

Strata Certificate
 I, DENNY LAM, being a registered valuer, certify that the requirements of the Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

Strata plan/development

Illustrated in the annexure to this certificate.
 The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

The strata plan/development is a part of a development scheme. The council/accredited certifier is satisfied that the plan is consistent with only applicable conditions of any development consent and that the development is not a strata development.

The council does not object to the encroachment of the building beyond the alignment of
 The council does not object to the encroachment of the building beyond the alignment of
 The council does not object to the encroachment of the building beyond the alignment of

The accredited certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

This approval is given on the condition that the use of lot(s) (being lot(s) designated to be used primarily for the storage or accommodation of boats, motor vehicles or goods or not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a lot) the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Leasehold Development) Act 1986 or section 88 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 2 Nov 2004

Subdivision No. 31/2004

Accreditation No. PS04/004

Relevant Development Consent No. 2004/622
 Issued By: C177 OF SYDNEY

Complete or date if expires

Accreditation No. PS04/004

Surveyors Certificate
 I, TASY MORATIS, of LEVEL 5, 17 RANDE STREET SURRY HILLS, N.S.W. 2010, a surveyor registered under the Surveying Act 2002, hereby certify that:

(1) each applicable requirement of Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met

(2) the building encroaches on a public place (other than a public place) in respect of which encroachment an appropriate easement is to be created under section 88B of the Conveyancing Act 1919

(3) the survey information recorded in the accompanying location plan is accurate

Signature: Tasy Moratis

Date: 29/10/2004

* Delete if inapplicable
 + State whether dealing or plan, and quote registered number
 THIS IS SHEET 1 OF MY PLAN IN 31 SHEETS

* Model By-laws adopted for this scheme - Keeping of Animals - Option A/B/C
 * Schedule of By-laws in 3 sheets filed with plan
 * No By-laws apply
 + Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	U.E.	LOT No.	U.E.	LOT No.	U.E.	LOT No.	U.E.	LOT No.	U.E.
1	28	26	66	51	70	76	111	101	113
2	46	27	66	52	66	77	75	102	112
3	60	28	66	53	69	78	79	103	230
4	57	29	66	54	65	79	75	104	118
5	47	30	33	55	69	80	78	105	117
6	36	31	99	56	208	81	74	106	116
7	29	32	107	57	104	82	78	107	116
8	48	33	107	58	104	83	209	108	88
9	61	34	102	59	69	84	117	109	1
10	61	35	142	60	73	85	115	110	1
11	61	36	153	61	68	86	116	111	1
12	61	37	148	62	72	87	110	112	1
13	50	38	199	63	68	88	103	113	1
14	31	39	109	64	72	89	109	114	1
15	31	40	108	65	219	90	108	115	1
16	51	41	73	66	107	91	108	116	1
17	64	42	80	67	107	92	107	117	1
18	64	43	75	68	75	93	214	118	1
19	64	44	64	69	75	94	112	119	1
20	64	45	60	70	71	95	111	120	1
21	52	46	84	71	75	96	111	121	1
22	32	47	198	72	70	97	109	122	1
23	32	48	102	73	74	98	224	123	1
24	53	49	102	74	74	99	115		
25	66	50	66	75	111	100	113	AGGREGATE	10,000

PLAN OF SUBDIVISION OF LOT 18 IN D.P.1072418

L.G.A. : CITY OF SYDNEY Suburb/Locality : PYRMONT

Parish : ST ANDREW County : CUMBERLAND

Name of, and address for service of notices on, the owners corporation
 (Address required on original strata plan only)
 THE OWNERS
 STRATA PLAN No. 73910
 3 DARLING ISLAND ROAD
 PYRMONT 2009

Registered : 12-11-2004
 Purpose : STRATA PLAN
 Ref. Map : U1845-113*
 Last Plan : DP1072418
(DP868767*)

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SECTION 6(4) OF THE STRATA SCHEMES (LEASEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND

Signed by Diana May Tally for and on behalf of Sydney Harbour Foreshore Authority under delegated authority and without assumption of personal liability and I hereby certify that I have no notice of revocation of such delegation.

Signature of witness

Name of witness

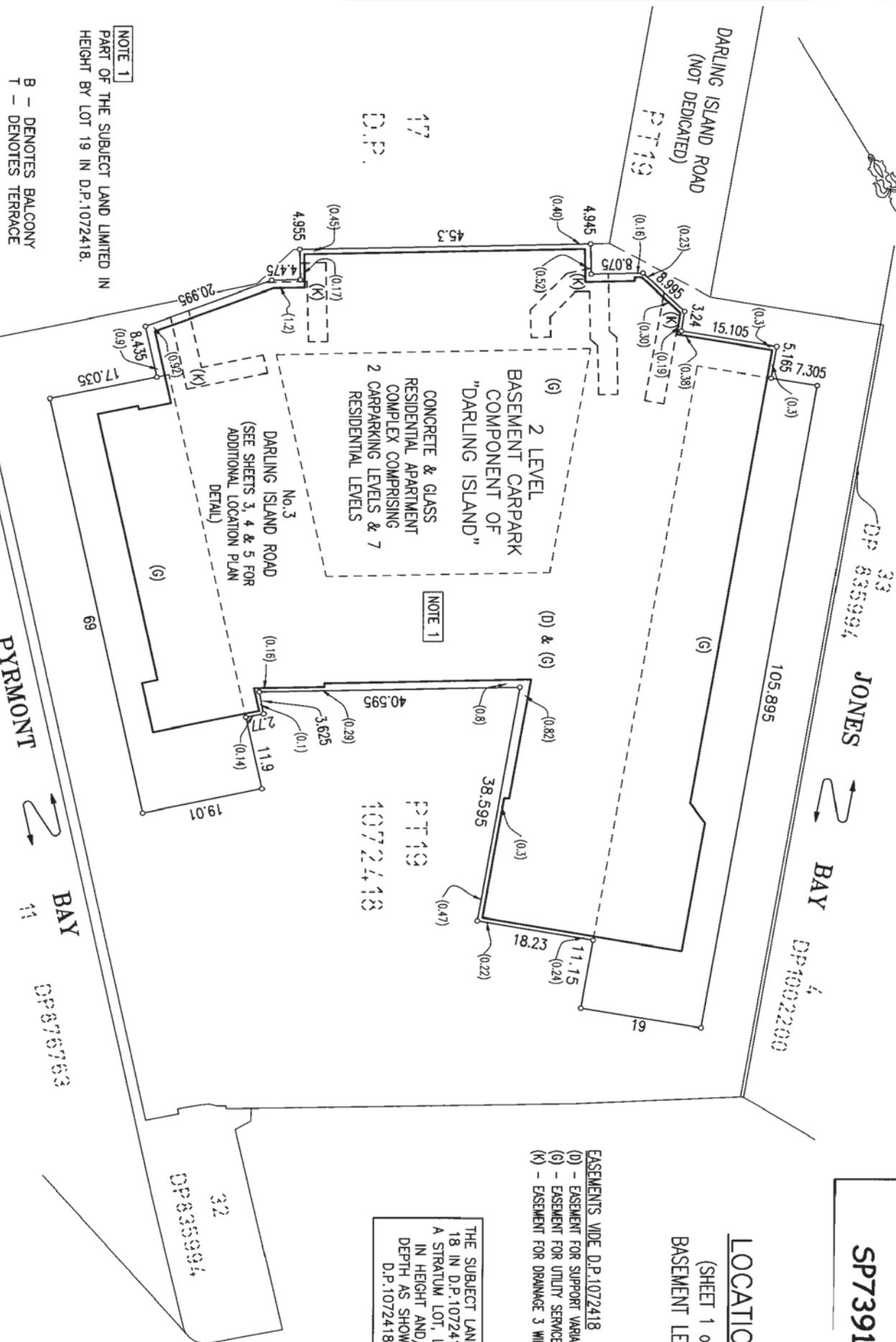
SP73910

LOCATION PLAN

(SHEET 1 of 4 SHEETS)
BASEMENT LEVEL & BELOW

- EASEMENTS WIDE D.P.1072418
- (D) - EASEMENT FOR SUPPORT VARIABLE WIDTH (D)
 - (G) - EASEMENT FOR UTILITY SERVICES VARIABLE WIDTH (G)
 - (K) - EASEMENT FOR DRAINAGE 3 WIDE & VARIABLE (K)

THE SUBJECT LAND, LOT 18 IN D.P.1072418, IS A STRATUM LOT, LIMITED IN HEIGHT AND/OR DEPTH AS SHOWN IN D.P.1072418.



NOTE 1

PART OF THE SUBJECT LAND LIMITED IN HEIGHT BY LOT 19 IN D.P.1072418.

B - DENOTES BALCONY
T - DENOTES TERRACE

Reduction Ratio 1 : 600(A3)

Lengths are in metres

Registered Surveyor

Terry M. Smith

Authorised Person to Sign/Recorded Certifier

SURVEYOR'S REFERENCE : 010304 DSP

X:\010304_DARLING-ISLAND\STRATA\SHEET-2.DWG

B - DENOTES BALCONY
T - DENOTES TERRACE



~~Authorized Person/Owner/Manager/Accredited Certifier~~

SP73910

LOCATION PLAN

(SHEET 3 of 4 SHEETS)
LEVELS 2 to 4

THE SUBJECT LAND, LOT 18 IN D.P. 1072418, IS A STRATA LOT, LIMITED IN HEIGHT AND/OR DEPTH AS SHOWN IN D.P. 1072418.

B - DENOTES BALCONY
T - DENOTES TERRACE

PYRMONT

BAY

DP876763

Reduction Ratio 1 : 600(A3)

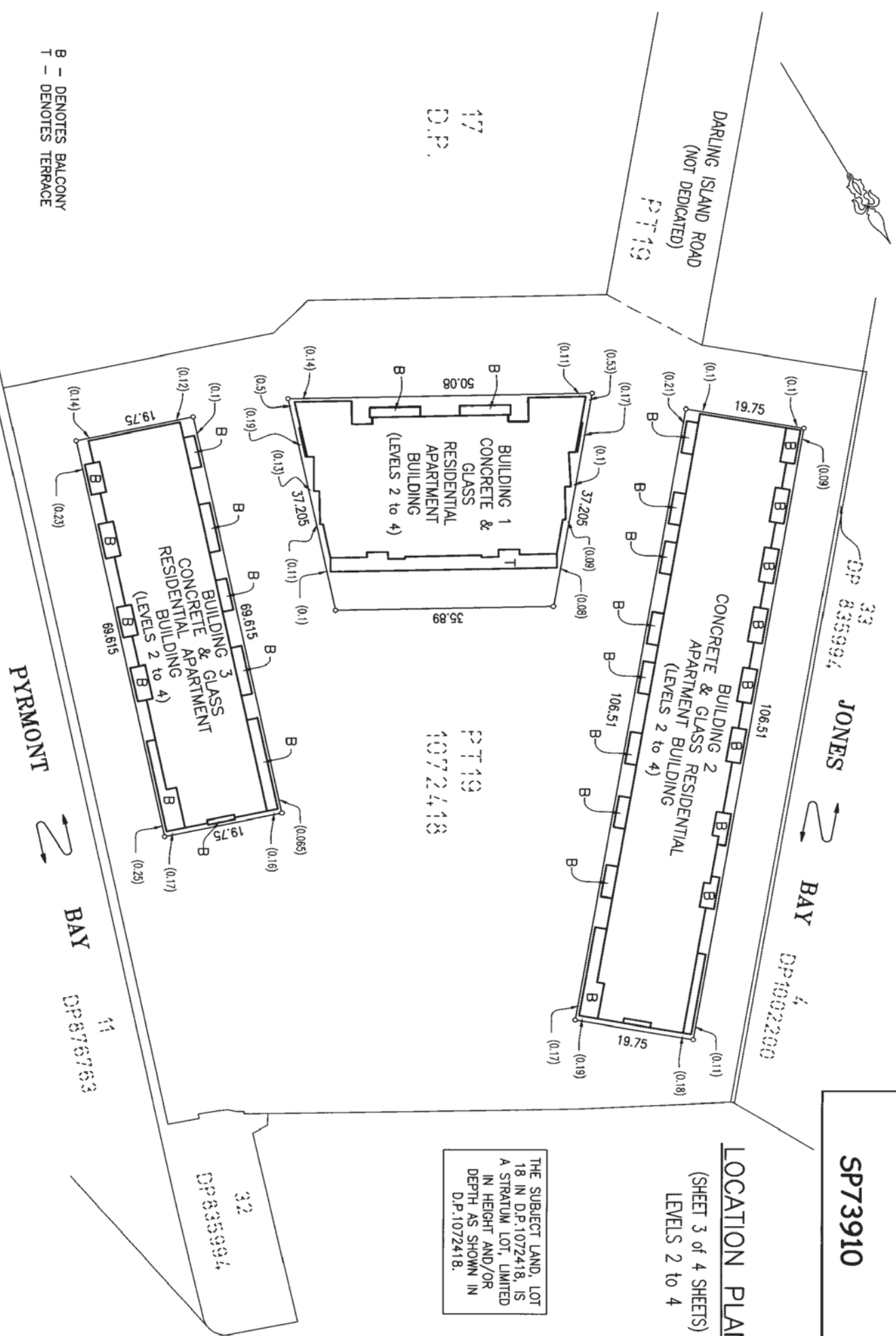
Lengths are in metres

Registered Surveyor
Tony Munnich

Authorised Person/Owner/Manager/Recorded Certifier

SURVEYOR'S REFERENCE : 010304 DSP

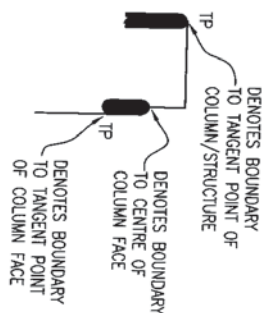
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LOCATION PLAN

SURVEYOR'S REFERENCE : 010304 DSP

TYPICAL KEY



THE STRATUM OF THE CARSPACES IS LIMITED TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

THE STRATUM OF THE STORAGE AREAS, WHERE NOT ENCLOSED BY A METAL ROOF, IS LIMITED TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

CAR SPACES ARE DEFINED BY FACES OF WALLS OR COLUMNS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

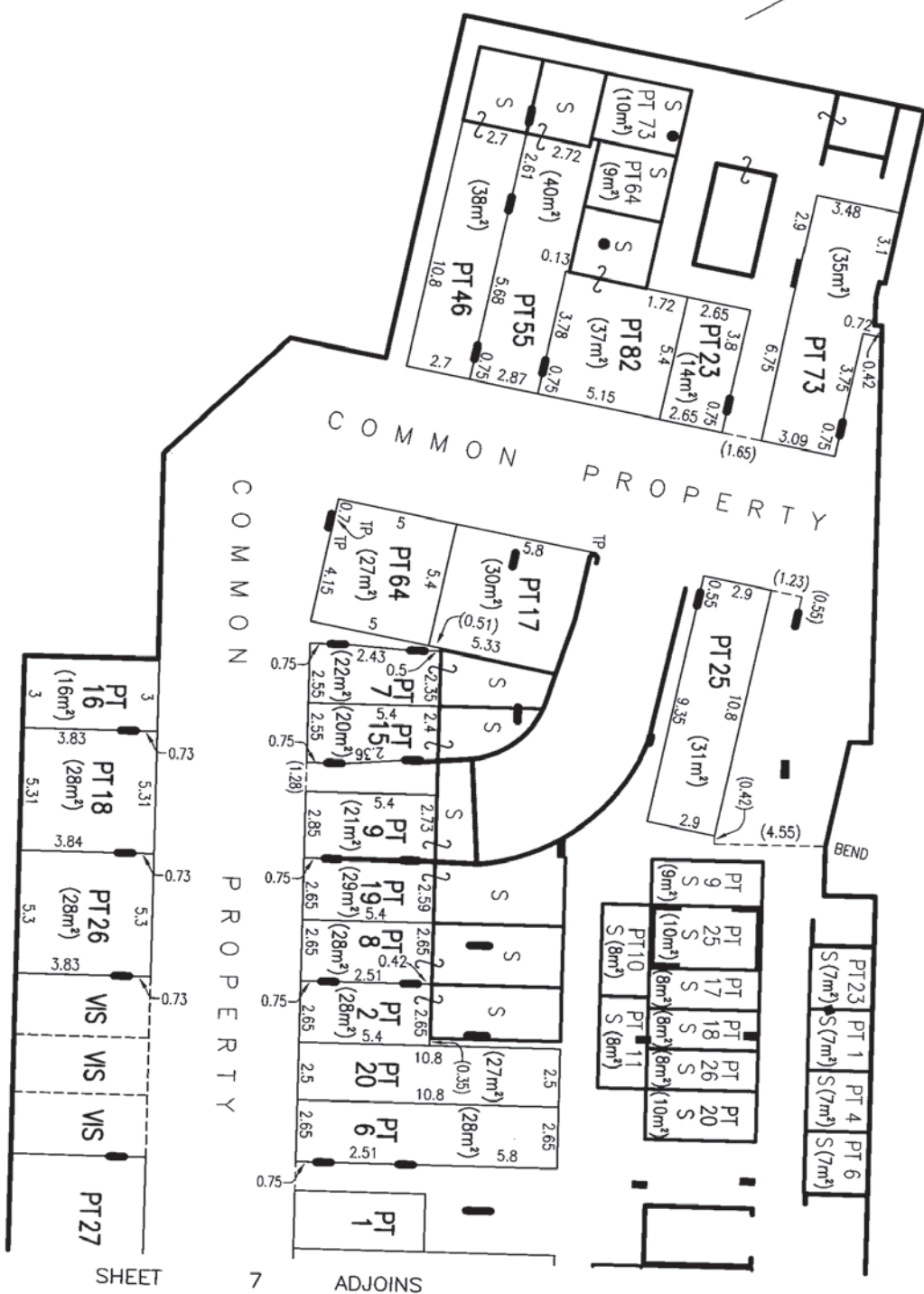
ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE DEFINED.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

S - DENOTES STORAGE AREA
VIS - DENOTES VISITOR CAR SPACE
(COMMON PROPERTY)

LOWER BASEMENT CARPARK

(CAR SPACES & STORAGE AREAS)



SP73910

SHEET

7

ADJOINS

Reduction Ratio 1 : 200

Lengths are in metres

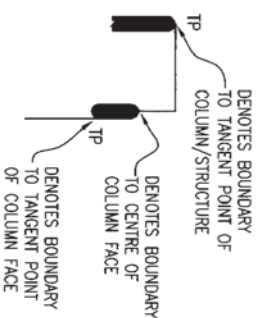
Registered Surveyor

Tang Mooki

Authorised Drawing/Seal/Stamp/Signature/Registered Certifier

SP73910

TYPICAL KEY



THE STRATUM OF THE CARSPACES IS LIMITED TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

THE STRATUM OF THE STORAGE AREAS, WHERE NOT ENCLOSED BY A METAL ROOF, IS LIMITED TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

CAR SPACES ARE DEFINED BY FACES OF WALLS OR COLUMNS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE DEFINED.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

S - DENOTES STORAGE AREA
VIS - DENOTES VISITOR CAR SPACE
(COMMON PROPERTY)
CP - COMMON PROPERTY

LOWER BASEMENT CARPARK

(CAR SPACES & STORAGE AREAS)

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Terry Brinkley

Authorised Survey/Planning Manager/ Accredited Certifier

SURVEYOR'S REFERENCE : 010304 SP

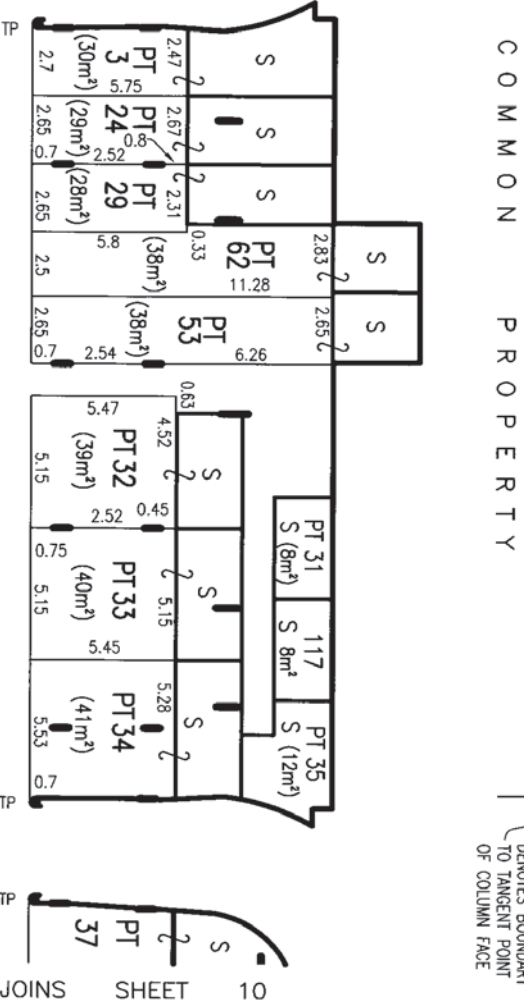
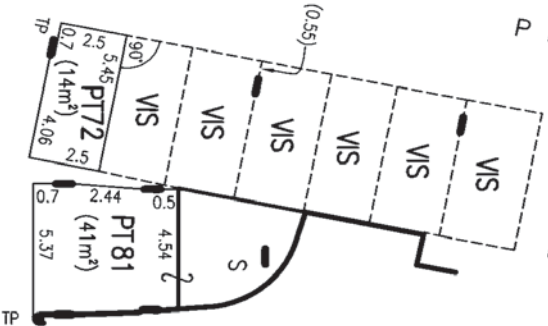
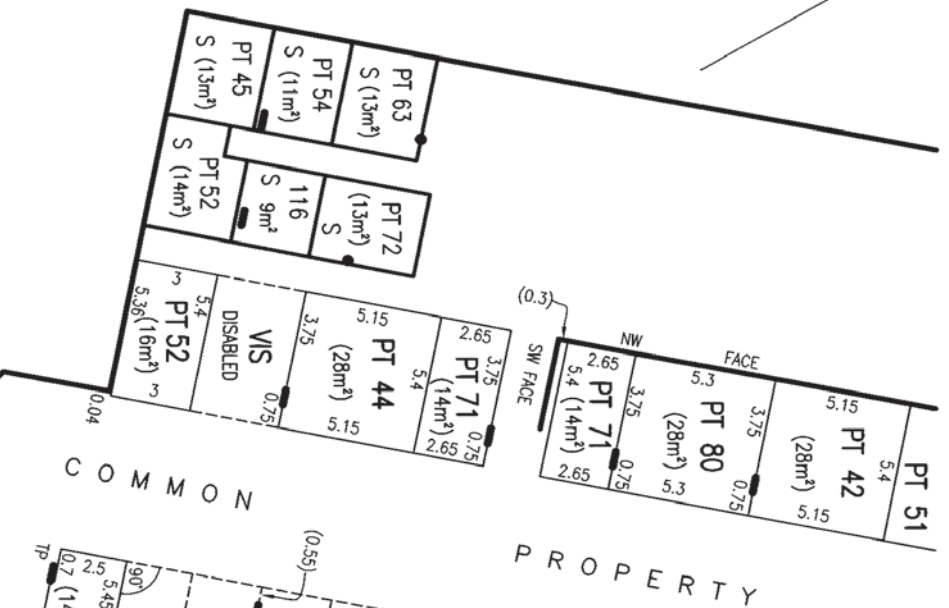
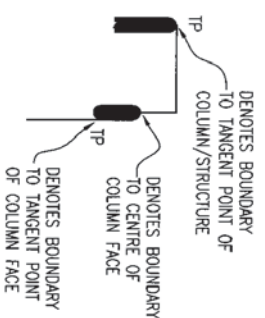
ADJOINS SHEET 9

SP73910

THE STRATUM OF THE CARSPACES IS LIMITED TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

THE STRATUM OF THE STORAGE AREAS, WHERE NOT ENCLOSED BY A METAL ROOF, IS LIMITED TO 2.15 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

TYPICAL KEY



S - DENOTES STORAGE AREA
VIS - DENOTES VISITOR CAR SPACE
(COMMON PROPERTY)

CAR SPACES ARE DEFINED BY FACES OF WALLS OR COLUMNS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN. ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE DEFINED.

