

Approved Form 27

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By-laws

SP 85982

Instrument setting out the terms of by-laws to be created on registration of the strata plan

The Residence, 18 College Street, Sydney

By-laws 1 to 53 (58 pages)

GADENS LAWYERS
Skygarden Building
77 Castlereagh Street
SYDNEY NSW 2000

T +61 2 9931 4999
F +61 2 9931 4888
Ref Roslyn Forrest 2841609

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Sheet 1 of 58 Sheets



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By-laws for The Residence, 18 College Street, Sydney

Part 1 - General by-laws

1. About the by-laws

1.1 Apartments and Retail Lots

18 College Street contains a mixture of Apartments and Retail Lots. Some by-laws apply only to Apartments or Retail Lots (or more than one of them).

The by-laws are in four parts. Part 1 contains general by-laws which must be observed by everyone at 18 College Street. Part 2 contains by-laws for Apartments. Part 3 contains by-laws for the Retail Lots. Part 4 is the interpretation section.

1.2 Who must comply with the by-laws?

Owners and Occupiers of Apartments must comply with the by-laws which relate specifically to Apartments (see parts 1 and 2).

Owners and Occupiers of Retail Lots must comply with the by-laws which relate specifically to Retail Lots (see parts 1 and 3).

All Owners and Occupiers must comply with by-laws which do not relate specifically to Apartments or Retail Lots.

The Owners Corporation must comply with the by-laws.

2. Exclusive Use By-laws

2.1 Purpose of the Exclusive Use By-laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-law make Owners responsible for the Common Property which they exclusively use or have the benefit of.

2.2 Interpreting this by-law

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

2.3 How to change an Exclusive Use By-law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-law with the written consent of each Owner who benefits from the Exclusive Use By-law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-law.

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2.4 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 the Exclusive Use By-law.

2.5 Regular accounts for your costs

If you are required under an Exclusive Use By-law to contribute towards the costs of the Owners Corporation (to the exclusion of others), 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 in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.6 Repairing damage

You are personally liable for all damage you (or your invitee or someone acting on your behalf) cause 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.

2.7 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.

2.8 Additional insurances

In addition to your obligations under by-law 20 ("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.

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 a Lot 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 them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in 18 College Street which is illegal; or

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- (f) do anything which might damage the good reputation of the Owners Corporation or 18 College Street.

3.2 Complying with the law

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

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

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

4. Access to services and plant and equipment rooms

- 4.1 S.65 of the Management Act gives power to the Owners Corporation, its agents, employees or contractors, power to enter on any part of the parcel for the purpose of carrying out work required to be carried out by the Owners Corporation under the Management Act, or by an order made under the Management Act or as required by any Government Agency. Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its functions under s.65.
- 4.2 Owners and Occupiers must allow access to the Owners Corporation, the Executive Committee, its agents, employees or contractors access to their lots for the purpose of carrying out any necessary works or servicing of the Building or its services, even when access to any plant, equipment or services is through that Owner or Occupier's Lot.
- 4.3 The Owners Corporation, either through the Executive Committee or the Strata Manager must, except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.
- 4.4 Without limitation to the provisions of this by-law, the Owner or Occupier (as the case may be) of:
 - (a) Lot 88 must provide access to the Owners Corporation, its agents, employees or contractors over Lot 88 at the Roof Level over those parts marked M on the Strata Plan, as required for the purpose of providing maintenance for the Building and its services; and
 - (b) Lot 75 must provide access to the Owners Corporation, its agents, employees or contractors over the storage area on the same level as the residence for Lot 75 as required for the purpose of providing maintenance for the Building and its services.

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5. You are responsible for others

5.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws; and
- (b) make your visitors leave 18 College Street if they do not comply with the by-laws; and
- (c) take reasonable care about who you invite into 18 College Street; and
- (d) accompany your visitors at all times, except when they are entering or leaving 18 College Street.

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

5.2 Requirements if you lease your Lot

If you lease or licence your Lot, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave 18 College Street.