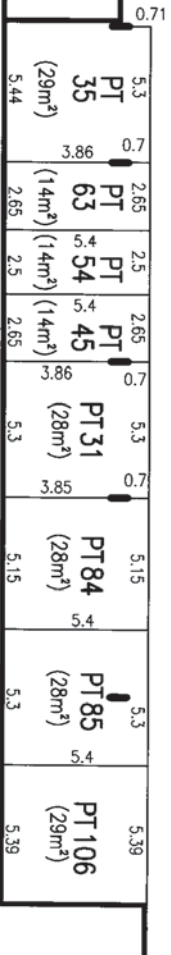
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

BASEMENT CARPARK

(CAR SPACES & STORAGE AREAS)

Reduction Ratio: 1 : 200

Lengths are in metres



Lengths are in metres



DENOTES BOUNDARY
- TO TANGENT POINT
OF COLUMN FACE

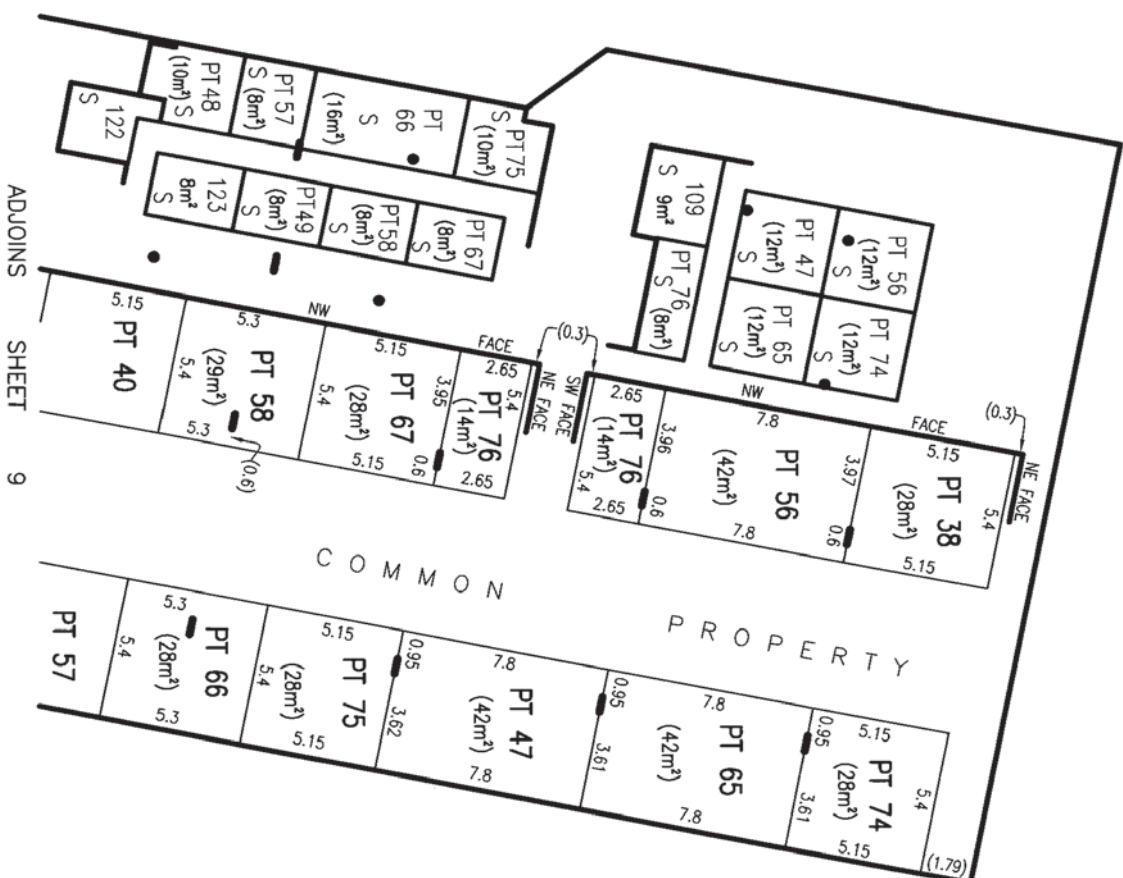
X:\01JOBS\010304...DARLING-ISLAND\STRATA\BASEMENT-UPPER.DWG

Registered Surveyor

Tough Mouth

~~Authorized Person/Manager~~ Accredited Certifier

Diagram illustrating the structure of a column/structure. The diagram shows a vertical line representing the column axis. At the top, there is a horizontal line segment labeled "TP" (Tangent Point). Below this, the vertical line is labeled "DENOTES BOUNDARY TO TANGENT POINT OF COLUMN/STRUCTURE". Further down, there is a horizontal line segment labeled "TP" (Tangent Point). Below this, the vertical line is labeled "DENOTES BOUNDARY TO TANGENT POINT OF COLUMN FACE". At the bottom, there is a horizontal line segment labeled "TP" (Tangent Point). Below this, the vertical line is labeled "DENOTES BOUNDARY TO CENTRE OF COLUMN FACE".



S - DENOTES STORAGE AREA

(CAR SPACES & STORAGE AREAS)

ADJOINS SHEET 9

Reduction Ratio 1 : 200

Lengths are in metres

Tang M. Smith
Registered Surveyor

Authorized Person/General Manager/Accredited Certifier

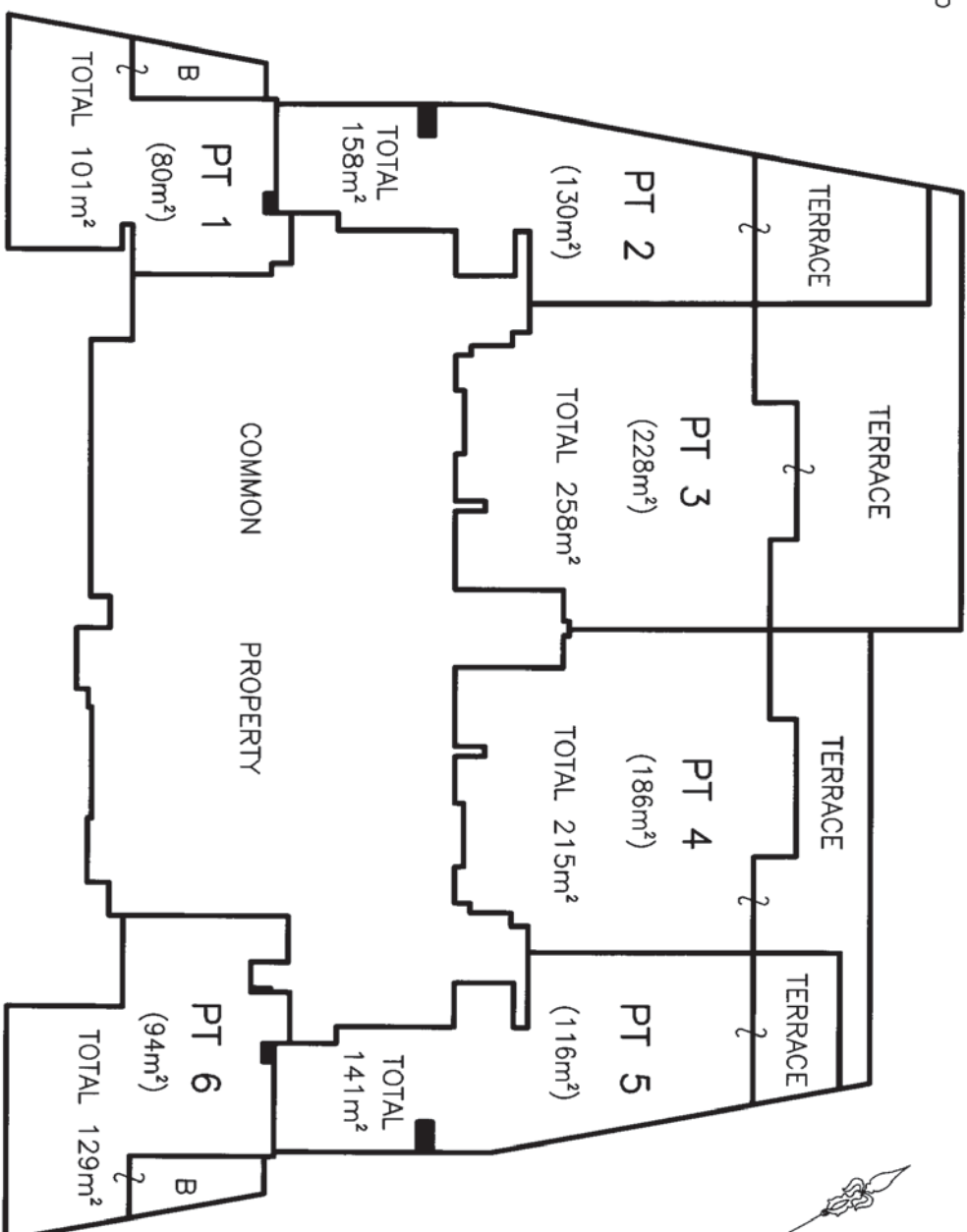
SURVEYOR'S REFERENCE : 010304 SP

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN.

B - DENOTES BALCONY

BUILDING 1

SP73910



LEVEL 1

Reduction Ratio 1 : 200

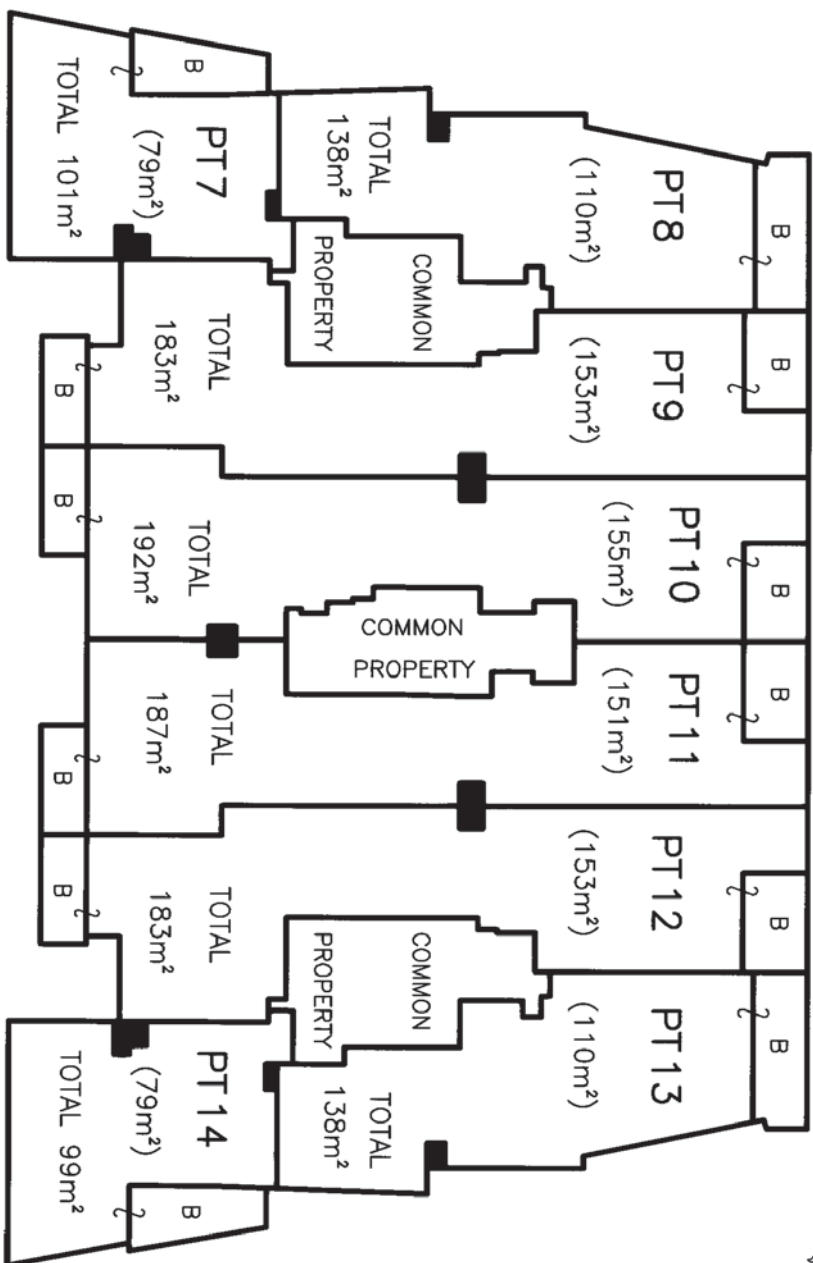
Lengths are in metres

Registered Surveyor of

Tough Mudder

~~Authorized Person/General Manager/Accredited Certifier~~

SP73910

BUILDING 1LEVEL 2FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

B -- DENOTES COVERED BALCONY

Reduction Ratio 1 : 200

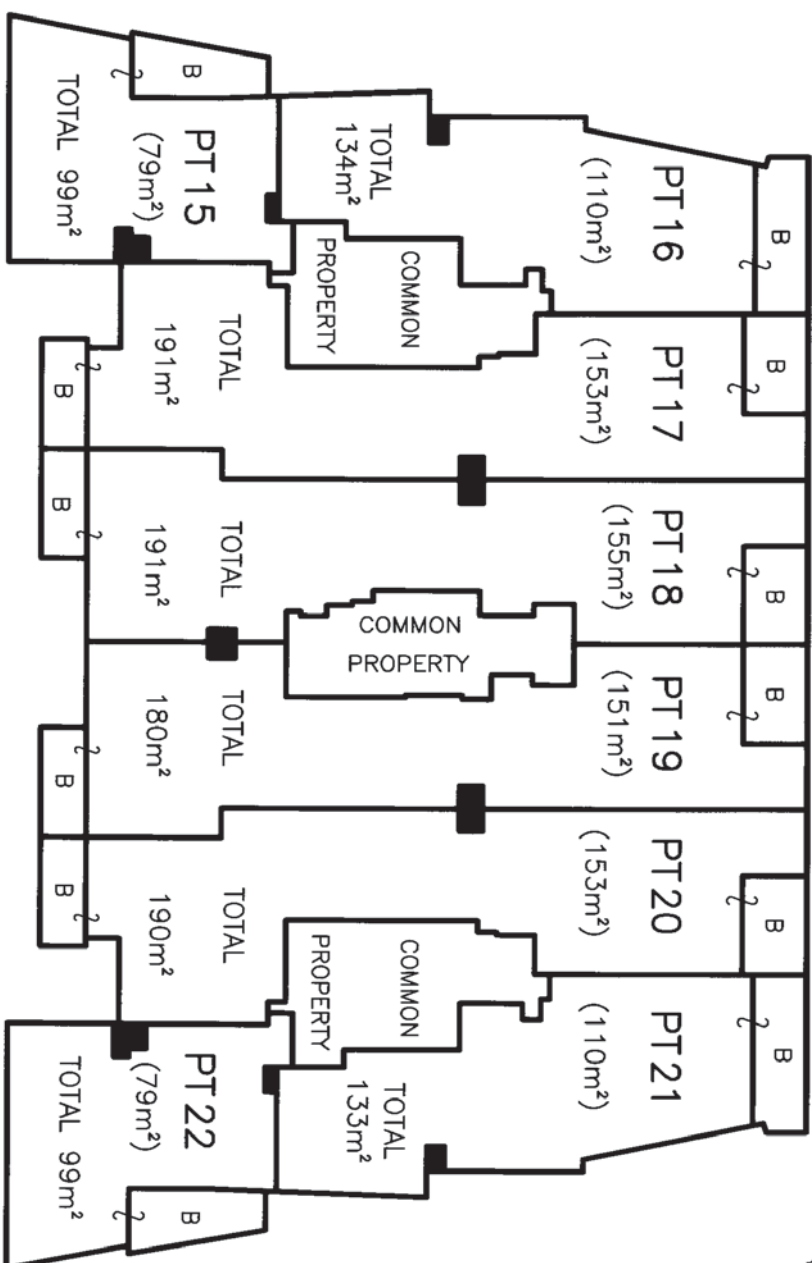
Lengths are in metres

Registered Surveyor

Taymour

Authorised-Registry-Form-Manager/Accredited Certifier

SP73910

BUILDING 1LEVEL 3

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

B - DENOTES COVERED BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

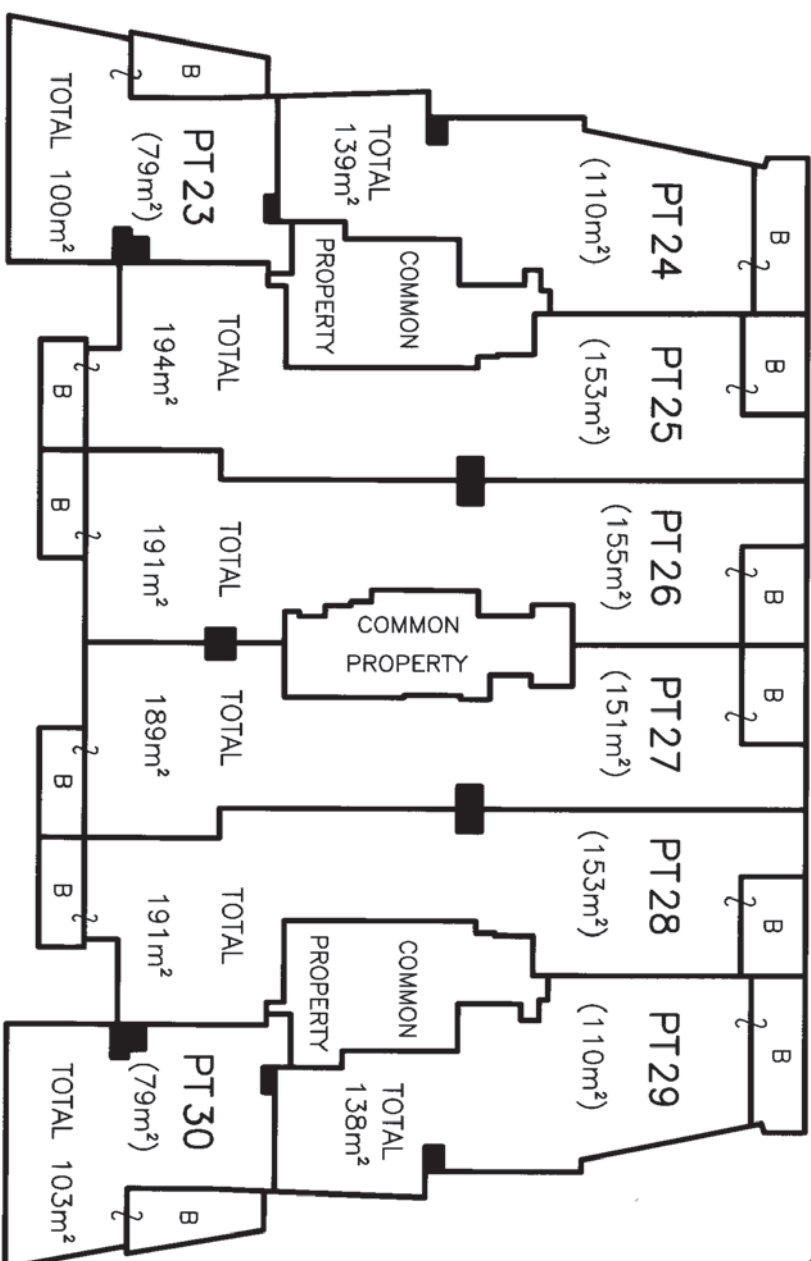
Registered Surveyor

Terry M. Smith

Authorised Person for Surveying/ Accredited Cartographer

SURVEYOR'S REFERENCE : 010304 SP

SP73910

BUILDING 1LEVEL 4

B - DENOTES COVERED BALCONY

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

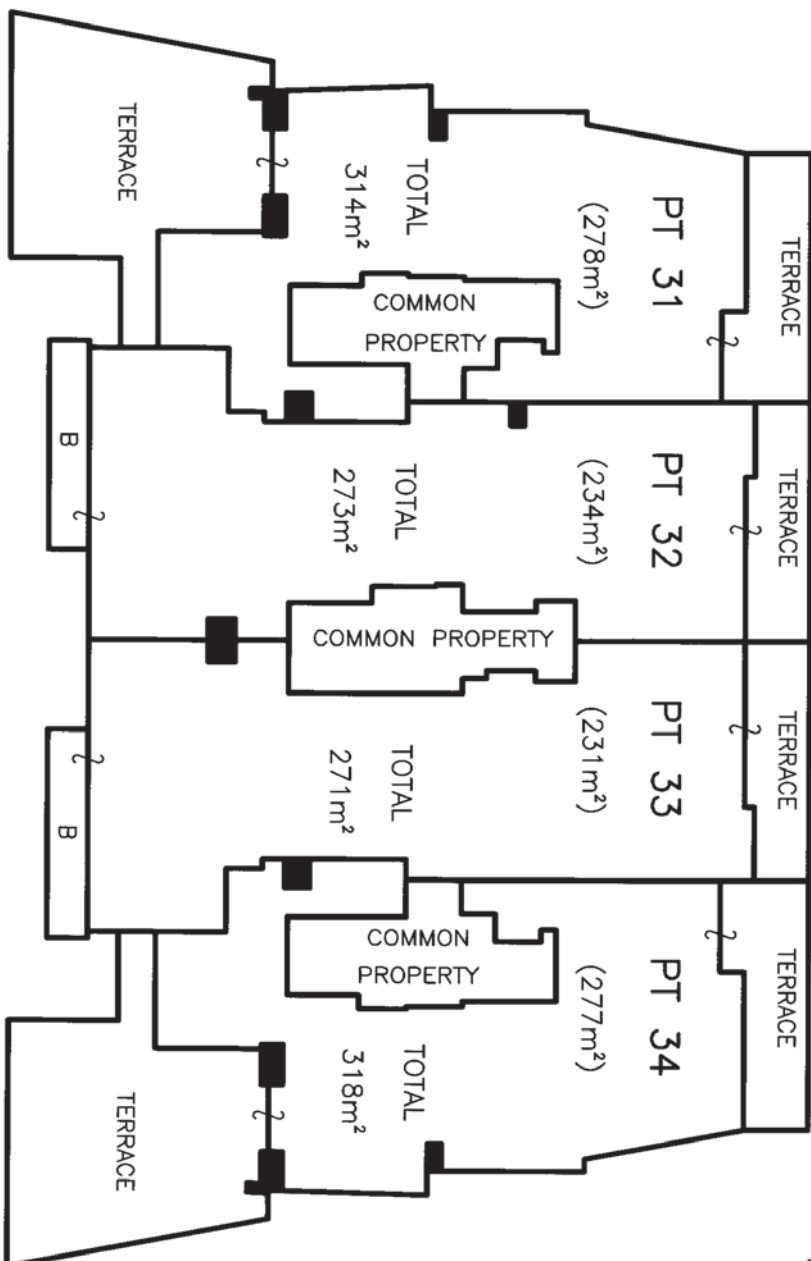
Tony Munda

Authorised - Drawing/Sealing/Stamping/Notarised/Certified

SURVEYOR'S REFERENCE : 010304 SP

SP73910

THE STRATUM OF THE TERRACES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

BUILDING 1

B - DENOTES COVERED BALCONY

LEVEL 5

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

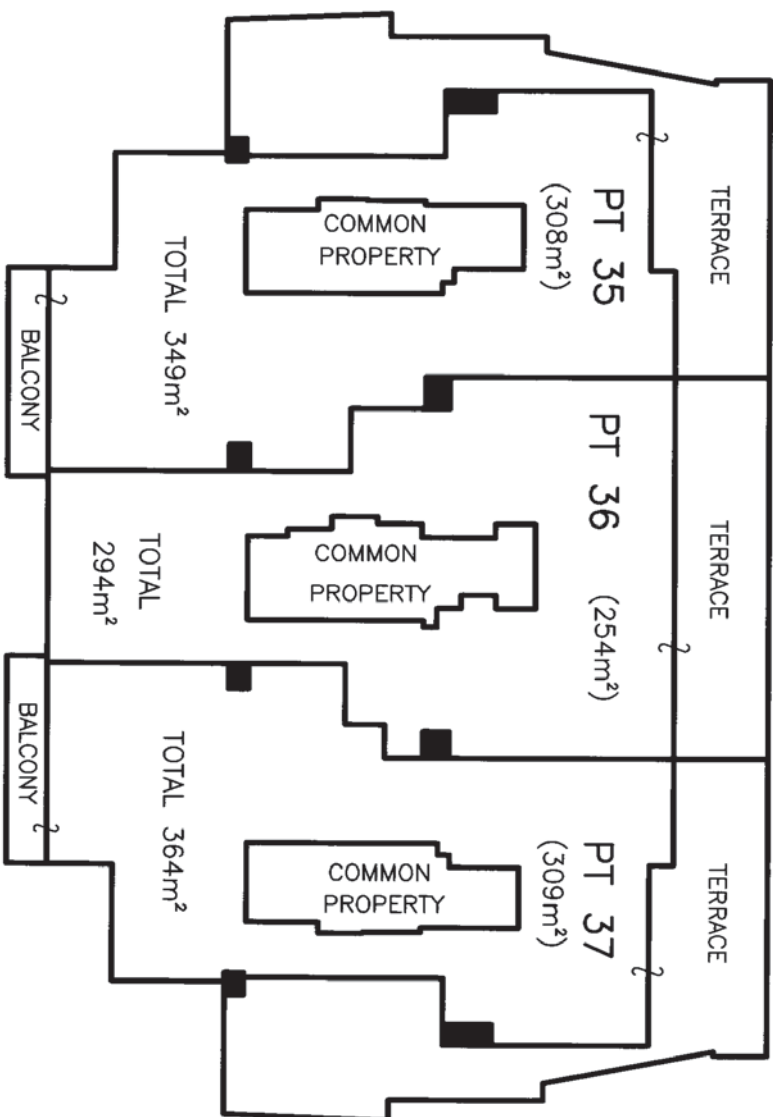
Registered Surveyor

Tanya M. Smith

Authorised Surveying Company/Manager/ Accredited Cartiller

SURVEYOR'S REFERENCE : 010304 SP

SP73910

BUILDING 1

THE STRATUM OF THE TERRACES AND
BALCONIES, WHERE NOT COVERED, IS
LIMITED TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