6. Your obligations

6.1 General obligations

You must:

- (a) keep your Lot clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your Lot (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 20 ("Insurance premiums") for important information about increasing and paying for insurance premiums; and
- (d) at your expense, comply with all laws about your Lot, including requirements of Government Agencies.

6.2 When will you need consent from the Owners Corporation?

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

- (a) carry out Building Works; or

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- (b) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of 18 College Street; or
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or 18 College Street; or
- (d) install an intruder alarm with an audible signal; or
- (e) attach or hang an aerial or wires outside your Lot or 18 College Street.

6.3 Floor coverings

- (a) If you are an Owner of an Apartment, you must keep the floors in your Apartment covered or otherwise treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.
- (b) If an Owner is replacing a floor finish within a lot with material that is not carpet, the minimum sound transmission standard to be achieved for the floor finish must be the following standards set by the Australian Association of Acoustical Consultants (AAAC):

Hard floor finishes	3 star rating
Soft floor finishes	6 star rating

or any other equivalent standard as set by the AAAC (or other equivalent or replacement body) from time to time.
- (c) An Owner who wishes to change any flooring within a lot must:
 - (i) first apply to the Executive Committee for approval to change the flooring, which will not be unreasonably withheld, provided the application contains sufficient information to enable the Executive Committee to satisfy itself that the requirements of this by-law regarding noise transmission will be satisfied; and
 - (ii) following installation of the flooring, provide the Executive Committee with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law has been complied with.
- (d) Any owner who replaces any flooring installed by the Original Owner takes sole responsibility for the cost of replacement of any acoustic treatment, installation, repair, maintenance and replacement of the new floor covering and is solely responsible to the Owners Corporation if this by-law is not complied with.
- (e) Occupiers may not apply to the Executive Committee for permission to change floor coverings. Because of the provisions of by-law 6.3(d), all applications must be made by Owners.

6.4 Window tinting

You cannot affix window tinting or other treatments to windows and glass doors in your Lot.

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6.5 Window coverings

Window coverings (eg curtains, blinds and louvres) in your Lot must be a colour and design approved by the Executive Committee. The Executive Committee will generally approve window coverings which are an off white colour.

6.6 Carspaces

You must not:

- (a) store anything in your carspace (other than a vehicle);
- (b) wash your car in your carspace

6.7 Cleaning windows

Subject to by-law 6.8 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Lot (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

6.8 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 18 College Street. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under by-law 6.7 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

6.9 Rights of the Owners Corporation to access Lots

You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Lot to enable the Owners Corporation to perform its obligations and exercise its rights. Except in an emergency, the Owners Corporation must give you reasonable notice of the required access.

6.10 Lift foyers and corridors in Basements

Owners and Occupiers are entitled to wheel stored bicycles and motorcycles through the tiled lift foyers and corridors on each of the basement levels of the Building in order to gain access to and from the general carpark area and driveways.

7. Keeping an animal

7.1 What animals may you keep?

Subject to this by-law, you may keep:

- (a) goldfish or other similar fish or aquatic animal in an indoor aquarium;
- (b) small caged birds;
- (c) two domestic cats or two dogs; and

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- (d) 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 needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

7.2 Other animals

You may not keep any other animal unless the Owners Corporation gives you consent.

7.3 When will the Owners Corporation refuse consent?

The Owners Corporation will not give you consent to keep:

- (a) an animal or bird that is vicious, aggressive, noisy or difficult to control;
- (b) a dog that is not registered under the *Companion Animals Act* 1998 (NSW); or
- (c) a dangerous dog under the *Companion Animals Act* 1998 (NSW).

7.4 Controlling your animal

You must ensure that any animal you keep under this by-law does not wander onto another Lot or Common Property. If it is necessary to take your animal onto Common Property (eg to transport it out of 18 College Street), you must restrain it (eg by leash or pet cage) and control it at all times. With the exception of animals covered by by-law 7.1(d), you may not have animals in any Recreational Facilities.