LEVEL 6

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Tay Mawth

Authorised Person Surveying/Measuring/Inspected/Certifier

SURVEYOR'S REFERENCE : 010304 SP

SP73910



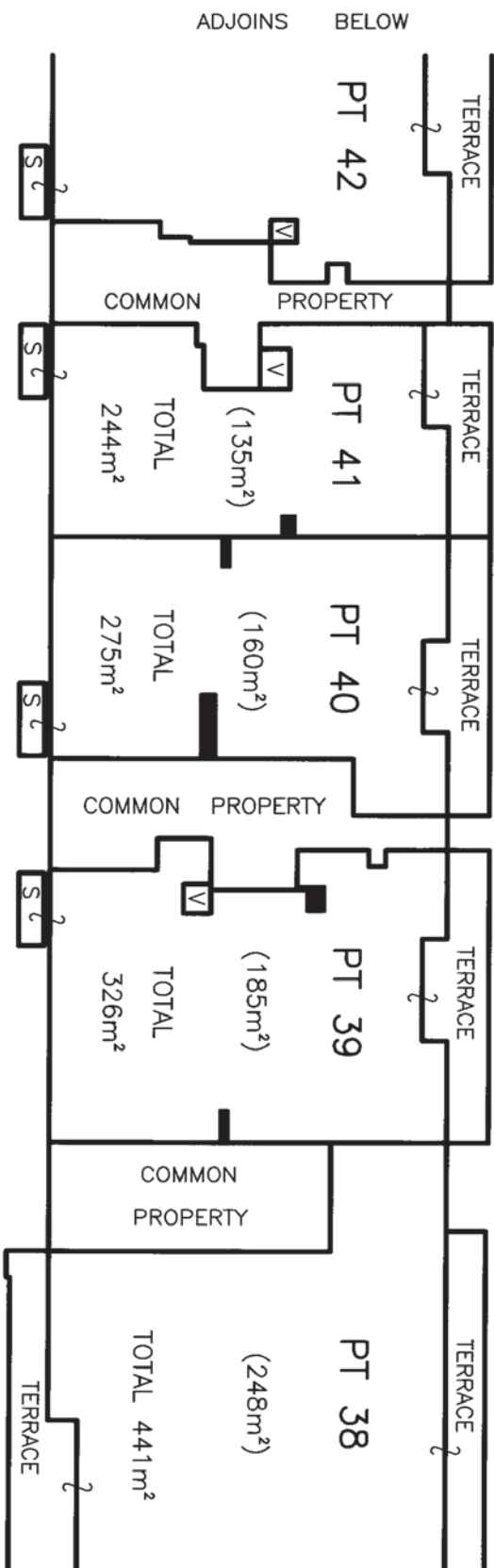
LOWER GROUND LEVEL

Lengths are in metres

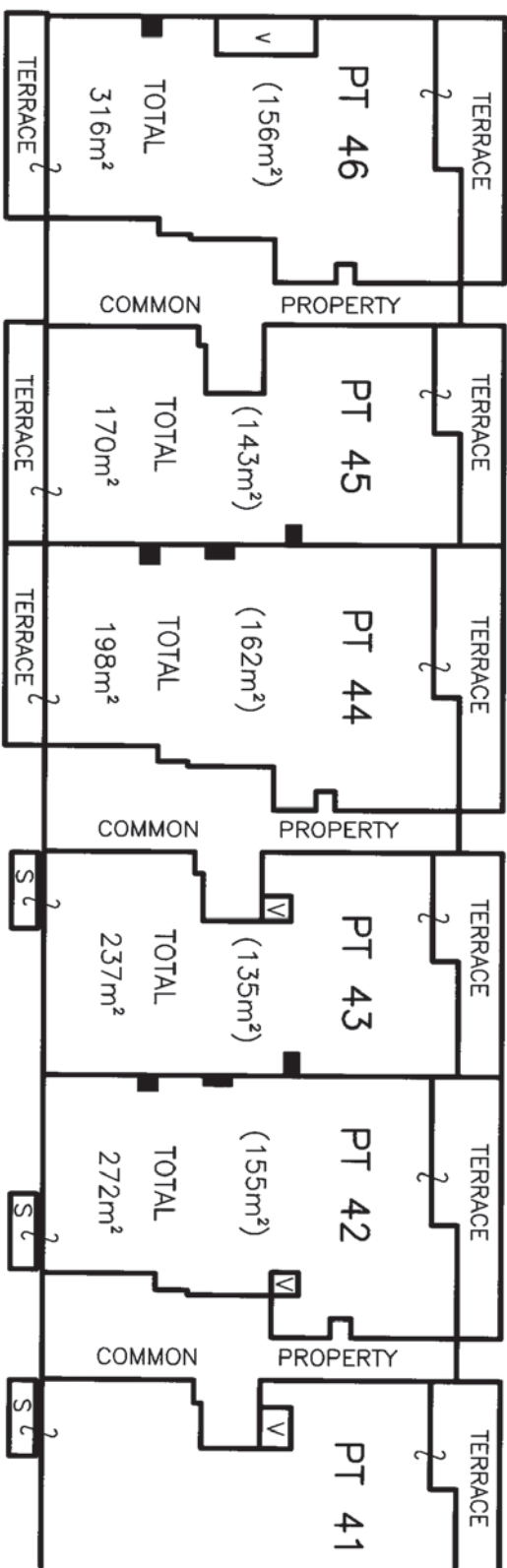
THE STRATUM OF THE TERRACES AND STAIRS, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

BUILDING 2

SP73910



FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



ADJOINS ABOVE

S - DENOTES STAIRS (TO LOWER GROUND LEVEL)
V - DENOTES VOID TO BASEMENT LEVEL

LEVEL 1

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Tammy McArthur

Authorised Person/Chartered Engineer/Registered Civil Engineer

SURVEYOR'S REFERENCE : 010304 SP

SP73910



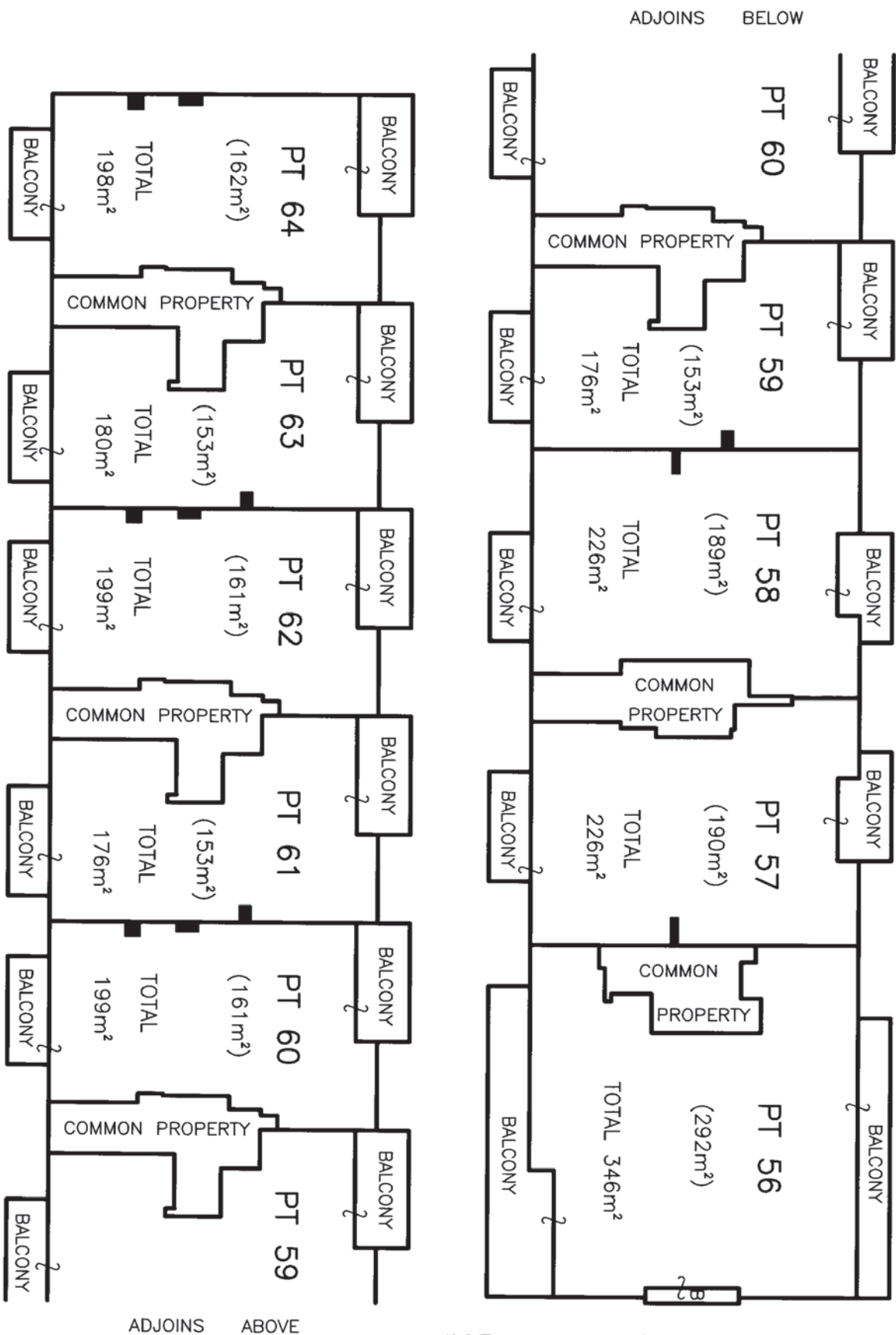
ADJOINS ABOVE



LEVEL 2

Lengths are in metres

~~Authorized Pearson/Edmentum Manager/Accredited Certifier~~

BUILDING 2**SP73910**

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

B - DENOTES BALCONY
ALL BALCONIES ARE COVERED

LEVEL 3

Reduction Ratio 1 : 200

Lengths are in metres

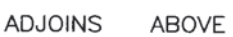
Registered Surveyor

Tony M. Smith

Authorised Person/Competent Person/Accredited Certifier

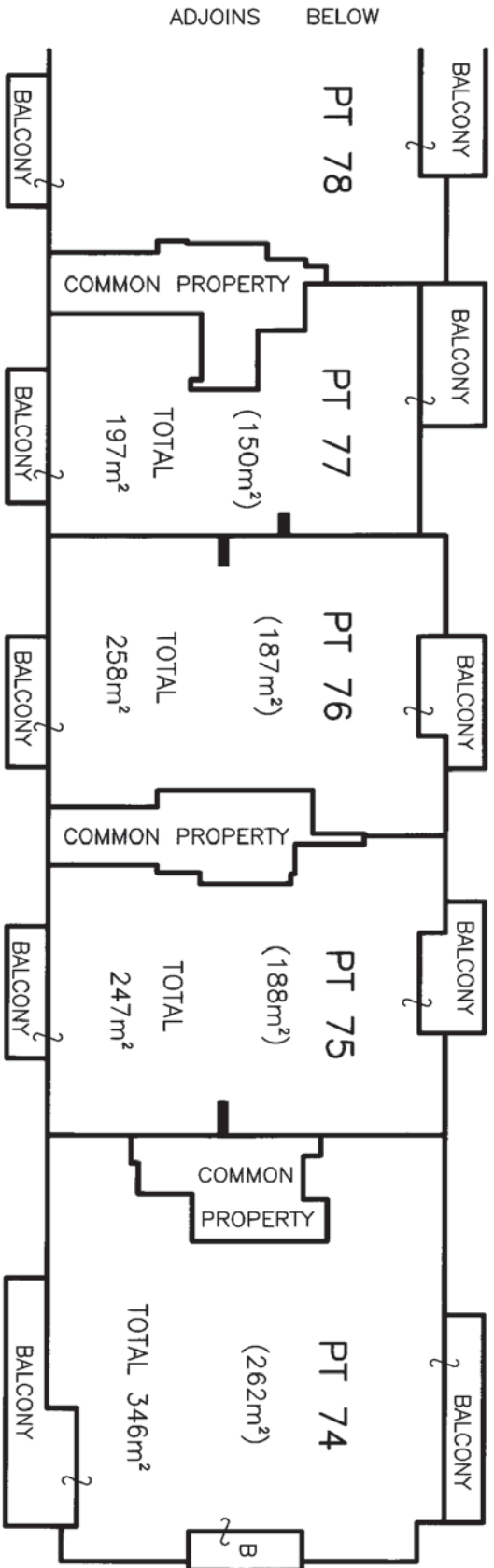
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SP73910

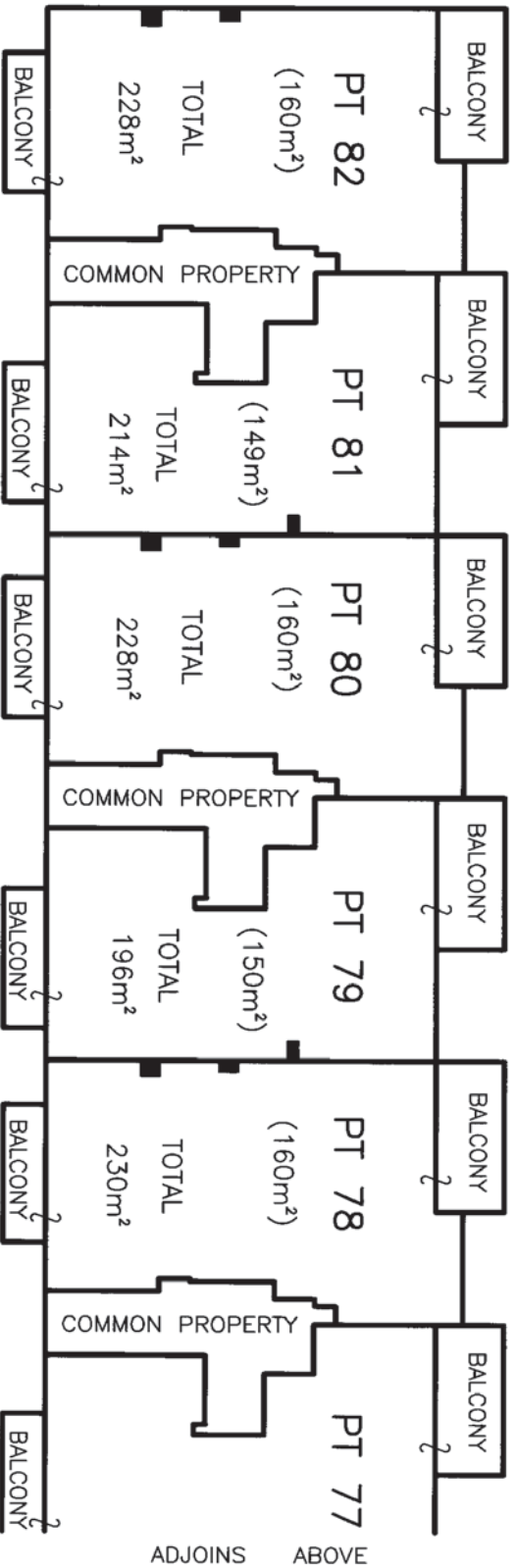


Lengths are in metres

Authorized Person/Manager/Accredited Certifier

BUILDING 2**SP73910**

B - DENOTES BALCONY



ADJOINS ABOVE

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWNTHE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.**LEVEL 5**

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Tony Mawdsley

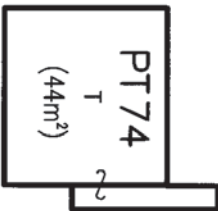
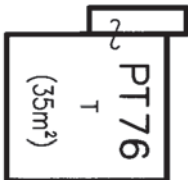
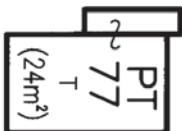
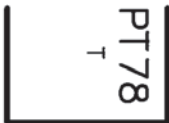
Authorised Dealing Agent/Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 010304 SP

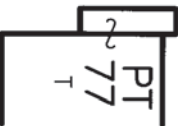
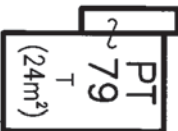
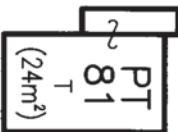
SP73910

BUILDING 2

ADJOINS BELOW



FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN



ADJOINS ABOVE

THE STRATUM OF THE TERRACES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

LEVEL 6 – ROOF TERRACES

T – DENOTES TERRACE

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Tony Madsen

Authorised Person/Authorised Signatory/Accredited Certifier

[Signature]

SURVEYOR'S REFERENCE : 010304 SP

BUILDING 3

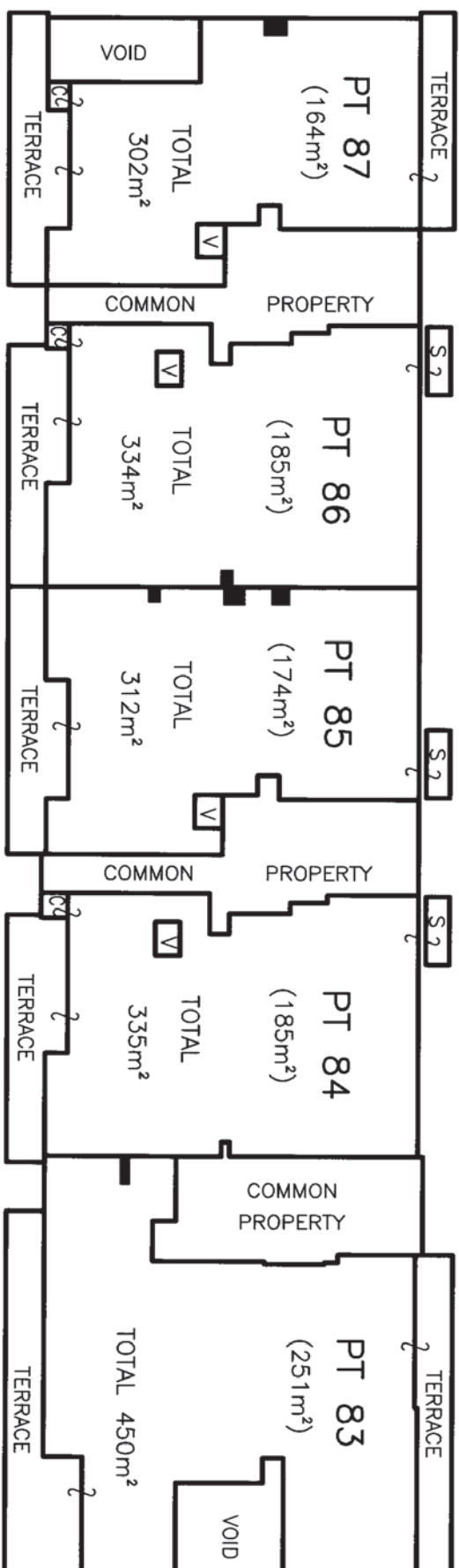


CP – DENOTES COMMON PROPERTY

Lengths are in metres

Authorized Person/Owner/Manager/Accredited Certifier

SP73910

BUILDING 3LEVEL 1

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

THE STRATUM OF THE TERRACES AND STAIRS
-ENTRIES, WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE FLOORS.

C - DENOTES COVERED CUPBOARD
S - DENOTES STAIR (TO LOWER GROUND LEVEL)
V - DENOTES VOID TO LOWER GROUND LEVEL

Reduction Ratio 1 : 200

Lengths are in metres

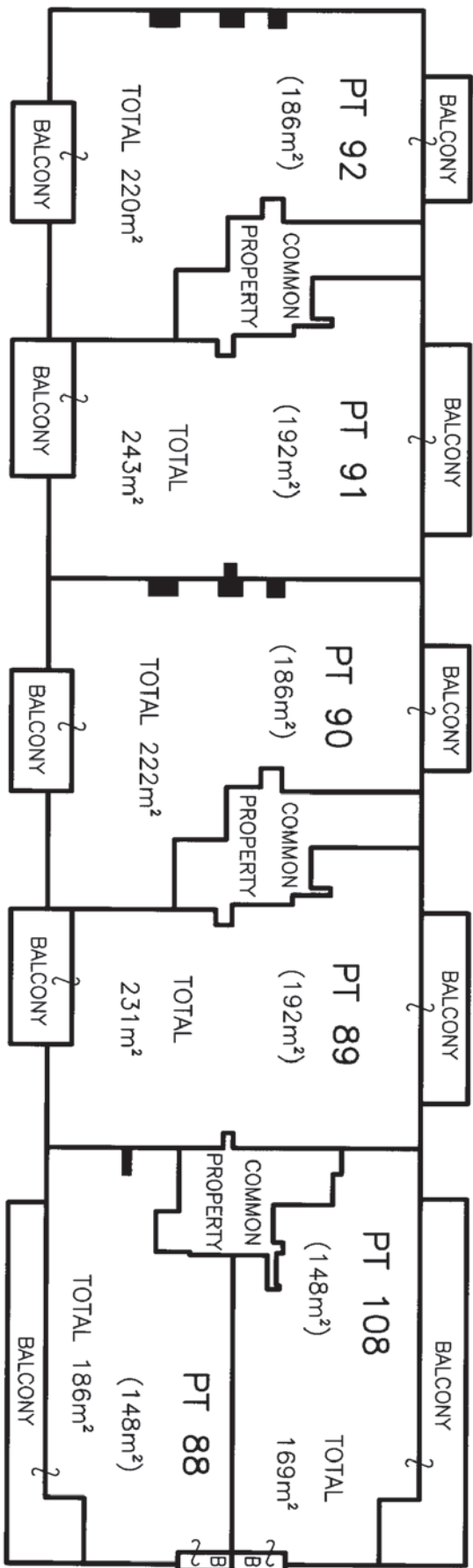
Registered Surveyor

Tay Mawida

Authorized Surveying Company Accredited Cartier

SURVEYOR'S REFERENCE : 010304 SP

SP73910

BUILDING 3

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

LEVEL 2

B - DENOTES BALCONY
ALL BALCONIES ARE COVERED

Reduction Ratio 1 : 200

Lengths are in metres

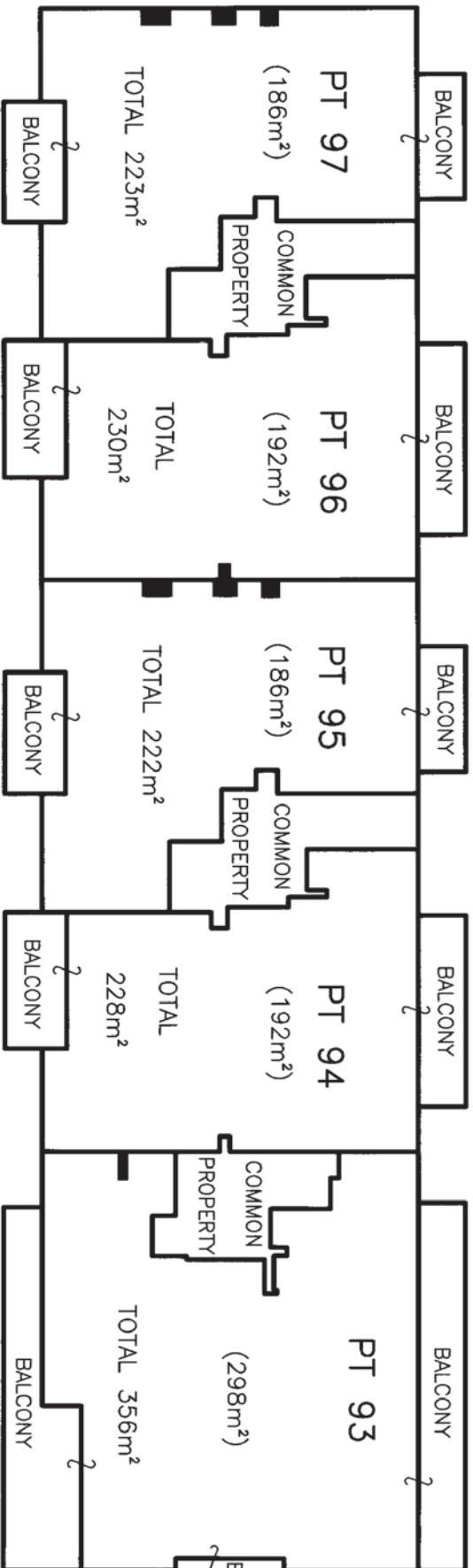
Registered Surveyor

Terry Meadows

Authorised - Survey, Land Information / Accredited Cartographer

SURVEYOR'S REFERENCE : 010304 SP

SP73910

BUILDING 3LEVEL 3

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

B - DENOTES BALCONY
ALL BALCONIES ARE COVERED

Reduction Ratio 1 : 200

Lengths are in metres

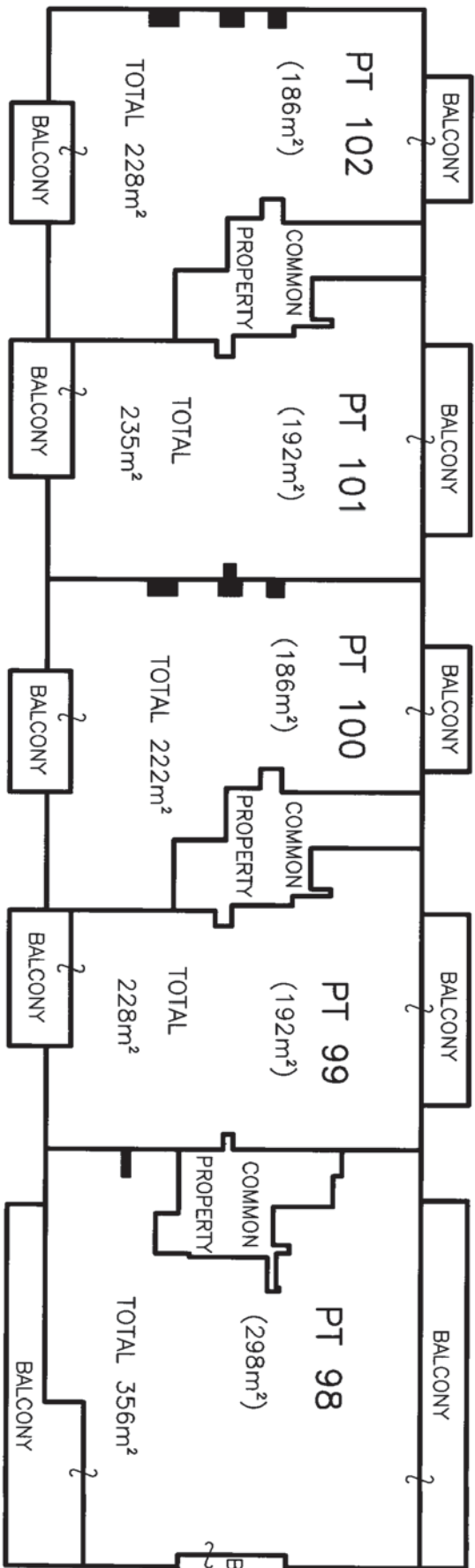
Registered Surveyor

Tony Mawick

Authorised Person/Owner/Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 010304 SP

SP73910

BUILDING 3

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

LEVEL 4

B - DENOTES BALCONY

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1 : 200

Lengths are in metres

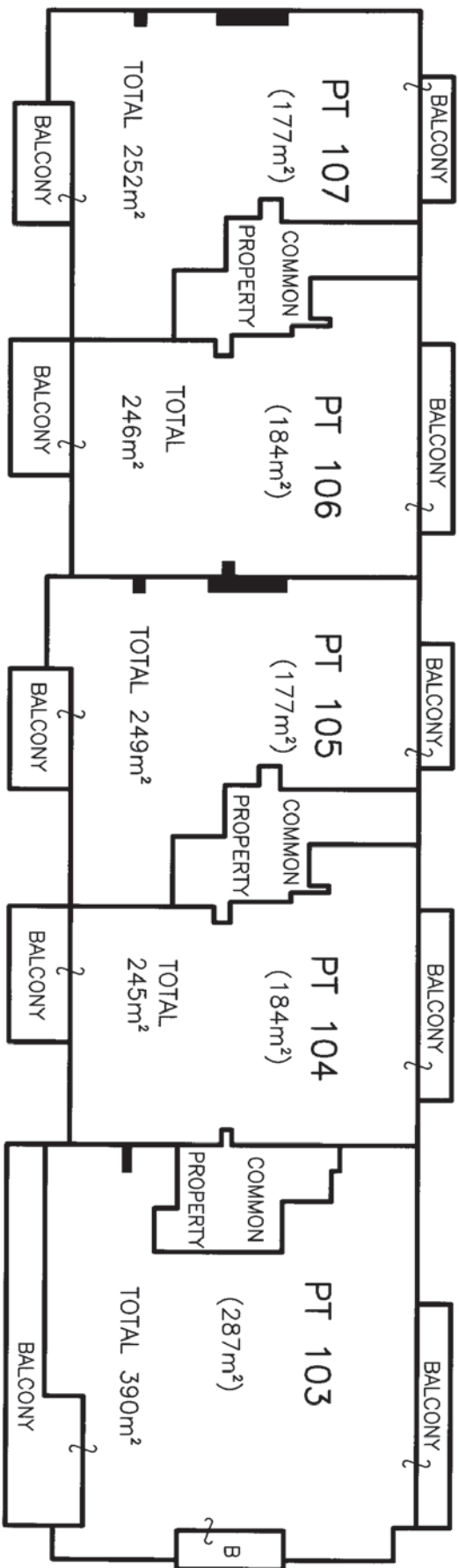
Registered Surveyor

Tony Mawdsley

Authorised Deputy Registered Surveyor / Accredited Cartiller

SURVEYOR'S REFERENCE : 010304 SP

SP73910

BUILDING 3LEVEL 5

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

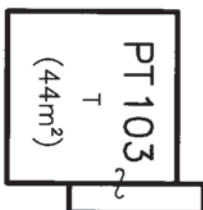
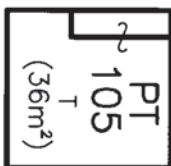
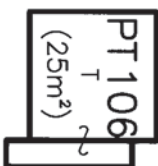
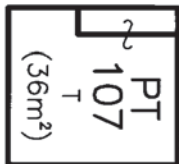
Registered Surveyor

Tony Mawhin

Authorised Drawing/Engineering/Architectural/Civilian

SURVEYOR'S REFERENCE : 010304 SP

SP73910

BUILDING 3LEVEL 6 – ROOF TERRACES

T – DENOTES TERRACE

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWNTHE STRATUM OF THE TERRACES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Tony Mawds

Authorised Engineer/Designer/Accredited Certifier

SURVEYOR'S REFERENCE : 010304 SP

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

SP73910

Plan of Subdivision of Lot 18 DP1072418
covered by Subdivision Certificate No. **39/2004**
dated **2.11.2004**

Full name and address of the owner of the land: Sydney Harbour Foreshore Authority
Level 6, 66 Harrington Street
The Rocks NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Restriction on the use of land	CP/SP	Council of the City of Sydney
2.	Restriction on the use of land	CP/SP	Council of the City of Sydney

Part 2 (Terms)

1. Interpretation

1.1 Definitions

The following are definitions in respect of defined words used in part 2 of this instrument. These meanings, in any form, apply unless the contrary intention appears:

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

Carparking Space means:

- (a) a carparking space that forms part of a lot in the Strata Scheme; and
- (b) a common property carparking space that is the subject of an exclusive use by-law under the by-laws for the Strata Scheme.

Easement includes any easement, covenant, positive covenant or restriction on the use of land created in this instrument.

Grantee means, if a leasehold interest exists in respect of a Lot Benefited:



.....
Council Authorised Person



SP73910

Sheet 2 of 4

- (a) the lessee (as that term is defined in the Act) or mortgagee in possession of the Lot Benefited; and
- (b) the owners corporation under the Act in respect of the Lot Benefited; and
- (c) an authority benefited.

If no leasehold interest exists in respect of a Lot Benefited, **Grantee** means:

- (d) the owner or mortgagee in possession of the Lot Benefited; and
- (e) an authority benefited.

Grantor means, if a leasehold interest exists in respect of a Lot Burdened:

- (a) the lessee (as that term is defined in the Act) or mortgagee in possession of a Lot Burdened; and
- (b) the owners corporation under the Act in respect of a Lot Burdened.

If no leasehold interest exists in respect of a Lot Burdened, **Grantor** means the owner or mortgagee in possession of a Lot Burdened.

Lot Benefited means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

Lot Burdened means a lot burdened by an easement, positive covenant or restriction on use in this instrument.

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

Occupier has the same meaning given to it in the Act.

Owner has the same meaning given to "Lessee" in the Act.

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

Plan means the plan of subdivision to which this instrument relates.

Storage Space means:

- (a) lots 109 to 123 inclusive; and
- (b) a storage space that forms part of a lot in the Strata Scheme; and
- (c) a common property storage space that is the subject of an exclusive use by-law under the by-laws for the Strata Scheme.

Strata Scheme means the strata scheme established on registration of the Plan.


.....
Council Authorised Person

SP73910

Sheet 3 of 4

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

- 1.3 Headings do not affect the interpretation of this instrument.

2. Covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions, including in this clause, clause 3 and 4 of this instrument, and in each of the Easements, are covenants and agreements between:

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

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

3. Notice to Grantor

- 3.1 This clause 3 applies to each Easement granted under this instrument.

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

4. Terms of restriction on the use of land numbered one (1) in the Plan

The Lot Burdened is not to be used for parking or storage of vehicles or boats apart from visitor spaces which are to be used only by visitors to the building and the service vehicle spaces which are to be used only for service vehicles and loading activities.

The parties authorised to vary release or modify easement, profit à prendre, restriction or positive covenant numbered one (1) in the Plan.

Council of the City of Sydney


.....
Council Authorised Person

SP73910

Sheet 4 of 4

5. **Terms of restriction on the use of land numbered two (2) in the Plan**

An Owner in the Strata Scheme must not:

- (a) permit their Carparking Space or Storage Space to be used by a person who is not an Occupier of a lot (not being a utility lot) in the Strata Scheme; or
- (b) enter into an agreement to lease, licence or transfer their Carparking Space or Storage Space to a person who is not an Owner of a lot (not being a utility lot) in the Strata Scheme; or
- (c) lease or licence (or permit a sub-lease or sub-licence of) their Carparking Space or Storage Space to a person who is not an Occupier of a lot (not being a utility lot) in the Strata Scheme.

The parties authorised to vary release or modify easement, profit à prendre, restriction or positive covenant numbered two (2) in the Plan.

Council of the City of Sydney

Signed by **Diana May Talty** for and on behalf of **Sydney Harbour Foreshore Authority** under delegated authority and without assuming personal liability and I hereby certify that I have no notice of revocation of such delegation:

Diana Talty

Signature of delegate

[Signature]

Signature of witness

R. J. CLARK

Name of witness

Signed by a duly authorised person of the **Council of the City of Sydney** pursuant to the authority listed in the City of Sydney Register of Delegations dated 5 August 2003 in the presence of:

[Signature]

Signature of authorised person

[Signature]

Signature of witness

TIM MOORE

Name of authorised person

WAYNE DAVIS

Name of witness

Area Planning Manager

Office held



.....
~~Council Authorised Person~~



FOLIO: CP/SP73910

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/9/2020	3:58 PM	14	27/7/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73910
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DARLING ISLAND
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM SP73910

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY LEASE AB75632. FOR EXPIRY
DATE SEE DEALING.

THE OWNERS - STRATA PLAN NO. 73910
ADDRESS FOR SERVICE OF DOCUMENTS:
3 DARLING ISLAND ROAD
PYRMONT 2009

SECOND SCHEDULE (23 NOTIFICATIONS)

- 1 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 18/1072418
- 2 DP868787 EASEMENT FOR ACCESS VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 3 DP867855 EASEMENT FOR ACCESS AND SERVICES VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP867855 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 5 DP868787 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 6 DP1072418 EASEMENT FOR ACCESS (A) (LIMITED IN STRATUM) VARIABLE
WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1072418 EASEMENT FOR SERVICES (B) VARIABLE WIDTH APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 8 DP1072418 EASEMENT FOR ACCESS AND MAINTENANCE (C) (LIMITED IN
STRATUM) 3.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 9 DP1072418 EASEMENT FOR SUPPORT (D) (LIMITED IN STRATUM)
VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 10 DP1072418 EASEMENT FOR UTILITY SERVICES (G) (LIMITED IN
STRATUM) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP73910

PAGE 2

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

-
- BURDENED IN THE TITLE DIAGRAM
- 11 DP1072418 EASEMENT FOR DRAINAGE (K) (LIMITED IN STRATUM) 3
METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1072418 EASEMENT FOR DRAINAGE (L) (LIMITED IN STRATUM)
VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1072418 EASEMENT FOR DRAINAGE (M) 5.45 METRE(S) WIDE AND
VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1072418 EASEMENT FOR SERVICES (N) (LIMITED IN STRATUM) 5.44
METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1072418 EASEMENT FOR SEA WATER COOLING PIPES (P) (LIMITED IN
STRATUM) 2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1072418 EASEMENT FOR LIGHT AND AIR (Q) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 17 DP1072418 POSITIVE COVENANT REFERRED TO AND NUMBERED (15) IN
THE S.88B INSTRUMENT
- 18 DP1072418 POSITIVE COVENANT REFERRED TO AND NUMBERED (16) IN
THE S.88B INSTRUMENT
- 19 SP73910 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN S.88B INSTRUMENT
- 20 SP73910 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN S.88B INSTRUMENT
- 21 SP84185 BUILDING ALTERATION PLAN REGISTERED 29/9/2011
REDEFINING THE BOUNDARIES OF LOTS 88 AND 108 IN SP73910
- 22 AM970336 INITIAL PERIOD EXPIRED
- 23 AQ274939 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 73910

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 28	2	- 46	3	- 60	4	- 57
5	- 47	6	- 36	7	- 29	8	- 48
9	- 61	10	- 61	11	- 61	12	- 61
13	- 50	14	- 31	15	- 31	16	- 51
17	- 64	18	- 64	19	- 64	20	- 64
21	- 52	22	- 32	23	- 32	24	- 53
25	- 66	26	- 66	27	- 66	28	- 66
29	- 55	30	- 33	31	- 99	32	- 107
33	- 107	34	- 102	35	- 142	36	- 153
37	- 148	38	- 199	39	- 109	40	- 108
41	- 73	42	- 80	43	- 75	44	- 64
45	- 60	46	- 84	47	- 198	48	- 102
49	- 102	50	- 66	51	- 70	52	- 66
53	- 69	54	- 65	55	- 69	56	- 208
57	- 104	58	- 104	59	- 69	60	- 73

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP73910

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 73910

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
61	- 68	62	- 72	63	- 68	64	- 72
65	- 219	66	- 107	67	- 107	68	- 71
69	- 75	70	- 71	71	- 75	72	- 70
73	- 74	74	- 224	75	- 111	76	- 111
77	- 75	78	- 79	79	- 75	80	- 78
81	- 74	82	- 78	83	- 209	84	- 117
85	- 115	86	- 116	87	- 110	88	- 103
89	- 109	90	- 108	91	- 108	92	- 107
93	- 214	94	- 112	95	- 111	96	- 111
97	- 109	98	- 224	99	- 115	100	- 113
101	- 113	102	- 112	103	- 230	104	- 118
105	- 117	106	- 116	107	- 116	108	- 88
109	- 1	110	- 1	111	- 1	112	- 1
113	- 1	114	- 1	115	- 1	116	- 1
117	- 1	118	- 1	119	- 1	120	- 1
121	- 1	122	- 1	123	- 1		

NOTATIONS

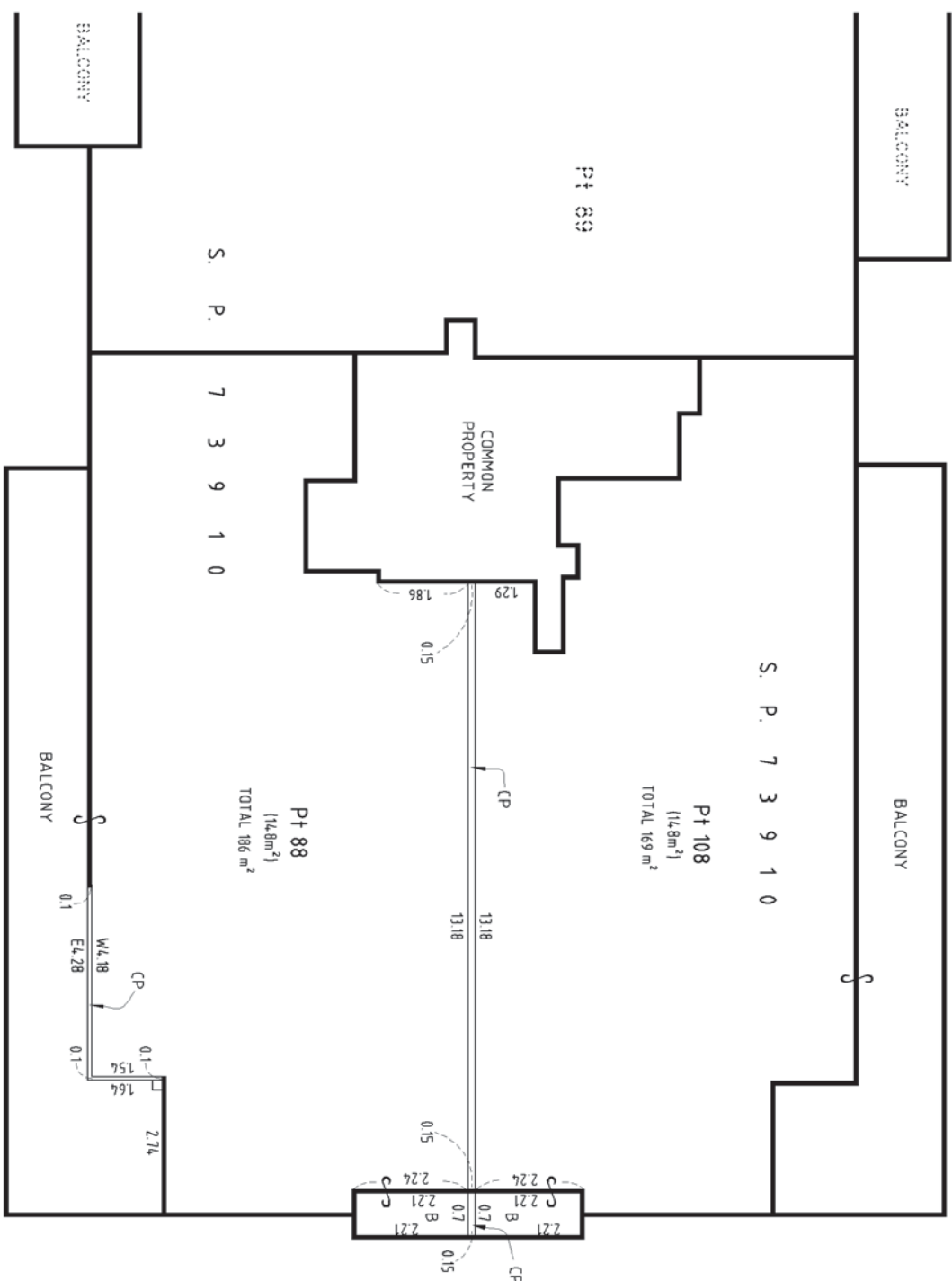
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

117154

PRINTED ON 14/9/2020

* 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. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



Surveyor : ANTHONY TODARELLO
Surveyor's Ref : 7758-88-108
Subdivision No : _____
Lengths are in metres. Reduction Ratio 1 : 100

Registered

SP84185

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Surveyor's Certificate (Approved Form 4)

Office Use Only

I, ANTHONY DAMIEN TODARELLO.....

of 3/75 RYEDALE ROAD, WEST RYDE 2114.....

a land surveyor registered under the Surveying and Spatial Information Act, 2002, hereby
certify that:

*(1) a * wall * ~~floor * ceiling * structural cubic space~~ has been demolished.

The boundary of lot 88 & 108 in Strata Plan 73910 which was defined by
reference to the surface of that structure is now defined in the manner illustrated
in the accompanying plan.

*(2) ~~a * wall * floor * ceiling has been constructed.~~

The boundary of lot in Strata Plan now coincides with;

*(a) *the inner surface #..... of that wall

*(b) *the upper surface #..... of that floor

*(c) *the under surface #..... of that ceiling

in the manner illustrated in the accompanying plan.

*(3) The floor * wall * ceiling referred to is wholly within the perimeter of the parcel:

*(a) except to the extent that the building encroaches on a public place, the
nature and extent of which encroachment is shown in the accompanying
plan;

*(b) except to the extent that the building encroaches on land other than a public
place, the nature and extent of which encroachment is shown on the
accompanying plan and an appropriate easement has been created by

Signature:

Date:

27/01/10

* Strike through if inapplicable.

If not the specified surface specify which part of the structure coincides with the
boundary

^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the
easement

SP84185

Registered:



29.9.2011

Office Use Only

Purpose: BUILDING ALTERATION

PLAN OF BUILDING ALTERATION
REGARDING THE BOUNDARIES OF LOTS 88
& 108 IN SP 73910

LGA: CITY OF SYDNEY

Locality: PYRMONT

Parish: ST ANDREW

County: CUMBERLAND

SIGNATURES AND SEALS ONLY

SURVEYOR'S REFERENCE: 7758-88-108

Use STRATA PLAN FORM 3A for additional certificates,
signatures and seals

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF ~~PART OF LOT 88, 108 AND COMMON~~
~~PROPERTY, SP 73910~~ BUILDING
ALTERATION REGARDING THE
BOUNDARIES OF LOTS 88 & 108
S.P. 73910

SP84185

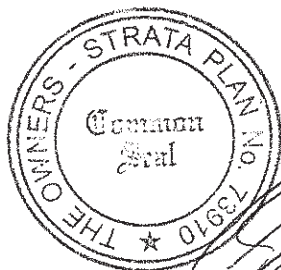
Registered:



29.9.2011

Strata Certificate Details: Subdivision No:

Date:



SEAN BERMINGHAM
STRATA MANAGER

AC237623 +
Mortgagee under Mortgage No. AD140433
Signed at Sydney this 9th day of
February 2010 for National
Australia Bank Limited ABN 12 004 044 937
by Jennifer De Silva
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level 3 Attorney

Witness/Bank Officer, Sefike Kinkaya
255 George Street, Sydney NSW

Signed by
For and on behalf
of Sydney Harbour Foreshore
Authority, under delegation
and without assuming
personal liability and I
hereby certify that I have
no notice of the revocation of
such delegation.

James Smart

JAMES SMART, DIRECTOR BUSINESS & FINANCIAL SERVICES

WITNESS SIGNATURE

MICHELLE KING
WITNESS NAME

SURVEYOR'S REFERENCE:7758-88-108

* OFFICE USE ONLY

Form: 15CH
 Release: 2.0

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



AM970336Y

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/SP73910		
	(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

- (C) The Owners-Strata Plan No. 73910 certify that a special resolution was passed on 11/8/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. SPECIAL BY LAW 20
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

see attached Annexure
 Special By law 20 on page 118



- (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. 73910 was affixed on 5/12/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]

Name: Daniel Cockerell

Authority: Strata Managing Agent

Signature: _____

Name: _____

Authority: _____

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
 1702

Plan 73910

By-Law 1

About the by-laws

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies a Darling Island Apartment.

1.2 Who must comply with the by-laws?

You and the Owners Corporation must comply with the by-laws.

1.3 Changing the by-laws

The Owners Corporation may make, amend or repeal a by-law only where this will not conflict with the Common Property Lease.

By-Law 2

Leases with the Authority

2.1 Leasehold strata scheme

The Strata Scheme is a leasehold strata scheme under the Development Act. The Authority is the owner of the freehold estate in the land over which the strata plan for the Strata Scheme is registered.

2.2 Owners Corporation lease

The Owners Corporation and the Authority have entered into the Common Property Lease. The Authority is the landlord and the Owners Corporation is the tenant. The Owners Corporation must comply on time and at its cost with the Common Property Lease.

2.3 Lot Leases

Each Apartment is subject to a lease from the Authority. The landlord is the Authority and the tenant is the Owner (including an Owner that has taken an assignment of the lease from their immediate predecessor in title). You must comply on time and at your cost with your Lot Lease with the Authority for your Apartment.

2.4 Consents under leases

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by a lease with the Authority. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain necessary consents under a lease with the Authority.

2.5 Inconsistencies between the by-laws and leases

If there is any inconsistency between the by-laws and the terms of a lease with the Authority for Common Property or an Apartment, the lease with the Authority prevails to the extent of the inconsistency.



By-Law 3

Your behaviour

3.1 What are your general obligations?

You must not:

- a. make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or
- b. use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- c. smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from cigarettes, cigars or pipes to enter Common Property; or
- d. obstruct the legal use of Common Property by any person; or
- e. do anything in the Building which is illegal; or
- f. do anything which might damage the good reputation of the Owners Corporation or the Building.

3.2 Complying with the law

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

- a. your Apartment; and
- b. the use of your Apartment; and
- c. Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The laws 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 4

You are responsible for others

4.1 What are your obligations?

You must:

- a. take all reasonable actions to ensure your visitors comply with the by-laws and any Rules made under by-law 26 ("Rules"); and
- b. make your visitors leave the Building if they do not comply with the by-laws; and
- c. take reasonable care about who you invite into the Building;
- d. accompany your visitors at all times, except when they are entering or leaving the Building; and
- e. in addition to your obligations under by-law 20 ("Using the Health Club"), ensure that:
 - i. an adult exercising effective control accompanies children under 12 who are in your care when the children are in parts of the Darling Island Apartments which could be dangerous to them (eg in the carpark or on driveways);
 - ii. children who are in your care do not play in Common Property areas inside the Building (eg in corridors or stairwells).

You must not allow another person to do anything which you cannot do under the by-laws.

4.2 Requirements if you sub-lease your Apartment

If you sub-lease or licence your Apartment, you must:

- a. include in any sub-lease or other agreement with an Occupier of your Lot provisions requiring the Occupier to refrain from breaching the by-laws;
- b. provide your tenant or licensee with an up-to-date copy of the by-laws; and
- c. ensure that your tenant or licensee and their visitors comply with the by-laws; and
- d. take all action available to you, including action under the sub-lease or licence agreement, to make them comply with the by-laws or, failing that, leave the Building.

By-Law 5

What are your obligations for your Apartment?

5.1 General obligations

You must:

- a. keep your Apartment clean and tidy and in good repair and condition; and
- b. properly maintain, repair and, where necessary, replace the fixtures and equipment which service your Apartment including any installations or alterations to your Apartment (whether or not you made the installation or alteration); and
- c. notify the Owners Corporation if you change the use of your Apartment in a way which may affect its insurance policies or premiums. See by-law 23 ("Insurance premiums") for important information about increasing and paying for insurance premiums; and
- d. at your expense, comply with all laws about your Apartment, including requirements of Government Agencies; and
- e. at your expense, comply with the terms of the Lot Lease for your Apartment.

5.2 When will you need consent from the Owners Corporation?

You must have consent from the Owners Corporation to:

- a. carry out Building Works; or
- b. keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of the Building; or
- c. install bars, screens, grilles, security locks or other safety devices on the interior or exterior of

- windows or doors in your Apartment if they are visible from outside your Apartment or the Building; or
- d. install an intruder alarm with an audible signal; or
 - e. attach or hang an aerial or wires outside your Apartment or on the Building.

5.3 Rights of the Owners Corporation to enter your Apartment

In addition to its rights under by-law 29 ("Failure to comply with by-laws"), the Owners Corporation has the right to enter your Apartment to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

5.4 Floor coverings

If you an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

5.5 Changing floor coverings

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment which assist to prevent the transmission of noise to other Apartments.

5.6 Window tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to windows and sliding glass doors in your Apartment.

5.7 Window coverings

The colour of the backing of curtains or other window coverings in your Apartment must be white or another colour approved by the Owners Corporation.

5.8 Cleaning windows

Subject to by-law 5.9 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

5.9 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 5.8 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

5.10 Drying your laundry

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

By-Law 6

The Balcony of your Apartment

6.1 What may you keep on a Balcony?

You may keep pot plants, landscaping, occasional furniture and outdoor equipment on the Balcony of your Apartment if:

- a. it is of a type approved by the Owners Corporation; or
- b. it is of a standard commensurate with the standard of the Building; or
- c. it will not (or is not likely to) cause nuisance to another Owner or Occupier; or
- d. it will not (or is not likely to) become dangerous or cause damage.

6.2 Access to Balconies

To enable the Owners Corporation to inspect, repair or replace Common Property, you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

6.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove items from the Balcony of your Apartment that are not Common Property.