7.5 Conditions for keeping an animal

A condition which automatically applies if you keep an animal under this by-law is that the Owners Corporation has the right at any time to order you to remove the animal if:

- (a) it causes offensive odours or becomes offensive, vicious, aggressive, noisy or a nuisance; or
- (b) you do not comply with your obligations under this by-law; or
- (c) you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
- (d) if you keep a dog, your dog is a dangerous dog or is not registered under the *Companion Animals Act* 1998 (NSW).

The Owners Corporation may impose additional conditions if it gives you consent to keep an animal.

7.6 Your responsibilities

You are responsible:

- (a) to other Owners and Occupiers and people using Common Property for:
 - (i) any noise your animal makes which causes unreasonable disturbance; and
 - (ii) damage to or loss of property or injury to any person caused by your animal; and

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(b) to clean up after your animal.

7.7 Your visitors

You must not allow a visitor to bring an animal into 18 College Street 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.

8. Developer's right to erect signs

Despite any other provision in the by-laws, while the Developer is an Owner, the Developer may erect and display "For Sale" or "For Lease" signs in Lots or on Common Property without consent from the Owners Corporation.

9. Fire control

9.1 What are your obligations?

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

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

9.2 Fire control laws

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

9.3 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 storage or carspace; or
- (e) fit locks or any devices, including peepholes to fire doors, unless those locks, devices or peepholes are permitted under fire regulation codes [without limitation, "003" deadlocks are prohibited by fire regulations]; or
- (f) fit fly screens to any windows; or
- (g) install screen doors to any doors of or within Apartments.

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9.4 Fire extinguishers within Lots

- (a) If you have a fire extinguisher within your Lot, you must keep (and are solely responsible for) this equipment regularly serviced and maintained and in good working order.
- (b) You are obliged to make this fire extinguisher available for inspection to any fires safety consultants nominated from time to time by the Owners Corporation to inspect and rest fire safety equipment within the Building.

10. Storage spaces

- (a) Some walls enclosing or in the vicinity of storage cages are specifically designed to withstand wetting (eg if sprinkler systems are activated). Therefore, items should not be stored directly against walls.
- (b) Also, the storage spaces are designed to facilitate airflow and should not be sealed or tightly curtained.
- (c) Items in storage cages should not be stored to ceiling height so as to interfere with sprinkler heads and should be stored away from any existing motorised dampers and exhaust vents.

11. Parking on Common Property

You must have consent from the Owners Corporation to park or stand a vehicle on Common Property.

12. Controlling traffic in Common Property

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

- (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; and
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving 18 College Street.

13. How to dispose of your garbage

13.1 Making rules

The Owners Corporation may make Rules about the storage and removal of garbage from 18 College Street.

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13.2 Requirements for Apartments

If you are the Owner or Occupier of an Apartment, you must dispose of your garbage and recyclable materials according to this by-law and Exclusive Use By-law 33 ("Garbage disposal for Apartments and exclusive use of the Residential Garbage Room").

13.3 Requirements for Retail Lots

If you are the Owner or Occupier of a Retail Lot, you must dispose of your garbage and recyclable materials according to this by-law and Exclusive Use By-law 46 ("Garbage disposal for Retail Lots and exclusive use of the Retail Garbage Room").

13.4 General obligations

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property; or
- (b) in an area of your Lot which is visible from outside your Lot; or
- (c) in your carspace.

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

14. Carrying out Building Works

14.1 When do you need consent?

- (a) Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.
- (b) The Owners Corporation may delegate any of its powers granted by this by-law to the Executive Committee.

14.2 When is consent not necessary?

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

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 8 ("Developer's right to erect signs"); 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 14.3 ("Procedures before you carry out Building Works") to 14.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

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14.3 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 service 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 Government Agencies' consent to carry out the Building Works, you must still 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.

14.4 Bonding work

The Owners Corporation is entitled to require deposit of a bond in relation to any works to be carried out. Where the value of the works exceeds \$5,000, the bond will be fixed at \$3,000.

14.5 How to apply for consent

You must make a written application to the Owners Corporation for consent under this by-law. Your application must:

- (a) include enough information to give the Owners Corporation a clear understanding of the Building Works which you propose to carry out;
- (b) include plans and specifications according to this by-law; and
- (c) clearly identify how the proposed Strata Building Works comply with the theme of 18 College Street.