6.4 Enclosing a Balcony

You must not enclose the Balcony of your Apartment without consent from the Owners Corporation and Government Agencies.

6.5 Changing of light fittings

You must have consent from the Owners Corporation to:

- a. change any light fitting on your Balcony; and
- b. add additional light fittings to your Balcony.

By-Law 7

Keeping and operating a barbecue

7.1 What are your rights and obligations?

You may keep and operate a barbecue on the Balcony of your Apartment if:

- a. it is a type approved under by-law 7.2 ("Types of portable barbecues"); and
- b. it will not (or is not likely to) cause damage; and
- c. it is not (or is not likely to become) dangerous; and
- d. you keep it clean and tidy; and
- e. you comply with this by-law.

7.2 Types of portable barbecues

You may keep and operate the following types of barbecues on the Balcony of your Apartment:

- a. a barbecue similar to those installed in various Apartments on registration of the Strata Plan; or
- b. a good quality gas or electric portable barbecue in good condition; or
- c. any other type approved by the Owners Corporation.

You may not keep and operate a portable barbecue on the Balcony of your Apartment if that portable barbecue is in poor condition or has no cover.

7.3 Operating a portable barbeque

You may only operate your barbecue during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).

7.4 What if your barbecue interferes with someone else?

When you use a barbecue, you must not create unreasonable smoke, odours or noise which interfere with another Owner or Occupier.

By-Law 8

Keeping an animal

8.1 What animals may you keep?

Subject to this by-law, you may keep the following animals within your Apartment:

- a. goldfish or other similar fish in an indoor aquarium (provided that advice from a structural engineer is obtained prior to any large aquarium being installed in an Apartment); and
- b. a cat, small dog or small caged bird; and
- c. a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you need the dog or other animal because of a visual disability, a hearing disability or any other disability.

8.2 Powers given to Owners Corporation to remove animals

The Owners Corporation may order you at any time to remove your animal if;

- a. it becomes offensive, vicious, aggressive, noisy or a nuisance; or
- b. you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
- c. your animal continues to defecate on another Apartment or Common Property after a warning has been given to you by the Owners Corporation; or
- d. your dog is a dangerous or nuisance dog under the *Companion Animals Act 1998 (NSW)*; or
- e. your dog is not registered under the *Companion Animals Act 1998 (NSW)*.

8.3 Your obligation

If you keep an animal in your Apartment you must:

- a. notify the Owners Corporation that the animal is being kept in your Apartment; and
- b. keep the animal within your Apartment; and
- c. not let the animal cause a nuisance to other Owners and Occupiers; and
- d. immediately clean or repair any part of your Apartment or the Common Property if soiled or damaged by the animal.

8.4 Your Visitors

You must not allow a visitor to bring an animal into the Building unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

By-Law 9

Erecting a sign

9.1 Your obligations

You must not erect a sign in your Apartment which is visible from outside your Apartment or on Common Property without the consent of the Owners Corporation.

9.2 Owners Corporation may remove

The Owners Corporation may remove any sign erected without its consent.

By-Law 10

Fire control

10.1 What are your obligations?

You may keep flammable materials in your Apartment only if you:

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

10.2 Comply with the law

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

10.3 Restrictions about fire safety

You must not:

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

By-Law 11

Moving and delivering furniture and goods

REPEALED

By-Law 12

Parking on Common Property

12.1 Owners Corporation consent required

Subject to the by-laws, you must have consent from the Owners Corporation to park or stand a vehicle on Common Property (other than in the dedicated car wash bay).

12.2 Visitor parking

If you are an Owner or Occupier, you may allow your visitors to park in Common Property visitor parking spaces provided that your visitors park there only on a casual basis. You must not park in the Common Property visitor parking spaces.

12.3 Car wash bay

The Common Property car wash bay may only be used for the purposes of washing your motor vehicle. You must immediately clean the car wash bay after you use it.

By-Law 13

Controlling traffic in Common Property

The Owners Corporation may:

- a. impose a speed limit for traffic in Common Property; and
- b. impose reasonable restrictions on the use of Common Property driveways and parking areas; and
- c. install speed humps and other traffic control devices in Common Property (eg boom gates and security roller shutters); and
- d. install signs about parking; and
- e. install signs to control traffic in Common Property and, in particular, traffic entering and leaving Darling Island Apartments.

By-Law 14

Disposing of your garbage

14.1 General requirements

You must not deposit or leave garbage or recyclable materials:

- a. on Common Property (other than in a garbage room or a garbage chute according to this by-law); or
- b. in an area of your Apartment which is visible from outside your Apartment (eg: on the Balcony of your Apartment).

14.2 What are your obligations?

You must:

- a. drain and securely wrap your household garbage and put it in the garbage chute nearest the entry to your Apartment; and
- b. take any over-sized garbage to the main garbage room in Building 1; and
- c. leave all recyclable materials in that part of the garbage room nearest the entry to your Apartment designated for the disposal of recyclable materials; and
- d. drain and clean bottles and make sure they are not broken before you place them in the garbage room nearest the entry to your Apartment for that purpose; and
- e. recycle your garbage according to instructions from the Owners Corporation or Council; and
- f. contact the Owners Corporation to remove (at your cost) any large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

14.3 Rules for using garbage chutes

You must not:

- a. put bottles or glass in a garbage chute; or
- b. put liquids in a garbage chute; or
- c. put items that weigh more than 2.5 kilograms in a garbage chute; or
- d. put boxes or large items in a garbage chute that might block it.

14.4 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of the Common Property.

14.5 Role of the Owners Corporation

The Owners Corporation must:

- a. make garbage and recyclable materials available for collection by Council (including moving garbage and recyclable materials to a central collection area); and
- b. arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

By-Law 15

Complying with the Development Consent

15.1 General requirements

The Owners Corporation, Owners and Occupiers must comply with the Development Consent.

15.2 What conditions apply?

Without limiting by-law 15.1 ("General requirements"), the Owners Corporation, Owners and Occupiers must comply with conditions of the Development Consent which apply to the ongoing use and operation of the Building, including:

a. Louvres on northern façade of Building 2 and Building 3

The fixed louvres located on the northern facade of Building 2 and Building 3 must not be unhinged for any reason other than for cleaning and general maintenance purposes.

b. Satellite Dishes

Satellite dishes, aerials and the like shall not be attached to the roof of Building 2 or Building 3. A separate development application is required for additional telecommunications facilities (including satellite dishes, aerials and the like) to be attached to the roof of Building 1.

c. Residential Occupation

All Apartments must either be occupied by Owners or by Occupiers with a residential lease under the Residential Tenancies Act 1987.

A certificate signed by the Owners Corporation or a solicitor (holding a current practicing certificate) must be forwarded to **Council** within 12 months of registration of the Strata Scheme, and every 12 months thereafter, certifying that the all Apartments approved for residential occupation are either occupied by the Owner(s) of the relevant Apartment or are subject to a residential lease under the Residential Tenancies Act 1987.

All Owners must promptly upon request provide in writing any information that the Owners Corporation requires and do everything reasonably required by the Owners Corporation in order that it may provide the relevant information to Council.

d. Public Art

The Owners Corporation must maintain, repair and keep on display the Public Art and keep erected a sign which acknowledges the creator and title of the Public Art.

The Owner Corporation must not modify the Public Art without the consent of its creator.

The Owners Corporation must not replace the Public Art without first having:

- i. given the creator of the Public Art to be removed at least 30 days notice of its intention to do so; and
- ii. obtained consent from the Authority to install the replacement Public Art (such consent not to be unreasonably withheld).

Any replacement Public Art must be of a similar quality to the existing Public Art and be positioned to maximise its visibility from the public domain.

e. Signage

A development application must be submitted and approved for any signage (other than street numbering) which is proposed to be externally fitted or applied prior to the erection or display of such signage.

f. Parking

Owners and Occupiers are not eligible to participate in the resident permit parking scheme in the area surrounding the Buildings.

g. Trade Waste

The Owners Corporation must enter into and continually maintain a contract with Council or a licensed contractor for the removal of trade waste from the Buildings.

h. Site Audit Statement

The Owners Corporation must not penetrate or disturb or allow an Owner to penetrate or disturb any part of the lower ground or basement floors slabs which sit directly on top of the ground.

By-Law 16

Carrying out Building Works

16.1 When do you need consent?

Subject the by-laws, you must have consent from the Owners Corporation to carry out Building Works.

16.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- a. alter or remove an Inter-Tenancy Wall according to by-law 17 ("Inter-Tenancy Wall"); or
- b. carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.

However you must comply with by-laws 16.3 ("Procedures before you carry out Building Works") to 16.5 ("Making arrangements with the Owners Corporation") in relation to Building Works under By-Laws 16.2 (a) or (b) ("When is consent not necessary?").

16.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- a. obtain necessary consents from the Owners Corporation and Government Agencies; and
- b. find out where services lines and pipes are located; and
- c. obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- d. if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

16.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- a. use qualified, reputable and, where appropriate, licensed contractors; and
- b. carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- c. repair any damage you (or persons carrying out the Building Works for you) cause to Common Property, the property of another Owner or Occupier, or the land immediately surrounding the Buildings; and
- d. use reasonable endeavours to ensure the Building Work is carried out without unnecessary noise.

16.5 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- a. arrange with the Owners Corporation a suitable time and means by which to access the Building for purposes associated with those Building Works; and
- b. comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Building; and
- c. ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Building.
- d. pay the reasonable external costs incurred by the Owners Corporation in providing you with consent (if such consent is required).

By-Law 17

Inter-Tenancy Walls

17.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law, you may alter or remove an Inter-Tenancy Wall if:

- a. you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Apartment; and
- b. it is not a structural wall; and
- c. before you carry out the work, you provide the Owners Corporation with a certificate from the Building Manager or a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartment (including services or acoustic insulation to those Apartments); and
- d. you do not adversely affect any Services that service another Apartment; and
- e. you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

17.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 17.1 ("when may you alter or remove an Inter-Tenancy Wall?"). However, you must obtain all necessary consents from Council and Government Agencies before you alter or remove an Inter-Tenancy Wall.

17.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- a. carry out the work in the method certified by the structural engineer if the Inter-Tenancy Wall is a structural wall; and
- b. if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar-General; and
- c. comply with by-law 16.3 ("Procedures before you carry out Building Works") to 16.5 ("Making arrangements with the Owners Corporation"); and
- d. acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

By-Law 18

Agreement with the Building Manager

18.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building manager to provide management and operational services for the Building generally.

18.2 Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

18.3 Delegation of functions

Subject to relevant laws, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

18.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with a Building Manager during the Initial Period:

- a. the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation or for such other maximum term permitted by law; and
- b. the Owners Corporation may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

18.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with a Building Manager after the Initial period:

- a. the term of the agreement may be for the period agreed by the Owners Corporation which in case should not exceed the period permitted by law; and
- b. the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

18.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation and a Building Manager must have provisions about:

- a. the rights of the Owners Corporation to terminate the agreement early if the Building manager does not properly perform its functions or comply with its obligations under the agreement; and
- b. the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

18.7 Duties of the Building Manager

The duties of a Building manager under an agreement with the Owners Corporation may include:

- a. caretaking, supervising and servicing Common Property; and
- b. supervising security, cleaning and garbage removal services; and
- c. supervising the repair, maintenance, renewal or replacement of Common Property; and
- d. co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- e. co-ordinating the carrying out of Building Works; and
- f. managing the Security Keys system and providing Security Keys according to the by-laws; and
- g. providing services to Owners and Occupiers; and
- h. supervising employees and contractors of the Owners Corporation; and
- i. managing the operation of the Building generally; and
- j. doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

By-Law 19

Licences

19.1 Powers of the Owners Corporation

If permitted by law, the Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

19.2 What provisions may a licence include?

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

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

By-Law 20

Using the Health Club

20.1 Who can use the Health Club?

The Health Club is available for use by you and your visitors only during the hours nominated by the Owners Corporation in accordance with by-law 20.2 (a) ("What rules apply when using the Health Club?"). You must accompany your visitors at all times when your visitors use the Health Club.

20.2 What rules apply when using the Health Club?

You and your visitor when using the Health Club facilities must:

- a. only use the Health Club between the hours of 7:00am and 9:00pm or such other times agreed by the Owners Corporation; and
- b. ensure that an adult exercising effective control accompanies children under 12 who are in your care when the children use or are in the Health Club; and
- c. ensure that food and drink (other than water in plastic bottles) are not consumed in the Health Club; and
- d. ensure that no glass containers are taken into or remain in the Health Club; and
- e. not run or splash or act in a manner that is likely to cause a nuisance or danger to other Owners, Occupiers and their visitors using the Health Club; and
- f. operate and adjust gym equipment only according to the instructions of the manufacturer;
- g. wipe down gym equipment after using it; and
- h. not interfere with or damage the furniture, equipment, Services or Common Property within the Health Club; and
- i. at all times be suitably clothed; and
- j. not do anything that might be dangerous or behave in a manner that might unreasonably interfere with the use of the Health Club by other Owners, Occupiers and their visitors;
- k. not hold parties or other functions (eg swimming classes or exercise classes) in the Health Club without consent from the Owners Corporation.

20.3 Obligations of the Owners Corporation

The Owners Corporation must ensure that:

- a. the water in the pool and spa is properly treated by a suitably qualified contractor on a regular basis and that the Health Club is kept clean and in good condition; and
- b. that appropriate safety signage is erected and maintained in the Health Club in accordance with Council and Government Agency requirements and good practice.

By-Law 21

Use of Storage Spaces

21.1 What are your obligations?

You must:

- a. provide the Owners Corporation with access to your Storage Space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws; and
- b. keep your Storage Space clean and tidy; and
- c. use your Storage Space only for lawful purposes; and
- d. maintain and repair your Storage Space; and
- e. keep your Storage Space free from vermin; and
- f. comply with the reasonable requirements of the Owners Corporation when you exercise your rights or comply with your obligations under this by-law.

21.2 Restrictions on using storage spaces

You must not:

- a. keep flammable materials in your Storage Space; or
- b. leave garbage or recyclable materials in your Storage Space.

By-Law 22

Damage to Common Property

22.1 What are your obligations?

Subject to the by-laws, you must:

- a. use Common Property equipment only for its intended purpose; and
- 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 person doing work or carrying out Building Works in the Building on your behalf.

22.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

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

By-Law 23

Insurance premiums

23.1 Consent from the Owners Corporation

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.

23.2 Payments for increased premiums

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.

By-Law 24

Security at the Building

24.1 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- a. stop intruders coming into the Building; and
- b. prevent fires and other hazards.

24.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the operation and security of the Building.

24.3 Restricting access to Common Property

Subject to this by-law, the Owners Corporation has the power to:

- a. close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and
- b. restrict by Security Key your access to levels in the Building where you do not own or occupy an Apartment or areas you do not have access to according to an Exclusive Use By-Law; and
- c. allow security personnel to use part of Common Property to operate or monitor security of the Building. The Owners Corporation may exclude you from using these parts of Common Property.

24.4 What are your obligations?

You must not:

- a. interfere with security cameras or equipment; or
- b. do anything that might prejudice the security of the Building or the safety of its Occupiers.

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

By-Law 25 Security Keys

25.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 24 ("Security at the Building").

25.2 Fees for additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

25.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

25.4 Managing the Security Key system

The Owners Corporation has the power to:

- a. require you to promptly return your Security Keys to the Owners Corporation to be reprogrammed; and
- b. deactivate your Security Keys if you fail to return them when requested provided always that it makes available new Security Keys for you to access your Apartment; and
- c. make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. Such agreement may include provisions requiring Owners and Occupiers to pay that other person an administration fee for the provision of Security Keys.

25.5 What are your obligations?

You must:

- a. comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about reprogramming and returning Security Keys; and
- b. take all reasonable steps not to lose Security Keys; and
- c. return Security Keys to the Owners Corporation if you do not need them or when you cease to be an Owner or Occupier; and
- d. notify the Owners Corporation immediately if you lose a Security Key.

25.6 Some prohibitions

You must not:

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

25.7 Procedures if you sub-lease your Apartment

If you sub-lease or licence your Apartment, you must include a requirement in the sub-lease or licence that the tenant or licensee returns their Security Keys to the Owners Corporation when they cease to be a tenant or licensee of an Apartment.

By-Law 26

Rules

26.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Building and, in particular, the use of Common Property.

26.2 Changing Rules

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

26.3 What are your obligations?

You must comply with the Rules.

26.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-law or requirements of the Government Agency prevail to the extent of the inconsistency.

By-Law 27

How are consents given?

27.1 Who may give consent:

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.

27.2 Conditions

The Owners Corporation or the Executive Committee may grant you consent under the by-laws subject to fulfilment of one or more conditions. You must comply with the conditions.

27.3 Can consent be revoked?

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 28

Exclusive Use By-Laws

28.1 Purpose of an Exclusive Use By-Law

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, an Exclusive Use By-Law makes Owners responsible for the Common Property which they exclusively use or have the benefit of. Exclusive Use By-Laws also create special privileges in respect of Common Property.

28.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

28.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution create, amend or cancel an Exclusive Use By-Law or this by-law only with the written consent of:

- a. each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- b. the Authority.

28.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under an Exclusive Use By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under an Exclusive Use By-Law.

28.5 Regular accounts for your costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- a. include those amounts in notices for your administrative fund or sinking fund contributions; and
- b. require you to pay those amounts quarterly in advance (or for other periods reasonably determined by the Owners Corporation).

28.6 Repairing damage

You must repair damage you cause (or someone acting on your behalf causes) to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under an Exclusive Use By-Law.

28.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law.

28.8 Additional insurances

In addition to your obligations under by-law 23 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Exclusive Use By-Law.

28.9 Access to exclusive use areas

An Owner of an Apartment which has the benefit of an Exclusive Use By -Law must give the Owners Corporation access to the exclusive use or special privilege area to allow the Owners Corporation to exercise its rights and comply with its obligations under the Management Act, the by-laws and Common Property Lease. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

By-Law 29

Failure to comply with by-laws

29.1 Powers of the Owners Corporation

The powers of the Owners Corporation under this by-law 29 are in addition to those that it has under the Management Act.

29.2 What can the Owners Corporation do?

The Owners Corporation may do anything in your Apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

29.3 Procedures

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

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

29.4 Recovering money

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

By-Law 30

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 31

Interpretation

31.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Apartment means a Lot in the Building other than a Utility Lot.

Authority means the lessor (as that term is defined in Development Act) from time to time for Lots and Common Property. Where appropriate in the context, "**Authority**" also includes agents, employees, invitees and licensees of the Authority.

Balcony means the three buildings and common basement comprising the Strata Scheme. A reference to Building 1, Building 2, and Building 3 is a reference to the building so identified on the strata plan for the Strata Scheme.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 18 ("Agreement with the Building Manager").

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

- a. Common Property structure including Common Property walls, columns, slabs, floors and ceilings enclosing your Apartment and noting that Common Property walls include windows and doors in those walls; or
- b. the internal walls inside your Apartment (eg a wall dividing two rooms in your Apartment); or

- c. the external surfaces of your Apartment; or
- d. Common Property Services; or
- e. Services in the Building, whether or not they are for the exclusive use of your Apartment.

Building Works exclude:

- f. minor fit out works inside an Apartment; and
- g. works or alterations to the interior of Common Property walls in an Apartment (eg hanging pictures or attaching items to those walls); and
- h. works which you are entitled to carry out under an Exclusive Use By-Law.

Carspace means:

- a. a carspace that forms part of an Apartment; or
- b. a carspace that is subject to an Exclusive Use By-Law.

Common Property means common property in the Strata Scheme and personal property of the Owners Corporation.

Common Property Lease means the lease between the Owners Corporation and the Authority date [insert date] in respect of the Common Property.

Council means Council of the City of Sydney.

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

Development Consent means all current approvals and consents obtained from Government Agencies for the use and operation of the Building or that otherwise apply to the Building or the Strata Scheme.

Executive Committee means the executive committee of the Owners Corporation.

Exclusive Use By-Law means 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.

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

Health Club means the area containing:

- a. the pool, spa and sauna including pumps and other equipment (and the rooms in which they are located) associated with their use, operation, maintenance and repair; and
- b. gymnasium and change rooms including all amenities, equipment, fixtures and fittings installed or otherwise provided or located in the gymnasium or change rooms, located on the upper basement level of the Building.

Initial Period has the same meaning as it does in the Management Act.

Inter-Tenancy Wall means a Common Property wall between two Apartments.

Lessee has the meaning given to it in the Development Act.

Lot means an Apartment or Utility Lot.

Lot Lease means the lease entered into by an Owner and the Authority in respect of an Apartment or a Utility Lot.

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

Occupier means the occupier, sub-lessee or licensee of an Apartment.

Owner means, if a leasehold interest exists in respect of an Apartment:

- a. the Lessee(s) for the time being of a leasehold interest in an Apartment; and
- b. if an Apartment is subdivided or re-subdivided, the Lessees for the time being of a leasehold interest in the new Apartments; and
- c. for an Exclusive Use By-Law, the Lessee(s) of the Apartment(s) benefiting from the by-law; and
- d. a mortgagee in possession of an Apartment.

Owners Corporation means The Owners – Strata Plan No.

Public Art means the vinyl and paint artwork created by Sara Hughes which is applied to the walls in the main lobby in Building 1 and minor lobbies in Building 2 and Building 3 or any subsequent artwork that replaces it from time to time.

Rules means Rules made by the Owners Corporation according to by-law 26 ("Rules").

Security Keys means a key, magnetic or electronic card or other device used in the Building to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Services means the services running through or servicing an Apartment or Common Property including air, air conditioning, power, electricity, gas, water, sewerage, telecommunications, fire prevention equipment, fire sprinkler and public address and includes all pipes, wires, cables, ducts and other conduits in connection with them.

Storage Space means:

- a. that part of an Apartment; or
- b. a Utility Lot; or
- c. any part of the Common Property the subject of an Exclusive Use By-Law.

intended solely for storage and includes the floor and wire mesh enclosure around the Storage Space.

Strata Manager means 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 means the strata scheme established within former lot 18 in DP1072418.

Utility Lot has the same meaning it has in section 68 of the Development Act and are the Storage Spaces that are designated as separate lots in the Strata Scheme.

31.2 Reference to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- a. **(Management Act)** words that this by-law does not explain have the same meaning as they do in the Management Act; and
- b. **(you)** the word "you" means an Owner or Occupier; and
- c. **(by-laws)** a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for the Building; and
- d. **(variations or replacement)** a document (including the by-laws) includes any amendment, addition or replacement of it; and
- e. **(reference to statutes)** a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- f. **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- g. **(executors, administrators, successors)** a particular person includes a reference to the

- person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- h. **(singular includes plural)** the singular included the plural and vice versa; and
 - i. **(meaning not limited)** the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing as example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

31.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

31.4 Severability

If the whole or any part of a provision in the by-law is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

31.5 Discretion in exercising rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

31.6 Partial exercise of rights

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

31.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

Special By-Law 1

Transportation of goods

PART 1

GRANT OF POWER

1. In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions subject to the conditions set out in Part 3:
 - a. the power to make requirements for the use of the common property in relation to moving and transportation of Goods within the Lots and on and about the common property;
 - b. the power to charge and recover a fee for providing supervision services for the moving or transportation of any Goods;
 - c. the power to charge and apply the Bond; and
 - d. the duty to regulate the use of the lift.

PART 2

DEFINITIONS & INTERPRETATION

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

- a. Act means the *Strata Schemes Management Act, 1996*.
- b. Bond means the refundable bond in the amount of \$500.00 (or such other amount determined by

- the Owners Corporation from time to time) payable to the Owners Corporation under clause 3.2(e) and subject to clause 3.3(b).
- c. Building means the building at 3 Darling Island Road Pyrmont NSW 2009.
 - d. Building Manager means the Building Manager referred to in the by-laws registered with the strata plan.
 - e. Goods means any furniture or large object (inclusive of crates, boxes and the like which contain any furniture, equipment or supplies).
 - f. Lift means the common property lift allocated to an Owner or occupier for use in moving Goods in and/or out of the Building.
 - g. Lot means any lot in strata plan 73910.
 - h. Owner means the owner of the Lot.
 - i. Owners Corporation means the owners corporation created by the registration of strata plan registration no. 73910.

2.2 In this by-law, unless the context otherwise requires, a word which denotes:

- a. the singular includes 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; and
- d. references to legislation includes references to amending and replacing legislation.

2.3 Where a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

PART 3

CONDITIONS

3.1 An Owner or occupier of a Lot shall not transport any Goods through the common property without the prior written approval of the Owners Corporation or Building Manager under this bylaw.

3.2 An Owner or occupier must:

- a. apply to the Owners Corporation or Building Manager at least seven (7) days before any Goods are to be transported through the common property specifying the time and date for the proposed transportation of Goods;
- b. ensure that the transportation of the Goods is supervised by the Owner, occupier or some other person advised to the Owners Corporation;
- c. comply with the directions of the Owners Corporation or Building Manager in respect of the transportation of the Goods;
- d. ensure that any tradesperson, delivery company, removalist, representative or the like comply with the terms of this by-law;
- e. pay the Bond to the Owners Corporation (subject to deductions under clause 3.3(b));
- f. reimburse the Owners Corporation for all of its costs relating to the transportation of the Goods. These costs to include the attendance of the Building Manager, supervision of the transportation of the Goods outside the regular working days and hours from time to time of the Building Manager (pursuant to paragraph (h) below), costs of running the Lift, protective padding of the Lift, protection for common property flooring and the removal of same and inspection by the Building Manager to assess compliance with this by-law;
- g. only use the Lift directed by the Owners Corporation or Building Manager;
- h. only carry out the transportation of Goods between the hours of 9:00 am and 5:00pm Monday to Friday provided that if the transportation of the Goods is to take place outside these regular days or times, the Owners Corporation shall be entitled to charge and recover from the Owner or occupier a fee for such irregular attendance or supervision by the Owners Corporation or the Building Manager; ensure that the Lift and common property are left in a clean and tidy state after the transportation of the Goods has occurred in the opinion of the Building Manager or the Owners Corporation; and ensure that the transportation of the Goods does not interfere with or

damage the common property or the property of any other Owner or occupier and if this occurs the Owner or occupier must rectify that interference or damage within a reasonable period of time, at their own cost:

3.3 The Owners Corporation must:

- a. deal with any application under clause 3.2(a) in a timely manner; and
- b. within one (1) month of the transportation of the Goods return the Bond, or the balance (if any) remaining after the Owners Corporation's costs have been deducted under this by-law (including costs under clause 3.2(f), (h), (i) and (w).

PART 4

ENDURING OBLIGATIONS

4.1 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 Building Manager given under this bylaw;
- c. remains liable for any damage to Lot or common property arising out of the transportation of the Goods; and
- d. indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the transportation of the Goods including in respect of the property of an Owner or occupier.

4.2 The Owners Corporation may demand payment from an Owner or occupier for any money outstanding under this by-law and recover this amount from the Owner or occupier as a debt due.

**Special By-Law 2
Renovation works**

PART 1.1

GRANT OF RIGHT

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this bylaw.

PART 1.2

THIS BY-LAW TO PREVAIL

1.2

- a. Notwithstanding anything contained in by-laws 5.2, 16, 17 & 22 applicable to the scheme, or any other by-law applicable to the scheme, the Owner may (at the Owner's cost and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.
- b. If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

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

- 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 Council.
- c. Building means 3 Darling Island Road, Pyrmont NSW 2009.
- d. Council means the Council of the City of Sydney.
- e. Demolition Plan means the demolition plan prepared by Caroline Choker Interior Design Project Management numbered "03" dated 31 October 2007 and tabled at the meeting at which this by-law was passed and may be attached to this by-law.
- f. Drawings means:
 - i. the Demolition Plan;
 - ii. the Existing Floorplan; and
 - iii. the Proposed Floorplan.
- g. Existing Floorplan means the existing floorplan drawings prepared by Caroline Choker Interior Design Project Management numbered "01" dated 31 October 2007 and tabled at the meeting at which this by-law was passed and may be attached to this by-law.
- h. Insurance means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - ii. insurance required under the *Home Building Act, 1989*, to the value of the Works, (if necessary); and
 - iii. workers' compensation insurance.
- i. Lot means lots 88 and 108 in strata plan 73910. Owner means the owner(s) of the Lot.
- j. Owners Corporation means the owners corporation created by the registration of strata plan registration no. 73910.
- k. Proposed Floorplan means the proposed floorplan drawings prepared by Caroline Choker Interior Design Project Management numbered "02" dated 31 October 2007 and tabled at the meeting at which this by-law was passed and may be attached to this by-law.
- l. Works means the works to the Lot and the common property to be carried out in connection with the reconfiguration of the Lot from two 2 x bedroom apartments into a single 3 x bedroom apartment and other renovations and associated works to the Lot including:
 - i. removal of the existing internal boundary/inter-tenancy wall as depicted in the Demolition Plan;
 - ii. conversion of existing rooms;
 - iii. removal and replacement of existing hall flooring;
 - iv. installation of internal partitioning, new lighting and stacked sliding screens;
 - v. disconnection, relocation and alteration of existing plumbing and electrical services;
 - vi. application of water-proofing and membrane system with silicon sealing of all corners to all wet areas;

together with:

- A. reconnection of plumbing, electrical services as required;
- B. ancillary works to facilitate the works referred to in sub- paragraphs (i)-(vi) above;
- C. restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Drawings and the provisions of this by-law.

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

- a. the singular includes plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act; and
- d. references to legislation include references to amending and replacing legislation.

PART 3

30/121

CONDITIONS

PART 3.1

BEFORE COMMENCEMENT

3.1 Before commencement of the Works the Owner must:

- a. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- b. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- c. effect and maintain Insurance and provide a copy to the Owners Corporation; and
- d. pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

PART 3.2

DURING CONSTRUCTION

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- a. comply with the requirements of any Authority;
- b. use duly licensed employees, contractors or agents to conduct the Works;
- c. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- d. ensure the Works are carried out expeditiously and with a minimum of disruption;
- e. carry out the Works between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- f. perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Owners Corporation;
- g. transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- h. protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- i. ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; (f) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- j. not vary or increase the scope of the Works without first obtaining the consent in writing from the Owners Corporation and any Authority.

PART 3.3

AFTER CONSTRUCTION

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

- a. notify the Owners Corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- d. provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property (including the Lot) have been completed in accordance with the terms of this

by-law; and

- e. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to determine compliance with this by-law or any consents provided under this by-law from time to time.

3.3.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

PART 3.4

ENDURING RIGHTS AND OBLIGATIONS

3.4 The Owner:

- a. must maintain and upkeep the Works;
- b. must maintain and upkeep those parts of the common property in contact with the Works;
- c. remains liable for any damage to any lot or common property (including the Lot) arising out of the Works; and
- d. indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works.

PART 3.5

DEFAULT BY THE OWNER

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

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

PART 3.6

TRANSFER OF LOT

3.6 Notwithstanding anything contained in this by-law or any other by-law applicable to the scheme, if, after the passing of this by-law and the commencement of the Works, the Owner transfers:

- a. either Lot independently of the other; or
- b. both Lots to an owner wishing to utilise the Lots as two separate and distinct lots,

the Owner shall be liable at its sole cost and responsibility to reinstate the inter-tenancy wall referred to in clause 2.1 (m)(i) in so far as the common property is affected, if and when directed by the Owners Corporation.

Special By-Law 4

Timber & tile decking

1. It is inappropriate to maintain, renew replace or repair timber and tile decking installed on lot balconies at the scheme which form part of the common property.
2. The owners corporation's decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-Law 5

Exterior works

Grant of Right

1. Notwithstanding anything contained in the by-laws applicable to the scheme, an Owner shall have the **Special Privilege** (at the Owner's cost and to remain the Owner's fixture) to maintain, renew, replace and keep in good and serviceable repair any Exterior Works existing or installed by them or the occupier of their Lot.

Definitions

2. 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 including the Council.
 - c. **Benefited Lot** means any lot at the scheme having attached to it Exterior Works that exclusively service that respective lot.
 - d. **Building** means the building situated at 3 Darling Island Road, Pymont NSW 2009.
 - e. **Building Manager** means the Building Manager referred to in the by-laws registered with the strata plan.
 - f. **Council** means Council of the City of Sydney.
 - g. **Exterior Works** means the existing exterior works comprised of any timber and tile decking of Benefited Lot balconies which form part of the common property.
 - h. **Lot** means any Benefited Lot in Strata Plan No. 73910.
 - i. **Owner** means the owner for the time being of the Lot.
 - j. **Owners Corporation** means the owners corporation created by the registration of Strata Plan No. 73910.
 - k. **Special Privilege** means a by-law creating a right in respect of any specified part of the common property.

Interpretation

3. In this by-law, unless the context otherwise requires:
 - The singular includes the plural and vice versa;
 - Words implying any gender encompasses all genders;
 - Any terms in the by-law will have the same meaning as those defined in the Act; and
 - References to legislation include references to amending and replacing legislation.

This by-law to prevail

4. When a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

Conditions

5. Owner's obligations:

An owner shall:

- a. Protect all affected areas of the Building outside the Lot from damage relating to the maintenance, renewal, repair and replacement of the Exterior Works;
- b. maintain, keep in good and serviceable repair and replace, if necessary, at the frequency directed by the Building Manager or Owners Corporation from time to time, any Exterior Works existing as at the date this by-law was passed or subsequently installed by them or the occupier of their Lot;
- c. maintain, at the frequency directed by the Building Manager or the Owners Corporation from time to time those parts of the common property in contact with the Exterior Works;
- d. keep the Exterior Works clean and tidy and free from rubbish;
- e. not and shall ensure its occupier if any does not:

- i. affix or attach anything to the External Works without obtaining prior written consent of the Owners Corporation; and
 - ii. paint or otherwise treat any External Works (except as is required in the proper discharge of the Owner's obligations under this by-law);
- f. perform its obligations in order to keep the Building to the standard commensurate with a prestige residential development;
- g. in relation to its obligations in this clause 5, use duly licensed employees, contractors or agents and ensure any works necessary or desirable are in keeping with the appearance of the Building and are carried out:
 - i. in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and any fire safety regulations;
 - ii. between the hours of 7.00am and 5.00pm Mondays - Fridays or between 8.30am and 12 midday on Saturday; and
 - iii. expeditiously and with a minimum of disruption;
- h. remain liable for any damage to the Lot or common property arising out of the installation, repair, replacement, maintenance or removal of the Exterior Works;
- i. repair and/or reinstate the common property or personal property of the Owners Corporation and cover all liabilities assumed by or which may affect an Owner according to this by-law; and
- j. indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement, maintenance or removal of any Exterior Works including any liability in respect of the Benefited Lot or other property of the Owner.

Breach of this by-law

- 6. If an Owner fails to comply with any obligation under this by-law the owners corporation may:
 - a. Carry out all work necessary to perform that obligation; and
 - b. Recover the costs of such work from the Owner as a debt due.

Exterior works to remain property of the Owner

- 7. Any Exterior Works will always remain the property of the Owner, even though they may be installed by an occupier.

Owner's removal of Exterior Works

- 8. Nothing in this by-law permits an Owner to:
 - a. Remove any Exterior Works unless the Exterior Works are replaced in accordance with this by-law; or
 - b. Carry out Building Works without complying with By-law 16.

Applicability

- 9.
 - a. For the avoidance of doubt, this Special By-law applies to all Exterior Works installed prior to and after this by-law being made.
 - b. Empower EC to set the relevant standard of maintenance if (a) i & ii not resolved.

Special By-Law 6

Works to common property

Grant of Right

- 1. Notwithstanding anything contained in the by-laws applicable to the scheme, the Owners defined in this by-law shall have:
 - a. the Exclusive Use Right to exclusively occupy and use the common property as follows:

- i. Lot 35 - Lot 35 exclusive use area
- ii. Lot 36 - Lot 36 exclusive use area
- iii. Lot 56 - Lot 56 exclusive use area
- iv. Lot 88 and 108 - Lot 88 and 108 exclusive use area
- v. Lot 103 - Lot 103 exclusive use area
- b. the Special Privilege to carry out works to the common property within the defined exclusive use area subject to the conditions of this by-law.

Definitions

2. 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 Building including the Council.
- c. **Benefited Lot** means lots 36, 36 56, 88, 108 and 103.
- d. **Building** means the building situated at 3 Darling Island Road, Pyrmont NSW 2009.
- e. **Building Manager** means the Building Manager referred to in the by-laws registered with the strata plan.
- f. **Council** means Council of the City of Sydney.
- g. **Exclusive Use Area** means the exclusive use area respectively defined for Lots 35, 36, 56, 88, 103 and 108.
- h. **Exclusive Use Rights** means a by-law creating a right to exclusive use and enjoyment of a specified part of the common property.
- i. **Insurance means:**
 - i. Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - ii. Insurance required under the Home Building Act 1989, to the value of the Works (if necessary); and
 - iii. Workers compensation insurance.
- j. **Lot** means any Benefited Lot in Strata Plan No. 73910.
- k. **Lot 35 exclusive use area** means that area marked red on the plan attached to this by-law and marked "1".
- l. **Lot 36 exclusive use area** means that area marked red on the plan attached to this by-law and marked "2".
- m. **Lot 56 exclusive use area** means that area marked red on the plan attached to this by-law and marked "3".
- n. **Lot 88 and 108 exclusive use area** means that area marked red on the plan attached to this by-law and marked "4".
- o. **Lot 103 exclusive use area** means that area marked red on the plan attached to this by-law and marked "5".
- p. **Owner** means the owners of Lots 35, 36, 56, 88, 103 and 108.
- q. **Owners Corporation** means the owners corporation created by the registration of Strata Plan No. 73910.
- r. **Special Privilege** means a by-law creating a right in respect of any specified part of the common property
- s. **Works** means works to the common property within the respectively defined exclusive use areas in connection with the refurbishment of the lift lobby, all of which is to be carried out strictly in accordance with this by-law, and By-law 16.

Interpretation

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

- a. The singular includes the plural and vice versa;
- b. words implying any gender encompasses all genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act; and
- d. references to legislation include references to amending and replacing legislation.

This by-law to prevail

4. When a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

Conditions

The Works

5. The Works are defined in the Definitions, this clause provides a framework within which the Works may operate:
 - a. Structural
 - i. Structural elements in the lobby cannot be modified or impacted upon.
 - ii. Structural elements include studs battens beams, columns and concrete slabs.
 - b. Floor finishes
 - i. Existing services may be removed and replaced by other approved surfaces.
 - ii. Replacement surfaces are to have a minimum acoustic standard of Rw 55 and field rating of Rw 50 for airborne noise and IIC 55 for impact noise.
 - iii. Replacement finishes are limited to high quality carpet, stone, ceramic tiles or solid timber. Consent for such finishes are subject to appropriate acoustic insulation, details of which are to be provided in the application for approval.
 - c. Wall finishes
 - i. Wall linings may be removed and replaced with a lining of equal standard or better.
 - ii. Replacement surface must have acoustic and fire rating properties equal to or better than as-built finish.
 - iii. Existing linings may be painted or cladded with other approved materials.
 - d. Doors
 - i. Door frames will not be removed or interfered with.
 - ii. Doors may be replaced, with replacement doors complying with the appropriate fire rating performance for the particular location.
 - iii. Existing doors may be refinished by painting or by cladding with non-combustible material.
 - iv. Direction of door swing may not be modified, nor can the automatic closing device be removed from a door.
 - e. Lift surround
 - i. Lift surround and lift doors shall not be modified in any way.
 - f. Lighting
 - i. Existing lighting can be replaced with wall or ceiling lights.
 - ii. Up to 5 low voltage lamps can be used on the existing building circuit.
 - iii. Should more than 5 low voltage lights or should low voltage lights not be used, all lights are to be supplied from the owners supply circuit.
 - iv. Any penetrations of firewalls are to be fire rated.
 - v. Exit signs shall not be modified.
 - g. Services
 - i. Ceiling access panels are to be retained in their present location but may be resurfaced.
 - ii. Air conditioning register is not to be modified.
 - iii. Hydraulic, mechanical and electrical services in the ceiling and walls are not to be altered in any way.
 - h. Other fixtures
 - i. Fire Exit and Fire Hose Reel signage needs to be retained in accordance with Australian Standard Requirements.
 - ii. Skirting boards may be replaced with other materials and must be a minimum of 90mm high.
 - i. Fire Rating
 - i. If it is proposed to make changes to the apartment entry door or to the fire exit

door, the proposed changes are to be agreed in writing with the Owners Corporation's fire safety contractor and a copy of the agreement provided with the application.

- ii. On completion of the Works a certificate of compliance from the Owners Corporation's fire safety contractor shall be supplied to the Executive Committee.
- iii. All costs incurred by the fire safety contractor are to be met by the Owner.

Before Commencement

6. Before commencement of the Works the Owner must:

- a. Subject to the submission to the Owners Corporation of appropriate plans, drawings and description of materials and works, obtain the consent of the owners corporation to undertake the works in accordance with By-law 16;
- b. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- c. provide the Owners corporation's nominated representative(s) access to inspect the exclusive use area within forty eight (48) hours of any request from the Owners Corporation;
- d. effect and maintain Insurance and provide a copy to the owners corporation; and
- e. pay the owners corporation reasonable costs in preparing making and registering this by-law, including legal and strata management costs.

During Construction

7. During construction of the works, the Owner at the relevant time must:

- a. Comply with the requirements of any Authority;
- b. use duly licensed employees, contractors or agents to conduct the Works;
- c. ensure the works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards
- d. ensure the Works are conducted expeditiously and with a minimum of disruption to other occupants;
- e. carry out the Works between the hours of 7.00am and 5.00pm Mondays to Fridays or between 8.30am and 12 midday on Saturday or at such other times as reasonably approved by the Owners Corporation. No works shall be carried out on Sundays or public holidays;
- f. perform the Works within 1 calendar month from their commencement, or such other period as may be reasonably approved by the owners corporation;
- g. transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise directed by the Owners Corporation or the Building Manager;
- h. protect all affected areas of the Building outside the respective lot exclusive use area from damage relating to the Works or the transportation of construction materials, equipment and debris;
- i. ensure that the works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time and to the Owners Corporation's satisfaction;
- j. provide the Owners Corporation's nominated representative access to inspect the exclusive use area within 24 hours of any request from the Owners Corporation.
- k. not vary or increase the scope of the works approved under this by-law or By-law 16 without first obtaining the consent in writing from the Owners Corporation and any other Authority.

After the Works

8. After the Works have been completed the Owner must without reasonable delay:

- a. Notify the owners corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to any lot or common property

caused by the Works and not permitted by this by-law has been rectified;

- c. provide the Owners Corporation with a copy of all certificates or certification required by an Authority to approve the Works;
- d. provide the Owners Corporation with certification from a suitably qualified engineer, approved by the Owners Corporation, that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
- e. provide the Owners Corporation's nominated representative access to inspect the Works within 48 hours of any request from the Owners Corporation to determine compliance with this by-law or any consents provided under this by-law from time to time.

9. The Owner:

- a. Must maintain and upkeep the Works;
- b. must maintain and upkeep those parts of the common property in contact with the Works;
- c. remains liable for any damage to any lot or common property arising out of the Works, and
- d. indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works.

Lots 88 and 108

10. If after the passing of this by-law the owner of Lots 88 and 108 transfers:

- a. Either Lot 88 or Lot 108 independently of the other; or
- b. both Lots 88 and 108 to an owner or owners wishing to utilise the lots as 2 separate and distinct lots,

the owner of Lots 88 and 108:

- c. Cease to have the benefit of the Right of Exclusive Use and the Special Privilege as granted by this by-law, and
- d. if Works under this by-law were undertaken, must make good the area of common property within the defined exclusive use area for Lots 88 and 108 granted under this by-law to a standard to other similar areas of common property and to the satisfaction of the Owners Corporation, within 6 weeks of any such transfer.

11. Upon:

- a. Cessation of rights granted under this by-law; and
- b. make good of the common property to a standard acceptable to the owners corporation in accordance with this by-law, if necessary, then

the Owners Corporation will be responsible for the continuing maintenance and upkeep of the common property.

General

12. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- a. Carry out all work necessary to perform that obligation;
- b. enter upon the defined exclusive use area or the Owner's Lot to carry out that work; and
- c. recover the costs of carrying out that work from the defaulting Owner.

13. The Owners Corporation will continue to keep clean and maintain that part of the common property within the defined exclusive use areas until Work commences in accordance with this by-law.

14. When Work is commenced by the Owner in accordance with this by-law, the Owner from this time is responsible for the maintenance of the defined exclusive use area, including cleaning of this area.

15. The Owner is to ensure no Works impact upon the ability of the Owners Corporation, its agents,

employees or contractors, in gaining access to any services or service access points within the defined exclusive use areas

16. Any additional costs incurred by the Owners Corporation as a result of such work impacting on access to services or service access points are to be reimbursed to the Owners Corporation by the Owner within 14 days of service of a demand by the Owners Corporation.
17. The Owners Corporation will limit the Works to be completed under this by-law to 2 exclusive use areas per building per calendar year, carried out concurrently or individually, or as otherwise may be reasonably determined by the Owners Corporation.
18. The Owners are bound by By-laws 23 and 28. Nothing in this By-law relieves an Owner from complying with the obligations under By-laws 23 and 28
19. If after the passing of this by-law, any Owner seeks to transfer the title of the Benefited Lot, the Owner shall attach a copy of this by-law to the Contract of Sale for the Lot.

Annexure below

Special By-Law 7

Works - Balustrades

1. The Owner's Corporation is authorised to add common property in the Works, which is defined in the following manner:
 - a. attach a *suitable and compliant to Australian Standards polished metal railing of a suitable finish to the existing common property balustrades.*
 - b. The railing is to be affixed to the glass balustrade and the common property structure adjacent to the glass balustrade.
2. The owners corporation is authorised to make any application, complete forms, prepare plans and pay any fee necessary to make an application for development consent to the City of Sydney to undertake the works to balustrades if such development consent is required.
3. The owners corporation delegates authority to the strata managing agent to complete and attach the seal of the owners corporation to the documents referred to in paragraph 2.
4. The owners corporation is to ensure all works are covered by the required statutory insurance and any contractor engaged provides evidence it holds the required building licence and it hold current workers compensation insurance, public liability insurance and home warranty insurance pursuant to the Home Building Act 1989 is obtained.
5. When any of the by-law terms are defined in the Strata Management Schemes Act 1996, they will have the same meaning as those words are attributed under the Act.

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

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

Special By-Law 8

Common property - works

Rights

1. The owners under this by-law are the owners as defined in the definitions.
2. Owners will have access to common MATV services.

Definitions

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

- 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 Building including the Council
- c. Building means 3 Darling Island Road, Pyrmont NSW 2009
- d. Council means Council of the City of Sydney
- e. Lots means Lot 1 to Lot 108 in Strata Plan 73910
- f. MATV System means the common property infrastructure which supports the Master Antenna Television network
- g. MATV Service means the high definition digital television content delivered to each apartment sourced from free to air channels and from Foxtel, or other commercial providers.
- h. Owners means the owners for the time being of Lots 1 to 108 in Strata Plan 73910.
- i. Owners corporation means the owners corporation created by the registration of Strata Plan No. 73910
- j. Works means the works to common property to be carried out in connection with the upgrade of the MATV system including:
 - a. Installation of new cabling between the roof of Building 1 and the Equipment Room in Basement 1.
 - b. Installation of a new Transparent Digital Modulation head end in the Equipment Room
 - c. Installation of new multi-switches in Communications Cupboards in Buildings 1, 2 and 3
 - d. Removal of redundant equipment.

Where any of the by-law terms are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under the Act, In this by-law, except when the context otherwise requires:

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

Conditions

1. The Owners Corporation is to determine what works are to be undertaken with respect to the upgrade of the MATV System and the ongoing repair and maintenance
2. The Owners Corporation is responsible for the engagement of contractors and any other entity necessary to carry out and complete the works.
3. The Owners Corporation is to ensure all works comply with the requirements of any Authority, use licensed contractors, and ensure the Works are carried out in a proper and workmanlike manner.
4. The Owners Corporation is to continue to be responsible for the proper maintenance of the common property subject to this by-law.
5. Any cost incurred by the Owners Corporation in completing the Works is to be repaid to the Owners Corporation by the Owners. Any such costs are to be invoiced to the Owners by the Owners Corporation in accordance with the by -laws.
6. The cost of the Works is to be funded from the Sinking Fund.

Special By-Law 9 Works - Shading

Grant of Right

1. Notwithstanding anything contained in the by-laws applicable to the scheme, an Owner shall have the Special Privilege (at the Owner's cost and to remain the Owner's fixture) to install and attach to common property, maintain, renew, replace and keep in good and serviceable repair the Shading Works for the Lot specified.
2. The owner of a Lot may install, in accordance with the terms of this by-law, Shading Works as specified for each respective Lot.

Definitions

3. In this by-law, unless the context otherwise requires:
 - a. **Act** means the Strata Schemes Management Act 199
 - b. **Application fee** means the fee as described in clause 19.
 - c. **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including the Council.
 - d. **Benefited Lot** means any lot referred to in the schedule attached to this by-law that undertakes work pursuant to this by-law.
 - e. **Building** means the building situated at 3 Darling Island Road, Pyrmont NSW 2009.
 - f. **Building Manager** means the Building Manager referred to in the by-laws registered with the strata plan.
 - g. **Council** means Council of the City of Sydney.
 - h. **Development approval** means D/2009/471/A of the City of Sydney.
 - i. **Lot** means any Lot in Strata Plan No. 73910.
 - j. **Owner** means the owner for the time being of the Lot.
 - k. **Owners Corporation** means the owners corporation created by the registration of Strata Plan No. 73910.
 - l. **Shading Works** means the works including shutters, pergolas, glass panels, skylights and skytubes as described in the PTW Architect drawings referenced in Schedules 1, 2, 3 and 6, and the external venetians of the type specified in the JWI Louvers (NSW) Pty Ltd drawing dated 9 June 2010, job no. 10058, drawing No. A01-0 referred in Schedules 4 and 5.
 - m. **Special Privilege** means a by-law creating a right in respect of any specified part of the common property

Interpretation

4. In this by-law, unless the context otherwise requires:
 - o The singular includes the plural and vice versa;
 - o Words implying any gender encompasses all genders;
 - o Any terms in the by-law will have the same meaning as those defined in the Act; and
 - o References to legislation include references to amending and replacing legislation.