14.6 Requests for further information

- (a) The Owners Corporation may request you to supply plans, specifications and further information about your application.
- (b) You must supply all information requested by the Owners Corporation in a reasonable time.
- (c) The Owners Corporation may refuse your application if you do not supply the information in a reasonable time.

14.7 Criteria for deciding an application

For applications under this by-law, the Owners Corporation must consider the information in the application and:

- (a) the theme of 18 College Street;
- (b) the suitability and quality of the proposed Building Works;

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- (c) the by-laws for the Owners Corporation; and
- (d) the Rules.

14.8 The consent process

- (a) The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.
- (b) The Owners Corporation must:
 - (i) make a decision about your application within one month after receiving your application (unless you and the Owners Corporation agree otherwise); and
 - (ii) immediately advise you in writing of its decision and any conditions that apply to its decision.
- (c) If the Owners Corporation requires further information in relation to the application, it must promptly specify the further information required. The time provisions referred to in by-law 14.8(b)(i) will commence from the date on which the last of the requested information is provided by you.

14.9 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; 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 or the property of another Owner or Occupier.

14.10 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 18 College Street 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 18 College Street; 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 18 College Street.

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15. Inter-Tenancy Walls

15.1 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 Lots separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Lot; and
- (b) it is not a structural wall; and
- (c) before you carry out the work, you:
 - (i) obtain the consent of the Owners Corporation; and
 - (ii) provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that:
 - (A) the wall is not a structural wall; and
 - (B) the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
- (d) you comply with the procedures in this by-law.

15.2 What other consents are necessary?

You must also obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

15.3 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 under by-law 15.1 ("When may you alter or remove an Inter-Tenancy 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-laws 14.3 ("Procedures before you carry out Building Works") to 14.10 ("Making arrangements with the Owners Corporation"); and
- (d) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

15.4 Other works to Inter-Tenancy Walls

You cannot install GPOs, power outlets, plumbing, taps or services within Inter-Tenancy Walls. Such works to these walls can defeat sound insulation installed and render the fire proofing ineffective.

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16. Agreement with the Building Manager

16.1 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 18 College Street. The Owners Corporation may exercise its power under this by-law in its capacity as an owners corporation.

16.2 Initial Period

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

16.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

16.4 Agreement during the Initial Period

If the Owners Corporation (in its own right) 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 other maximum period permitted by law); and
- (b) the Owners Agreement may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for 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.

16.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) 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 each 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.

16.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) 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.

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16.7 Duties of the Building Manager

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include (but are not limited to):

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee); and
- (c) maintaining a register for bookings of the Recreational Facilities or the Residents' Lounge/Meeting Room; and
- (d) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (e) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (f) co-ordinating the carrying out of Building Works; and
- (g) managing the Security Key system and providing Security Keys according to the by-laws; and
- (h) providing services to the Owners Corporation, Owners and Occupiers; and
- (i) supervising employees and contractors of the Owners Corporation; and
- (j) supervising the Building generally; and
- (k) providing monthly reports in relation to management of the Building; and
- (l) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

17. Licences

17.1 Powers of the Owners Corporation

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.

17.2 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

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- (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.

18. Loading Hoist

The Loading Hoist is Common Property. It is only to be used for garbage removal and no other purpose.

19. Damage to Common Property

19.1 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 persons doing work or carrying out Building Works in 18 College Street on your behalf.

19.2 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 Common Property equipment.

20. Insurance premiums

20.1 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.

20.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that 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.

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21. Security at 18 College Street

21.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into 18 College Street; and
- (b) prevent fires and other hazards.

21.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to retain, repair and/or replace existing security equipment and cameras and to install and operate further security cameras and other audio or surveillance equipment in and about the Common Property for the security of 18 College Street.

21.3 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 a Lot; and
- (b) restrict by Security Key your access to levels in 18 College Street where you do not own or occupy a Lot or 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 18 College Street. The Owners Corporation may exclude you from using these parts of Common Property.