This by-law to prevail

5. When a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

Conditions

6. The owner of a Lot specified in Schedule 1 may install the shutters and/or pergolas specified for the type of balcony as defined in PTW Architect drawings included in that schedule, subject to the terms of this by-law.
7. The owner of a Lot specified in Schedule 2 may install the glass panels specified for the type of

- balcony as defined in the PTW Architect drawings included in that schedule, subject to the terms of this by-law.
8. The owner of a Lot specified in Schedule 3 may install the skylights and/or skytubes specified for the particular Lot as defined in the PTW Architect drawings included in that schedule, subject to the terms of this by-law.
 9. The owner of a Lot specified in Schedule 4 may install the external venetian mechanism of the type as specified in the drawings of JWI Louvres (NSW) Pty Ltd dated 9 June 2010, job no. 10058, drawing No. A01-0 subject to the terms of this by-law.
 10. The owner of a Lot specified in Schedule 5 may install the external venetian mechanism of the type as specified in the drawings of JWI Louvres (NSW) Pty Ltd dated 9 June 2010, job no. 10058 drawing No. A01-0, subject to the terms of this by-law.
 11. The Shading Works are to be installed in accordance with the following:
 - a. The PTW Architect Drawings specified in this by-law, including the drawing referring to the particular Lot in Schedules 1, 2 and 3.
 - b. Materials and colours in accordance with the sample boards tabled at the general meeting at which this by-law is passed, or as specified by the executive committee and to be held in the building managers office.
 - c. The Construction Certificate to be obtained pursuant to this by-law.
 - d. The PTW Architect Drawings in Schedule 6 noted as Reference Plans.
 12. The Shading Works are to be completed in accordance with Development Approval No. D/2009/471/A of the City of Sydney.
 13. The owners corporation will delegate the authority to the managing agent to execute and place the owners corporation's seal on any document necessary to obtain the necessary development consent to undertake the works listed in Schedule 5.
 14. No work specified in Schedule 5 can be commenced until the necessary development consent is obtained.
 15. A Lot owner is only to engage a contractor nominated by the executive committee to install the Shading Works.
 16. On completion of the building works, the Lot owner is to obtain an engineer's certificate for the work completed to be submitted to the PCA in order for an Occupancy Certificate to be issued.
 17. The PCA may require further works to be carried out by the Lot owner or its contractor prior to issuing either the Construction Certificate or the Occupancy Certificate.
 18. All costs incurred by the PCA in issuing a Construction Certificate or an Occupancy Certificate are to be met by the lot owner.

Costs to Owners Corporation

19. Any Lot owner seeking to undertake Shading Works is required to make payment to the owners corporation. Such payment (Application Fee) is to be made as follows:
 - a. Shutters, External Venetians and Pergolas

Application fee	\$1,872.00
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 - b. Glass Panels

Application fee	\$1,365.00
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20. The Application Fee is to be reviewed annually by the executive committee with the executive committee having the authority to either increase or decrease the amount of the payment required.
21. The executive committee may waive the Application Fee payable by any Lot owner that has contributed to the cost of preparing the Development Approval.

General

22. Any Lot owner(s) wanting to undertake the Shading Works are to provide the following to the owners corporation.

- i. A letter:
 - a. Seeking permission to use D/2009/471/A;
 - b. confirming compliance with this by-law; and
 - c. consenting to the Shading Works under this by-law being undertaken to the owner(s) Lot.
 - ii. Payment of the Application Fee.
- 23. All plans specifications, drawings, sample boards and other documents relevant to the Shading Works are to be kept in the Building Managers office.
- 24. No Shading Works to any Lot-is to be commenced without the written consent of the owners corporation.

Owner's obligations

- 25. An owner shall:
 - a. Protect all affected areas of the Building outside the Lot from damage relating to the maintenance, renewal, repair and replacement of the Shading Works;
 - b. maintain, keep in good and serviceable repair and replace, if necessary, at the frequency directed by the Building Manager or Owners Corporation from time to time, any Shading Works existing as at the date this by-law was passed or subsequently installed by them or the occupier of their Lot;
 - c. maintain, at the frequency directed by the Building Manager or the Owners Corporation from time to time those parts of the common property in contact with the Shading Works;
 - d. keep the Shading Works clean and tidy and free from rubbish;
 - e. not and shall ensure its occupier if any does not:
 - i. affix or attach anything to the Shading Works without obtaining prior written consent of the Owners Corporation; and
 - ii. paint or otherwise treat any Shading Works (except as is required in the proper discharge of the Owner's obligations under this by-law);
 - f. perform its obligations in order to keep the Building to the standard commensurate with a prestige residential development;
 - g. in relation to its obligations in this clause 5, use duly licensed employees, contractors or agents and ensure any works necessary or desirable are in keeping with the appearance of the Building and are carried out:
 - i. in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and any fire safety regulations;
 - ii. between the hours of 8.30am and 5.30pm Mondays - Fridays or between 8.30am and 12 midday on Saturday; and
 - iii. expeditiously and with a minimum of disruption;
 - h. remain liable for any damage to the owners lot or any other lot or common property arising out of the installation, repair, replacement, maintenance or removal of the Shading Works;
 - i. repair and/or reinstate the common property or personal property of the Owners Corporation and cover all liabilities assumed by or which may affect an Owner according to this by-law;
 - j. indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement, maintenance or removal of any Shading Works including any liability in respect of the Benefited Lot or other property of the Owner; and
 - k. comply with all obligations under by-law 16.
 - l. The Lot owner will produce to the Owners Corporation copies of all certificates obtained in compliance with this by-law.

Breach of this by-law

- 26. If an Owner fails to comply with any obligation under this by-law the owners corporation may:
 - a. Carry out all work necessary to perform that obligation; and

- b. recover the costs of such work from the Owner as a debt due.

Shading Works to remain property of the Owner

- 27. Any Shading Works will always remain the property of the Owner.

Owner's removal of Shading Works

- 28. Nothing in this by-law permits an Owner to:
 - a. Remove any Shading Works unless the Shading Works are replaced in accordance with this by-law; or
 - b. Carry out Building Works without complying with By-law 16.

Applicability

- 29. For the avoidance of doubt, this Special By-law applies to all Shading Works installed after this by-law is made.

Annexure below

Special By-Law 10

Helioscreens

- 1. The owners corporation will take the necessary action to remove the helioscreens as and when required taking into account the physical condition of the helioscreens.
- 2. Any Lot owner upon the removal of the helioscreens may install a shading mechanism in accordance with the Shading Works by-law.

Special By-Law 11

Installation of 3 phase electricity - Lot 48

On the conditions set out in this by-law, the owner for the time being of Lot 48 ("the owner") shall have a special privilege in respect of the common property to install wiring or cabling to facilitate a 3 Phase Electricity connection from the common property switchboard to Lot 48 to service the lot.

The undertaking of this addition is referred to in this by-law as "the works".

Conditions:-

1. Before carrying out the works, the owner must provide the Owners Corporation with a copy of any requisite approval of the local Council;
2. Any wiring or cabling installed during the works must not be visible on the surface of any wall of the common property without the prior written consent of the owners corporation; and
3. In exercising the special privilege conferred by this by-law the owner by himself, his agents, servants and contractors must:-
 - i. ensure that the works are installed in a proper and workmanlike manner by a licensed tradesman at the expense of the owner;
 - ii. ensure that the works, once installed, do not impede or restrict access to services to the parcel;
 - iii. comply with all conditions and requirements of the local Council or other authority, Tribunal or Court having jurisdiction concerning the works; and
 - iv. comply with all instructions and recommendations of the manufacturer;
 - v. comply with the Building Code of Australia and all pertinent Australian Standards;
 - vi. not obstruct nor allow the obstruction of reasonable use of the common property by building materials, tools, machines, debris or motor vehicles and;
4. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
5. The owner must maintain the works in a state of good and serviceable repair, and must renew or replace it when necessary (such maintenance, repair, renewal or replacement forming part of the works for the purposes of condition 6).
6. The owner must repair promptly 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.
7. The owner must indemnify the Owners Corporation against any liability or expense arising out of the works, including any expense or liability pursuant to Sections 65(6) of the Strata Schemes Management Act 1996 in respect of the works. For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.
8. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law, including legal expenses.

Special By-Law 12

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 13

Foyer Renovation

Introduction

1. This by-law is made pursuant to sections 52 and 65A of the Strata Schemes Management Act 1996.
2. The purpose of this by-law is to allow 2 lot owners that share a common property foyer, granting access to their respective lots, subject to consent from the Executive Committee and the terms of this by-law, to renovate the foyer area.
3. Costs of the foyer renovation and ongoing repair, maintenance and replacement, are to be shared by the 2 lot owners undertaking the renovation works.
4. Until such time as the rights and obligations granted by this by-law become effective, the Owners Corporation is responsible for the maintenance and repair of the common property foyer areas.

Definitions

5. 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 Building including the Council.
 - c. **Benefited Lot** means those lots listed in Schedule A annexed hereto.
 - d. **Building** means the building situated at 3 Darling Island Road, Pymont NSW 2009.
 - e. **Building Manager** means the Building Manager referred in the by-laws registered with the strata plan.
 - f. **Exclusive Use Area** means the exclusive use area respectively defined for the Benefited Lots in Schedule A annexed hereto and noted on the plans in Schedule B.
 - g. **Executive Committee** means the committee duly elected to act as the executive committee pursuant to the Act for this Owners Corporation.
 - h. **Insurance** means:
 - i. Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - ii. Insurance required under the Home Building Act 1989, to the value of the Works (if necessary); and
 - iii. Workers compensation insurance.
 - i. **Lot** means any Benefitted Lot in Strata Plan No. 73910.
 - j. **Owner** means the owners of the Benefited Lots.
 - k. **Owners Corporation** means the owners corporation created by the registration of The Owners - Strata Plan No. 73910.
 - l. **Works** means works to the common property as approved by the Executive Committee within the respectively defined exclusive use areas in connection with the refurbishment of a lift lobby, all of which is to be carried out strictly in accordance with this by-law, and By-law 16.

Interpretation

6. In this by-law, unless the context otherwise requires:
 - a. the singular includes the plural and vice versa;
 - b. words implying any gender encompasses all genders;
 - c. any terms in the by-law will have the same meaning as those defined in the Act; and
 - d. references to legislation include references to amending and replacing legislation.

Grant of Right

7. Notwithstanding anything contained in the by-laws applicable to the scheme, the Owners defined in this by-law, once written consent is granted, shall have:
 - a. the joint Exclusive Use Right to exclusively occupy and use the common property as

noted in Schedule A annexed hereto.

- b. the right to add to and/or alter the common property within the defined exclusive use area subject to the conditions of this by-law.

Conditions

The Works

- 8. The Works are defined in the Definitions, this clause provides a framework within which the Works may operate:

- a. **Structural**

- i. Structural elements in the lobby cannot be modified or impacted upon.
- ii. Structural elements include studs, battens, beams, columns and concrete slabs.

- b. **Floor Finishes**

- i. Existing services may be removed and replaced by other approved surfaces.
- ii. Replacement surfaces are to have a minimum acoustic standard of Rw 55 and filed rating of Rw 50 for airborne noise and IIC 55 for impact noise.
- iii. Replacement finishes are limited to high quality carpet, stone, ceramic tiles or solid timber. Consent for such finishes are subject to appropriate acoustic insulation, details of which are to be provided in the application for approval.

- c. **Wall Finishes**

- i. Wall linings may be removed and replaced with a lining of equal standard or better.
- ii. Replacement surface must have an acoustic and fire rating properties equal to or better than as-built finish.
- iii. Existing lining may be painted or clad with other approved materials.

- d. **Doors**

- i. Door frames will not be removed or interfered with.
- ii. Doors may be replaced with replacement doors complying with the appropriate fire rating performance for the particular location.
- iii. Existing doors may be refinished by painting or by cladding with non-combustible material.
- iv. Direction of door swing may not be modified, nor can the automatic closing function be removed from a door.

- e. **Lift Surround**

- i. Lift surround and lift doors shall not be modified in any way.

- f. **Lighting**

- i. Existing lighting can be replaced with wall or ceiling lights.
- ii. Up to 5 low voltage lamps or should low voltage lamps not be used, all lamps are to be supplied from the owners supply unit.
- iii. Any penetrations of firewalls are to be fire rated.
- iv. Exit signs shall not be modified.

- g. **Services**

- i. Ceiling access panels are to be retained in their present location but may be resurfaced
- ii. Air conditioning register is not to be modified.
- iii. Hydraulic, mechanical and electrical services in the ceiling and walls are not to be altered in any way.

- h. **Other Fixtures**

- i. Fire Exit and Fire Hose Reel signage needs to be retained in accordance with Australian Standard Requirements.
- ii. Skirting boards may be replaced with other materials and must be a minimum of 90mm high.

- i. **Fire Rating**

- i. If it is proposed to make changes to the apartment entry door or to the fire exit door, the proposed changes are to be agreed in writing with the Owners Corporation's fire safety contractor and a copy of the agreement provided with the

- application.
- ii. On completion of the Works a certificate of compliance from the Owners Corporation's fire safety contractor shall be supplied to the Executive Committee.
- iii. All costs incurred by the fire safety contractor are to be met by the Owner.

Before Commencement

- 9. Consent will not be granted by the Executive Committee under this by-law if the required documents listed in clause 10 are not produced.
- 10. No work is to be commenced by an Owner prior to receiving the written consent of the Executive Committee.
- 11. Before commencement of the Works, the Owner must:
 - a. Obtain the consent of the Executive Committee;
 - b. To enable the Executive Committee to determine the consent, the Owners must submit to the Executive Committee the following documents:
 - i. appropriate plans, drawings and description of materials and works, obtain the consent of the Owners Corporation to undertake the works in accordance with By-law 16.
 - ii. all necessary approvals from any Authorities.
 - iii. copies of certificates of insurance obtained for the duration of the Works.
 - iv. a completed consent document in the form enclosed as Schedule C.
 - c. Provide the Owners Corporation's nominated representative(s) access to inspect the exclusive use area within forty eight (48) hours of any request from the Owners Corporation;
 - d. Effect and maintain Insurance and provide a copy to the Owners Corporation.

During Construction

- 12. During construction of the works, the Owner at the relevant time must:
 - a. Comply with the requirement of any Authority;
 - b. Use duly licensed employees, contractors or agents to conduct the Works;
 - c. Ensure the works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
 - d. Ensure the Works are conducted in proper and expeditiously and with a minimum of disruption;
 - e. Carry out the Works between the hours of 8.30am and 5.30pm Mondays to Fridays or between 8.30am and 12 midday on Saturday or at such other times as reasonably approved by the Owners Corporation;
 - f. Perform the Works within 1 calendar month from their commencement, or such other period as may be reasonably approved by the Owners Corporation;
 - g. Transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise described by the Owners Corporation of the Building Manager.
 - h. Protect all affected areas of the Building outside the respective lot exclusive use area from damage relating to the Works or the transportation of construction material, equipment and debris;
 - i. Ensure that the works do not interfere with or damage the common property or the property of any other low owner other than as approved in this by-law and if this happens the Owner must rectify that interference of damage within a reasonable period of time;
 - j. Provide the Owners Corporation's nominated representative access to inspect the exclusive use area within 24 hours of any request from the Owners Corporation.
 - k. Not vary or increase the scope of the works approved under this by-law or By-law 16 without first obtaining the consent in writing from the Owners Corporation and any Authority.

After the Works

13. After the works have been completed the Owner must without reasonable delay:
 - a. Notify the Owners Corporation that the Works have been completed;
 - b. Notify the Owners Corporation that all damage, if any to any lot or common property caused by the Works and not permitted by this by-law has been rectified;
 - c. Provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
 - d. Provide the Owners Corporation with certification from a suitably qualified engineer, approved by the Owners Corporation, that the works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
 - e. Provide the Owners Corporation's nominated representative access to inspect the Works.
14. The Owner:
 - a. Must remain and upkeep the Works;
 - b. Must maintain and upkeep those parts of the common property in contact with the Works;
 - c. Remains liable for any damage to any lot or common property arising out of the Works; and
 - d. Indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works.

General

15. Until such time as:
 - a. the 2 Benefited Lot owners in question complete required documentation (including the required consent) and submit the documentation to the Executive Committee; and
 - b. the written consent of the Executive Committee is provided to the Benefited Lot owners;

the Owners Corporation is responsible for the maintenance and repair of the foyer areas as is required pursuant to section 62 of the Act.
16. The Owners granted the joint rights pursuant to this by-law agree to share equally all costs, however incurred, by the Owners pursuant to this by-law.
17. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - a. Carry out all work necessary to perform that obligation;
 - b. Enter upon the defined exclusive use area or the Owner's Lot to carry out that work; and
 - c. Recover the costs of carrying out that work from the defaulting Owner as a debt.
18. The Owners Corporation will continue to keep clean and maintain that part of the common property within the defined exclusive use areas until work commences in accordance with this by-law.
19. When Work commences by the Owner in accordance with this by-law, the Owner from this time is responsible for the maintenance of the defined exclusive use area, including cleaning of this area.
20. The Owner is to ensure no Works impact upon the ability of the Owners Corporation, its agents, employees or contractors, gaining access to any service or service access point within the defined exclusive use areas.
21. Any additional costs incurred by the Owners Corporation as a result of such work impacting on access to services or service access point are to be reimbursed to the Owners Corporation by the Owner within 14 days of service of a demand by the Owners Corporation.
22. The Owners Corporation will limit the Works to be completed under this by-law to 2 exclusive use areas per building per calendar year, or as otherwise may be reasonably determined by the Owners Corporation.
23. The Owners are bound by By-laws 23 and 28. Nothing in this by-law relieves an Owner from complying with the obligations under by-laws 23 and 28.
24. If after the passing of this by-law, any Owner seeks to transfer the title of the Benefited Lot, the Owner shall attach a copy of this by-law to the Contract of Sale for the Lot.

Annexure below

Special By-Law 14

Works - Lot 31

On the conditions set out in this by-law, the owner for the time being of Lot 31 ("the owner") shall have a special privilege in respect of the common property to undertake the following alterations and additions:-

Enclosure of existing pergola to accommodate a bedroom extension; and construction of new pergola with louvre screens as shown in the drawings prepared by PTW Architects, dated 28 June 2011 and attached to this by-law and marked Annexure "A".

The undertaking of these alterations and additions is referred to in this by-law as "the works".

Conditions:-

Before the Works

1. Before starting the works, the owner must provide the Owners Corporation with:
 - i. a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
 - ii. a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
 - iii. a copy of the certificate of insurance relating to the works, if required under s.92 of the *Home Building Act 1989*;
 - iv. evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which the owner is a named party; and
 - v. a certificate from a structural engineer, independent of the owner, in favour of the Owners Corporation certifying that the carrying out of the works will not affect the structural integrity or the waterproofing of the building.

The Works

2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
 - i. use best-quality and appropriate materials, in a proper and skilful manner;
 - ii. comply with all conditions and requirements of the local Council;
 - iii. comply with the Building Code of Australia and all pertinent Australian Standards;
 - iv. comply with any conditions of the certificate referred to in condition 1.v);
 - v. comply with the reasonable requirements of any building consultant engaged by the Owners Corporation to supervise or to inspect the works, for the purpose of ensuring compliance with paragraphs (i) to (vi) of this condition, and who may have access to the lot for this purpose;
 - vi. not allow the obstruction of reasonable use of the common areas of the strata scheme in the course of the works, by building materials, tools, machines, debris or motor vehicles;
 - vii. comply with any reasonable requirement of the Owners Corporation:
 - a. concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris; and
 - b. concerning storage of materials and debris; and
 - viii. carry out the works between 8.00am and 4.00pm on Monday to Friday (inclusive), and from 8.00am to 1.00pm Saturday, excluding public holidays.
 - ix. ensure that building materials and debris are not brought into, or taken out of, the building before 9.00am; and
 - x. ensure that any building works involving demolition, the use of jack hammers, masonry

drills or other noisy work is not undertaken before 9.00am or on weekends.

Any additional building works undertaken under paragraph (iv) or (v) of this condition shall form part of the building works for the purposes of this by-law.

3. The owner or occupier may not make any changes to the plans and specifications for the works without the prior written consent of the Owners Corporation and, if required, the local Council.
4. The Owners Corporation may engage an engineer or building consultant to assess and review the changes to the plans and specification for the building works. The owner or occupier must pay the engineer's or building consultant's fees on demand.

Occupational Health & Safety

5. The owner must ensure that all workers attend a site induction and sign a workers authorisation form.
6. The owner must ensure that at least two business days prior written notification is given to the Building Manager of any building works that could pose a risk to pedestrian traffic within or outside the building.
7. The owner is responsible for rectifying all occupational health and safety requirements, other than those addressed in the site induction.

Repair & Maintenance

8. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under s.62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
9. The owner must maintain and upkeep those parts of the common property in contact with the Works;
10. The owner must maintain the improvements installed in the course of the works (including fixtures and fittings installed as part of the works) in a state of good and serviceable repair, and must renew or replace them whenever necessary.

Damage

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

Indemnity

12. The Owner must indemnify the Owners Corporation against any liability, claim, action or expense arising out of or in respect of:
 - i. the works, including any liability under s.65(6) of the *Strata Schemes Management Act 1996* for damage to the improvements installed in the course of the works;
 - ii. the supervision or inspection of the works under condition 2.v).

For the purposes of this condition, the certificate of the Owners Corporation's insurer or insurance broker will be conclusive evidence of the fact and the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

Notices

13. The owner at his own expense must comply with any requirement or notice concerning the works issued by the local Council, or a Tribunal or Court having jurisdiction.

Applicability

14. For the avoidance of doubt, the benefits and burdens of this by-law pass to any and all future

owners of the respective Lot.

Costs

15. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration and enforcement of this by-law.

Annexure below

Special By-Law 15

Installation of 3 phase electricity - Lot 49

On the conditions set out in this by-law, the owner for the time being of Lot 49 ("the owner") shall have a special privilege in respect of the common property to install wiring or cabling to facilitate a 3 Phase Electricity connection from the common property switchboard to Lot 49 to service the lot.

The undertaking of this addition is referred to in this by-law as "the works".

Conditions:-

1. Before carrying out the works, the owner must provide the Owners Corporation with a copy of any requisite approval of the local Council;
2. Any wiring or cabling installed during the works must not be visible on the surface of any wall of the common property without the prior written consent of the owners corporation; and
3. In exercising the special privilege conferred by this by-law the owner by himself, his agents, servants and contractors must:-
 - i. ensure that the works are installed in a proper and workmanlike manner by a licensed tradesman at the expense of the owner;
 - ii. ensure that the works, once installed, do not impede or restrict access to services to the parcel;
 - iii. comply with all conditions and requirements of the local Council or other authority, Tribunal or Court having jurisdiction concerning the works; and
 - iv. comply with all instructions and recommendations of the manufacturer;
 - v. comply with the Building Code of Australia and all pertinent Australian Standards;
 - vi. not obstruct nor allow the obstruction of reasonable use of the common property by building materials, tools, machines, debris or motor vehicles and;
4. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
5. The owner must maintain the works in a state of good and serviceable repair, and must renew or replace it when necessary (such maintenance, repair, renewal or replacement forming part of the works for the purposes of condition 6).
6. The owner must repair promptly 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.
7. The owner must indemnify the Owners Corporation against any liability or expense arising out of the works, including any expense or liability pursuant to Sections 65(6) of the Strata Schemes Management Act 1996 in respect of the works. For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.
8. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law, including legal expenses.

Special By-Law 16 Works - Lot 49

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 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 council.
- c. **Building** means the building situated at 3 Darling Island Road, Pyrmont.
- d. **Drawing** means Drawings 1 to 5 tabled at the meeting at which this by-law was passed and attached to this by-law and marked "A".
- e. **Insurance** means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - ii. insurance required under the *Home Building Act 1989* (if any); and
 - iii. workers' compensation insurance.
- f. **Lot** means lot 49 in strata plan 73910;
- g. **Owner** mean(s) the owner(s) of the Lot.
- h. **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
 - i. installation of a storage room in the living room as shown in Drawing 1;
 - ii. alteration of the wall location either side of entry door as shown in Drawing 1;
 - iii. relocation of the entry door to the master bedroom as shown in Drawing 1;
 - iv. installation of new tiles for all hard floor areas, and tiles on the walls of each of the bathrooms;
 - v. installation of new vanities and sinks in each of the bathrooms;
 - vi. adjustment of all doors, including entry door as required for increased floor height from installation of new tiles;
 - vii. installation of new shelves and desk as shown in Drawing 3;
 - viii. installation of new wardrobes in the master bedroom as shown in Drawing 4 with amendments to the bulkhead above the wardrobe as shown;
 - ix. installation of new sliding panels in the master bedroom as shown in Drawing 4;
 - x. removal of existing kitchen and installation of new kitchen as shown in Drawing 5;
 - xi. installation of new lighting;
 - xii. installation of electric heaters on the ceiling of the western balcony; and
 - xiii. disconnection, relocation and alteration of existing plumbing and electrical services;

together with ancillary works to facilitate the works described in sub paragraphs i) to xii) above, the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the drawings attached to this by-law and marked "A", and the provisions of this by-law.

2.2 Interpretation

2.2.1 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;
- e. references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- f. 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.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a. obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- b. provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- c. effect and maintain Insurance and provide a copy to the owners corporation;
- d. provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- e. pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the installation;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c. ensure the installation is carried out expeditiously and with a minimum of disruption;
- d. ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- e. carry out the installation between the hours of 7:00am and 5:30pm Monday -Friday or between 8:00am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- f. transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- g. protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- h. ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- i. provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- j. not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

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

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations

The Owner must:

- a. not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b. properly maintain and upkeep the Works in a state of good and serviceable repair;
- c. properly maintain and upkeep those parts of the common property in contact with the Works;
- d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e. indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f. repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

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

- a. by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the Owner as a debt due; and
- c. recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Annexure below

Special By-Law 17

Works - Lot 31

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 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 council.
- c. **Building** means the building situated at 3 Darling Island Road, Pyrmont.
- d. **Insurance** means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - ii. insurance required under the *Home Building Act 1989* (if any); and
 - iii. workers' compensation insurance.
- e. **Lot** means lot 31 in strata plan 73910;
- f. **Owner** mean(s) the owner(s) of the Lot.
- g. **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:

removing existing sliding doors adjoining balcony (referred to Strata Plan 73910 as a "terrace") and installing new sliding doors on balcony to extend dining room;

installing closed sun room under existing vergola;

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the specifications attached to this by-law and marked "A", and the provisions of this by-law.

2.2 Interpretation

2.2.1 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;
- e. references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- f. 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.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a. obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- b. provide the owners corporation's nominated representative(s) access to inspect the lot within forty-eight (48) hours of any request from the owners corporation;
- c. effect and maintain Insurance and provide a copy to the owners corporation;
- d. provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and lot and common property; and
- e. pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the installation;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c. ensure the installation is carried out expeditiously and with a minimum of disruption;
- d. ensure that any electricity or other services required to operate the Works are installed so they are connected to the lot's electricity or appropriate supply;
- e. carry out the installation between the hours of 8:30am and 5:30pm Monday -Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- f. perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the owners corporation;
- g. transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- h. protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- i. ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- j. provide the owners corporation's nominated representative(s) access to inspect the lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- k. not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

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

- f. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.4 Enduring rights and obligations

The Owner must:

- a. not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b. properly maintain and upkeep the Works in a state of good and serviceable repair;
- c. properly maintain and upkeep those parts of the common property in contact with the Works;
- d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e. indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f. repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

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

- a. by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the Owner as a debt due; and
- c. recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order;

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Annexure below

Special By-Law 18

Child window safety devices

PART 1

PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 of 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 2015*.
- 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 3 Darling Island Road, Pyrmont
- 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 73910.

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 122 (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 it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
- b. the cost of repair and replacement, if not paid in accordance with clause 6.1.2(c) 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 authorised 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 or any occupant of the Lot 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 19

Works - Lot 41

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 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 council.
- c. **Building** means the building situated at 3 Darling Island Road, Pyrmont.
- d. **Owner** means the person or persons who are from time to time the owner/s of the Lot.
- e. **Lot** means lot 41 in strata plan 73910.
- f. **Works** means the works to the Lot and common property to be carried out for and in connection

with the:

- i. replacement of the floor tiles in the living room, hall and kitchen on the upper level of the Lot with oak floor boards;
- ii. replacement of the floor tiles on the stairs and entrance of the Lot with oak floor boards;
- iii. replacement of the carpet in the media room on the lower level of the Lot with acoustic underlay and oak floor boards,

together with ancilliary works to facilitate the works described in sub paragraphs (i) to (iii) above, all of which are to be conducted strictly in accordance with this by-law and (except as amended by this by-law) existing by-laws.

2.2 Interpretation

2.2.1 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;
- e. references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- f. 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.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- a. obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- b. provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation; and
- c. pay the owners corporation's reasonable costs in making and registering this by-law.

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the installation;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- c. ensure the installation is carried out expeditiously and with a minimum of disruption;
- d. ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- e. carry out the installation between the hours of 7:00am and 5:30pm Monday -Friday or between 8:00am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- f. transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- g. protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- h. ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;

- i. provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- j. ensure that the existing tiles and mortar bed be cut in strips of 100mm with a wet saw before removal by jackhammer in order to minimise the noise impact to other occupiers; and
- k. not vary the Works without first obtaining the consent in writing of the owners corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- a. notify the owners corporation that the installation of the Works has been completed;
- b. notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- c. provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- d. provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.

3.3.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

3.4 Enduring rights and obligations

The Owner must:

- a. not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- b. properly maintain and upkeep the Works in a state of good and serviceable repair;
- c. properly maintain and upkeep those parts of the common property in contact with the Works;
- d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e. indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use;
- f. repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.5 Failure to comply with this by-law

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

- a. by its agents, contractors or employees enter upon the Lot and carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the Owner as a debt due; and
- c. recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order.

3.6 Ownership of Works

The Works will always remain the property of the Owner.

3.7 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Special By-Law 6 Annexure

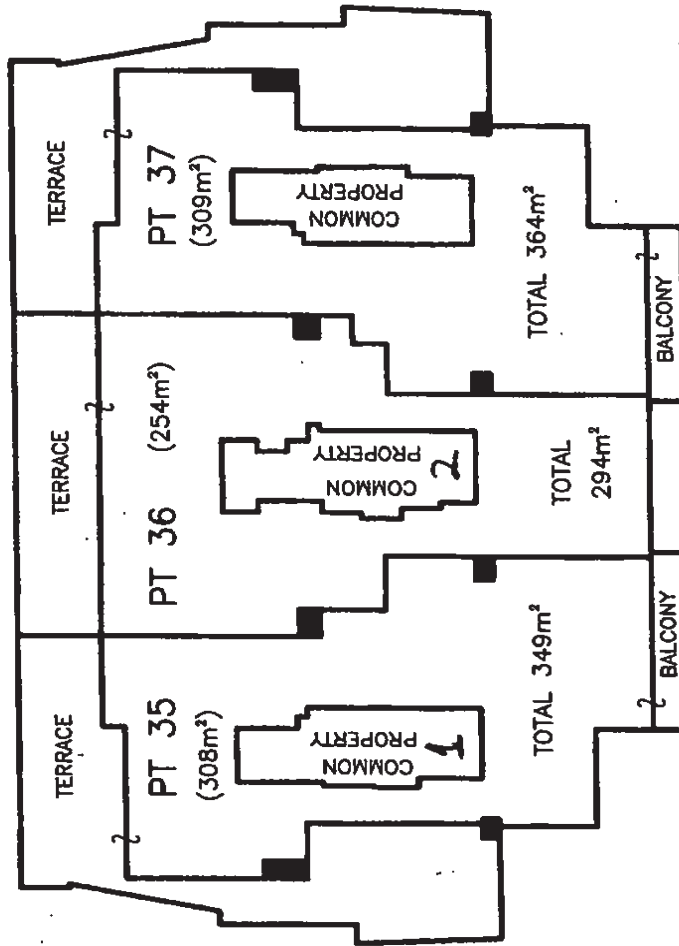
STRATA PLAN FORM 2

PLANNING, VULNERABILITY AND BUILDING WITH LOW TO MODERATION

SP73910



BUILDING 1



THE STRATUM OF THE TERRACES AND BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 6

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 Reg: R481618 /Doc: SP 0073910 P /Rev: 15-Nov-2004 /Src: SC.OX /Prt: 17-Jun-2008 11:59 /Pos: ALL /Seq: 17 of 31
 Reg: 086141 /Src: R

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
 Tony Mould

Authorised Person for Surveying/Recording/Creating

SURVEYOR'S REFERENCE : 010304 SP

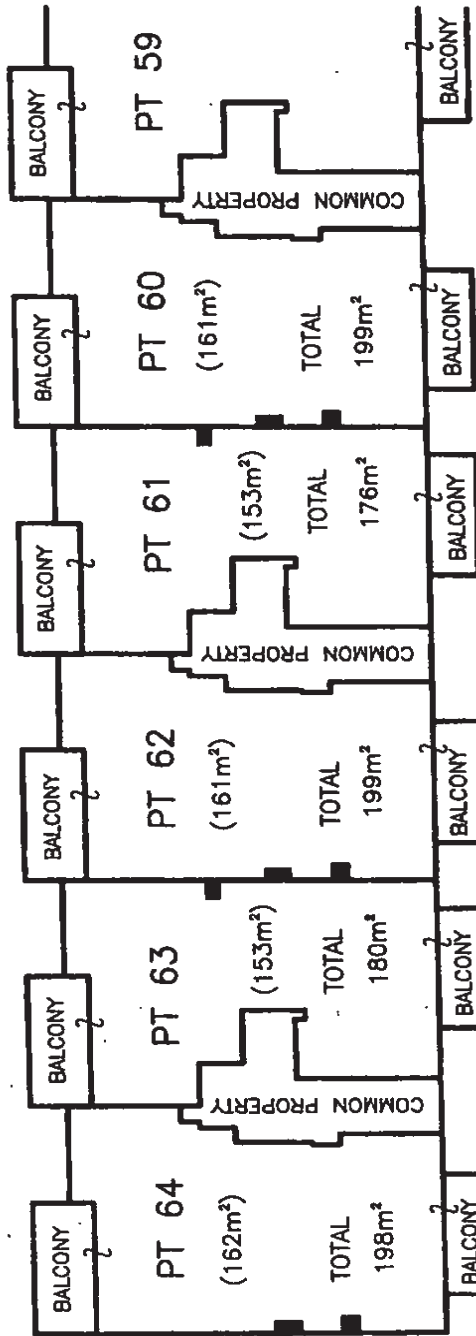
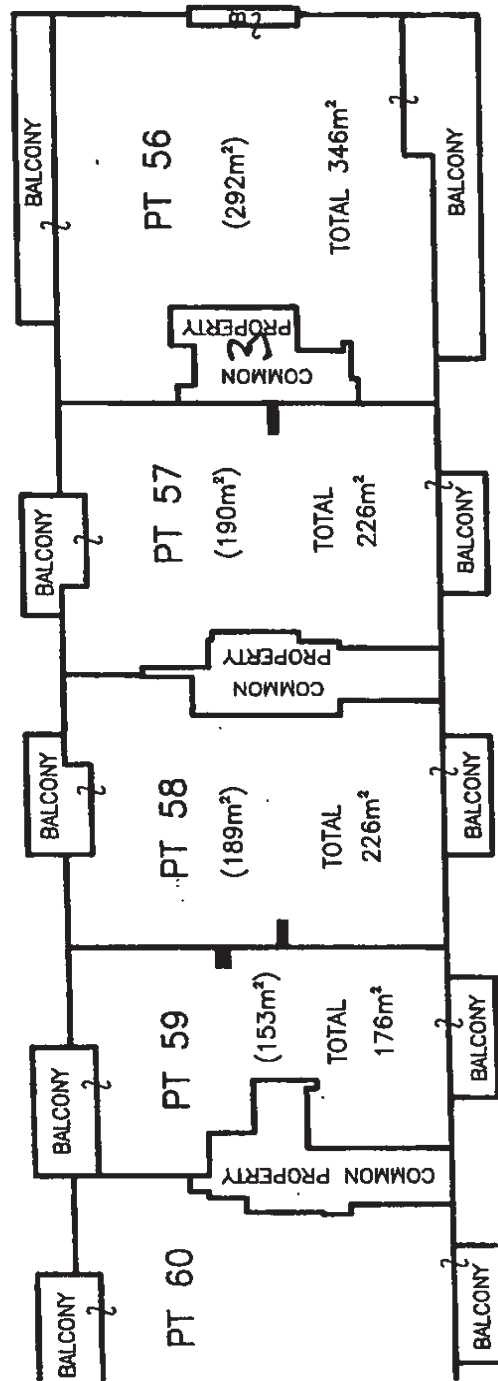
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SIRATA PLAN FORM 2

BUILDING 2

SP73910



Lengths are in metres

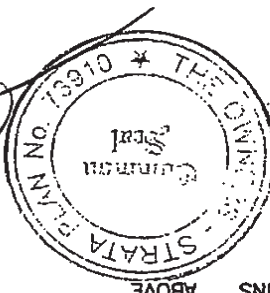
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LEVEL 3

B - DENOTES BALCONY
 ALL BALCONIES ARE COVERED

Registered Surveyor
 Authorised Person/Deputy/Recruited Certifier

SURVEYOR'S REFERENCE : 010304 SP



FOR CLARITY NOT ALL
 COMMON PROPERTY
 STRUCTURES ARE SHOWN

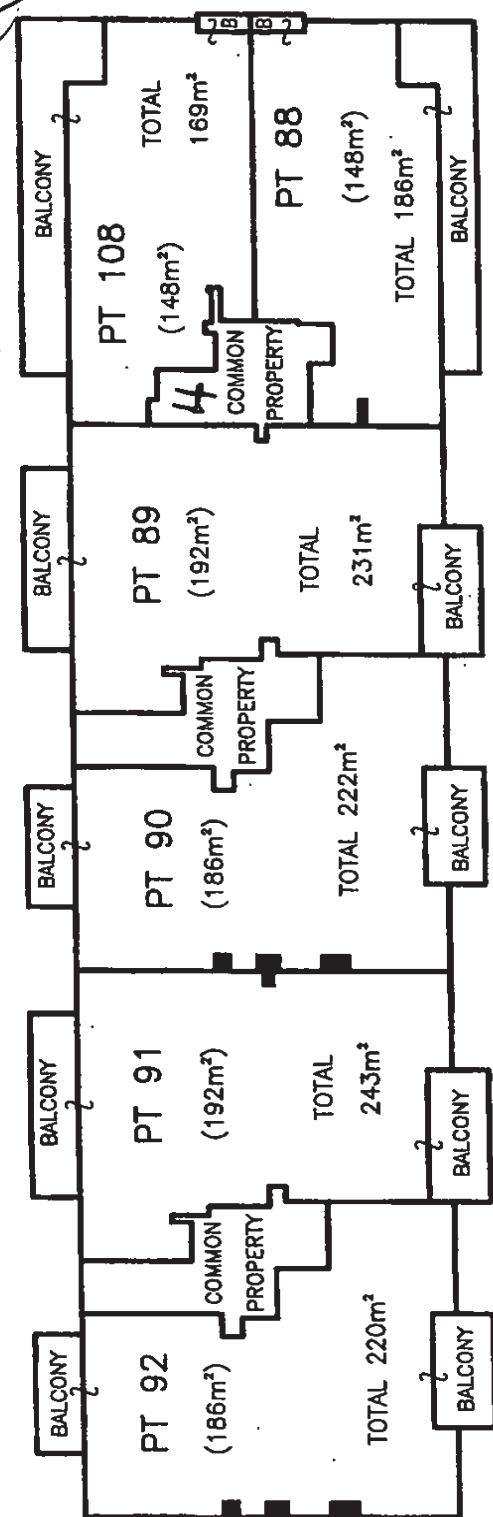
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STRAIA PLAN FORM 2

SP73910



BUILDING 3



LEVEL 2

B - DENOTES BALCONY
 ALL BALCONIES ARE COVERED

FOR CLARITY NOT ALL
 COMMON PROPERTY
 STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200 Lengths are in metres

Registered Surveyor: *Greg Mearns*
 Authorised Person: *Greg Mearns* / Permitted Certifier

SURVEYOR'S REFERENCE : 010304 SP

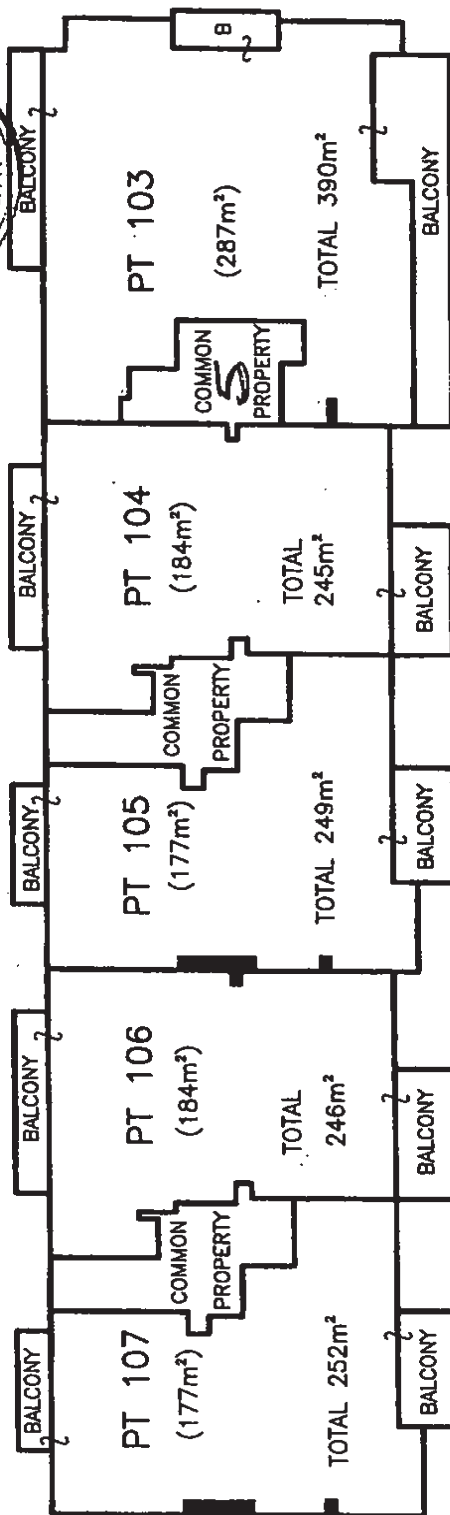
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SP73910



BUILDING 3



LEVEL 5

FOR CLARITY NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY

Lengths are in metres

Reduction Ratio 1 : 200

Registered Surveyor
Tony Mueller

Authorised Drawing Officer
[Signature]

SURVEYOR'S REFERENCE : 010304 SP

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Special By-Law 9 Annexure

Schedule 1

Shading Works

Building 1

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
1	111	Shutters	A	SK-1A-001 A
6	116	Shutters	A	SK-1A-001 A
7	121	Shutters	A	SK-1A-002 A
9	123	Shutters	B	SK-1A-002 A
10	124	Shutters	C	SK-1A-002 A
11	125	Shutters	C	SK-1A-002 A
12	126	Shutters	B	SK-1A-002 A
14	128	Shutters	A	SK-1A-002 A
15	131	Shutters	A	SK-1A-003 A
17	133	Shutters	D	SK-1A-003 A
18	134	Shutters	E	SK-1A-003 A
19	135	Shutters	E	SK-1A-003 A
20	136	Shutters	D	SK-1A-003 A
22	138	Shutters	A	SK-1A-003 A
23	141	Shutters	A	SK-1A-004 A
25	143	Shutters	D	SK-1A-004 A
26	144	Shutters	E	SK-1A-004 A
27	145	Shutters	E	SK-1A-004 A
28	146	Shutters	D	SK-1A-004 A
30	148	Shutters	A	SK-1A-004 A
31	151	Shutters & Pergola	G	SK-1A-005 A
32	152	Shutters	F	SK-1A-005 A
33	153	Shutters	F	SK-1A-005 A
34	154	Shutters & Pergola	G	SK-1A-005 A
35	161	Shutters	F	SK-1A-006 A
36	162	Shutters	H	SK-1A-006 A
37	163	Shutters	F	SK-1A-006 A

Building 2

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
39	212	Shutters	E	SK-2A-001 A
40	213	Shutters	D	SK-2A-001 A
41	214	Shutters	B	SK-2A-001 A
42	215	Shutters	C	SK-2A-001 A
43	216	Shutters	B	SK-2A-001 A
44	217	Shutters	A	SK-2A-001 A
45	218	Shutters	B	SK-2A-001 A
46	219	Shutters	A	SK-2A-001 A
74	251	Shutters & Pergola	N & O	SK-2A-005 A
75	252	Shutters & Pergola	Q & L	SK-2A-005 A
76	253	Shutters & Pergola	M & L	SK-2A-005 A
				SK-2A-006 A
				SK-2A-006 A

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Schedule 1

Shading Works

Building 1

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing	
77	254	Shutters & Pergola	K & L	SK-2A-005 A	SK-2A-006 A
78	255	Shutters & Pergola	P & L	SK-2A-005 A	SK-2A-006 A
79	256	Shutters & Pergola	K & L	SK-2A-005 A	SK-2A-006 A
80	257	Shutters & Pergola	P & L	SK-2A-005 A	SK-2A-006 A
81	258	Shutters & Pergola	K & L	SK-2A-005 A	SK-2A-006 A
82	259	Shutters & Pergola	P & L	SK-2A-005 A	SK-2A-006 A

Building 3

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing	
84	312	Shutters	B	SK-3A-001 A	
85	313	Shutters	C	SK-3A-001 A	
86	314	Shutters	B	SK-3A-001 A	
87	315	Shutters	A	SK-3A-001 A	
103	351	Shutters & Pergola	L & O	SK-3A-005 A	SK-3A-006 A
104	352	Shutters & Pergola	K & I	SK-3A-005 A	SK-3A-006 A
105	353	Shutters & Pergola	J & H	SK-3A-005 A	SK-3A-006 A
106	354	Shutters & Pergola	K & I	SK-3A-005 A	SK-3A-006 A
107	355	Shutters & Pergola	J & H	SK-3A-005 A	SK-3A-006 A

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Schedule 2

Shading Works

Building 2

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
47	221	Glass Panels	Y & X	SK-2A-002 A
56	231	Glass Panels	Y & X	SK-2A-003 A
65	241	Glass Panels	Y & X	SK-2A-004 A

Building 3

Lot No.	Unit No.	Works	Balcony Type	PTW Drawing
88	321A	Glass Panels	Y	SK-3A-002 A
108	321B	Glass Panels	X	SK-3A-002 A
93	331	Glass Panels	Y & X	SK-3A-003 A
98	341	Glass Panels	Y & X	SK-3A-003 A

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Schedule 3

Shading Works

Building 2

Lot No.	Unit No.	Works	PTW Drawing
74	251	Skylight/Skytube	SK-2A-007 A
75	252	Skylight/Skytube	SK-2A-007 A
76	253	Skylight/Skytube	SK-2A-007 A
77	254	Skylight/Skytube	SK-2A-007 A
78	255	Skylight/Skytube	SK-2A-007 A
79	256	Skylight/Skytube	SK-2A-007 A
80	257	Skylight/Skytube	SK-2A-007 A
81	258	Skylight/Skytube	SK-2A-007 A
82	259	Skylight/Skytube	SK-2A-007 A

Building 3

Lot No.	Unit No.	Works	PTW Drawing
103	351	Skylight/Skytube	SK-3A-007 A
104	352	Skylight/Skytube	SK-3A-007 A
105	353	Skylight/Skytube	SK-3A-007 A
106	354	Skylight/Skytube	SK-3A-007 A
107	355	Skylight/Skytube	SK-3A-007 A

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Schedule 4

Shading Works

Building 2

Lot No.	Unit No.	Works	Balcony Type	JWI Louvers (NSW) Pty Ltd
				Drawing No. A01-0
39	212	External Venetians	E	
40	213	External Venetians	D	
41	214	External Venetians	B	
42	215	External Venetians	C	
43	216	External Venetians	B	
44	217	External Venetians	A	
45	218	External Venetians	B	
46	219	External Venetians	A	
48	222	External Venetians	H & I	
49	223	External Venetians	G & I	
50	224	External Venetians	F & I	
51	225	External Venetians	F & I	
52	226	External Venetians	F & I	
53	227	External Venetians	F & I	
54	228	External Venetians	F & I	
55	229	External Venetians	F & I	
57	232	External Venetians	H & J	
58	233	External Venetians	G & J	
59	234	External Venetians	F & J	
60	235	External Venetians	F & J	
61	236	External Venetians	F & J	
62	237	External Venetians	F & J	
63	238	External Venetians	F & J	
64	239	External Venetians	F & I	
66	242	External Venetians	H & J	
67	243	External Venetians	G & J	
68	244	External Venetians	F & J	
69	245	External Venetians	F & J	
70	246	External Venetians	F & J	
71	247	External Venetians	F & J	
72	248	External Venetians	F & J	
73	249	External Venetians	F & I	

Building 3

Lot No.	Unit No.	Works	Balcony Type	JWI Louvers (NSW) Pty Ltd
				Drawing No. A01-0
84	312	External Venetians	B	
85	313	External Venetians	C	
86	314	External Venetians	B	

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87	315	External Venetians	A
89	322	External Venetians	B
90	323	External Venetians	C
91	324	External Venetians	B
92	325	External Venetians	A
94	332	External Venetians	G & E
95	333	External Venetians	F & D
96	334	External Venetians	G & E
97	335	External Venetians	F & D
99	342	External Venetians	G & E
100	343	External Venetians	F & D
101	344	External Venetians	G & E
102	345	External Venetians	F & D

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Schedule 5

Scheduling Works

Lot No.	Unit No.	Works	Balcony Type	JWI Louvers (NSW) Pty Ltd Drawing No. A01-0
9	123	Exteral Venetians	North-Facing	
10	124	Exteral Venetians	North-Facing	
11	125	Exteral Venetians	North-Facing	
12	126	Exteral Venetians	North-Facing	
13	127	Exteral Venetians	North-Facing	
16	132	Exteral Venetians	North-Facing	
17	133	Exteral Venetians	North-Facing	
18	134	Exteral Venetians	North-Facing	
19	135	Exteral Venetians	North-Facing	
20	136	Exteral Venetians	North-Facing	
21	137	Exteral Venetians	North-Facing	
24	142	Exteral Venetians	North-Facing	
25	143	Exteral Venetians	North-Facing	
26	144	Exteral Venetians	North-Facing	
27	145	Exteral Venetians	North-Facing	
28	146	Exteral Venetians	North-Facing	
29	147	Exteral Venetians	North-Facing	
31	151	Exteral Venetians	North-Facing	
32	152	Exteral Venetians	North-Facing	
33	153	Exteral Venetians	North-Facing	
34	154	Exteral Venetians	North-Facing	

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Schedule 6

Shading works

Reference Plans

Building 1

SK-1A-101 A
SK-1A-102 A
SK-1A-103 A
SK-1A-104 A
SK-1A-105 A
SK-1A-106 A
SK-1A-107 A
SK-1A-108 A
SK-1A-201 A
SK-1A-202 A
SK-1A-203 A
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SK-1A-403 A

Building 2

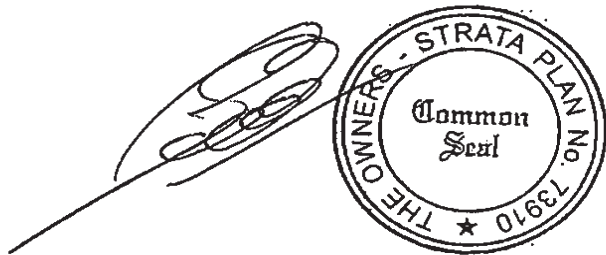
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Building 3

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SK-3A-113 A
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SK-3A-115 A
SK-3A-120 A
SK-3A-201 A
SK-3A-202 A
SK-3A-203 A
SK-3A-204 A
SK-3A-205 A
SK-3A-206 A
SK-3A-301 A
SK-3A-302 A
SK-3A-401 A
SK-3A-402 A
SK-3A-403 A
SK-3A-404 A
SK-3A-405 A
SK-3A-406 A



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Annexure