21.4 What are your obligations?

You must not:

- (a) interfere with any security system and associated equipment installed in 18 College Street; or
- (b) do anything that might prejudice the security or safety of 18 College Street.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used. You must not block clear access to any fire or security door.

22. Security Keys

22.1 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 21 ("Security at 18 College Street").

22.2 Fees for additional Security Keys

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

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22.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

22.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

22.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding 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 if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

22.6 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.

22.7 Procedures if you lease your Lot

If you lease or licence your Lot, you must include a requirement in the lease or licence that the Occupier must return Security Keys to you or the Owners Corporation when they no longer occupy a Lot.

22.8 Lost Security Keys

Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is misplaced or stolen in order for the Security Key to be deactivated.

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23. Rules

23.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of 18 College Street and, in particular, the use of Common Property.

23.2 Changing Rules

Subject to these by-laws (including any exclusive use or special privilege rights of Owners and Occupiers), the Owners Corporation may add to or change the Rules at any time.

23.3 What are your obligations?

You must comply with the Rules.

23.4 Executive Committee

The Owners Corporation is entitled to delegate any Rule making powers to the Executive Committee.

23.5 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-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

24. How are consents given?

24.1 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.

24.2 Conditions

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

24.3 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.

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25. Failure to comply with by-laws

25.1 What can the Owners Corporation do?

The Owners Corporation may do anything on your Lot 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.

25.2 Procedures

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

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

25.3 Recovering money

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

26. Applications and complaints

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

27. Electronic service of notices

The Owners Corporation and all persons authorised by it is entitled to serve notices of meetings, levy notices and all communications by electronic means.

28. Prohibition on participation in resident parking permit scheme

No owner or occupier of the Building is eligible to participate in any existing or proposed Council on-street resident parking schemes. Owners of lots must give written notification to all intending tenants and occupiers of the Building, at the time of entering into a lease or occupancy agreement of this prohibition.

29. Annual fire safety statement form

An annual Fire Safety Statement must be prepared by the Owners Corporation and given to the Council and the NSW Fire Brigade commencing within 12 months after the date on which the initial Interim/Final Fire Safety Certificate is issued.

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By-laws for 18 College Street

Part 2 - Residential by-laws

30. The Balcony of your Apartment

30.1 What may you keep on your Balcony?

If you are the owner of an Apartment, you may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on your Balcony if:

- (a) it is a type approved by the Owners Corporation; or
- (b) it is a standard commensurate with, or that compliments, the standard of 18 College Street; or
- (c) it will not (or is not likely to) cause damage to:
 - (i) the building in 18 College Street; or
 - (ii) property of another Owner or Occupier; or
 - (iii) neighbouring property; or
- (d) it is not (or is not likely to become) dangerous (eg light weight furniture likely to be blown away in windy conditions).

30.2 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 and store items from your Balcony that are not Common Property.

30.3 Enclosing a Balcony

You must have consent from the Owners Corporation and Government Agencies to enclose your Balcony.

30.4 Drying your laundry

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

30.5 Barbeques on your Balcony

You may store and operate a portable barbeque on your Balcony if:

- (a) it is a type approved under by-law 30.6 ("Types of portable barbeques"); and
- (b) it will not (or is not likely to) cause damage to:
 - (i) the building in 18 College Street; or

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- (ii) property of another Owner or Occupier; or
- (iii) neighbouring property; and
- (c) it is not (or is not likely to become) dangerous (eg a light weight portable barbeque likely to be blown away in windy conditions or a portable barbeque that creates excessive flames or smoke when being used); and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy; and
- (f) you comply with this by-law.

30.6 Types of portable barbeques

You may store and operate the following types of portable barbeques on your Balcony:

- (a) a covered kettle style portable barbeque; or
- (b) a covered gas or electric portable barbeque; or
- (c) any other type approved by the Owners Corporation.

You may not store or operate a portable barbeque on your Balcony if that portable barbeque has no cover.

30.7 Operating a portable barbeque

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

30.8 What if your barbeque interferes with someone else?

When you use a barbeque, you must not create smoke, odours or noise which causes a nuisance to or interferes unreasonably with another Owner or Occupier.

31. Erecting signs in Apartments

If you are the Owner or Occupier of an Apartment, you may not erect a sign in your Apartment or on Common Property.

32. Moving in or out of your Apartment

32.1 Who must comply with this by-law?

If you are the Owner or Occupier of an Apartment, you must comply with this by-law.

32.2 Moving in or out

You must make arrangements with the Owners Corporation at least 7 days before you move in to or out of 18 College Street or move large articles (eg furniture) through Common Property so that (among other things) adequate arrangements can be made for protection of the lifts.

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32.3 What are your obligations?

When you take deliveries or move furniture or goods through 18 College Street (including the delivery of stocks and goods), you must:

- (a) not move furniture or large items through the entry foyer of 18 College Street. An exception to this rule may be made by the Executive Committee or the delegate of the Executive Committee, where it is impossible to move furniture or large items any other way;
- (b) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift; and
- (c) repair any damage you (or the person making the delivery) cause to Common Property; and
- (d) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

33. Garbage disposal for Apartments and exclusive use of the Residential Garbage Room

33.1 Exclusive Use By-law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Apartments.

By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-law.

33.2 Exclusive use rights and special privileges

Each Owner of an Apartment has:

- (a) exclusive use of the Residential Garbage Room and Common Property garbage chute rooms; and
- (b) a special privilege to place and store garbage and recyclable materials in the Residential Garbage Room and Common Property garbage chute rooms according to this Exclusive Use By-law.

Owners and Occupiers of Retail Lots may not use the Residential Garbage Room or Common Property garbage chute rooms.

33.3 Interpreting this by-law

In this Exclusive Use By-law, "you" means the Owner of an Apartment.

33.4 What are your obligations?

You must:

- (a) place your household garbage in the garbage receptacle in the Residential Garbage Room designated by the Owners Corporation for that purpose; and

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- (b) drain and securely wrap your household garbage before you place it in the Residential Garbage Room; and
- (c) leave your other garbage and recyclable materials in the area or receptacle in the Residential Garbage Room designated by the Owners Corporation for that purpose; and
- (d) recycle your garbage according to instructions from the Owners Corporation and Council; and
- (e) drain and clean bottles and make sure they are not broken before you place them in the Residential Garbage Room; and
- (f) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

33.5 Rules for using garbage chutes

If you have access to a garbage chute, 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.

33.6 Cleaning up spills

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

33.7 Maintaining the Residential Garbage Room

The Owners Corporation must:

- (a) provide in the Residential Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments; and
- (b) operate, maintain, repair and, where necessary replace, the Common Property garbage equipment servicing the strata scheme (including mechanical equipment located in the garbage chute rooms); and
- (c) maintain, clean and repair the garbage rooms servicing the strata scheme; and
- (d) regularly remove filled receptacles from the garbage rooms and replace them with empty receptacles; and
- (e) transport filled receptacles from the garbage rooms on levels 1 to 4 to the ground level Residential Garbage Room; and
- (f) regularly clean, maintain, repair and, where necessary, replace the Residential Garbage Room and the garbage and recycling receptacles stored in the rooms; and

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- (g) operate, maintain, repair and, where necessary replace any equipment located in the Residential Garbage Room; and
- (h) regularly clean and maintain the garbage equipment servicing the Apartments; and
- (i) arrange for the removal of garbage and recycling material from the Residential Garbage Room; and
- (j) make available for collection by Council household garbage and recyclable materials placed in the Residential Garbage Room; and
- (k) arrange for the removal from the Residential Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

33.8 Paying for the Residential Garbage Room

Each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 33.7 ("Maintaining the Residential Garbage Room") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in 18 College Street.

34. Exclusive use of Residential Air Conditioning Unit

34.1 Exclusive Use By-law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment.

By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-law.

34.2 How does air conditioning in 18 College Street work?

The Air Conditioning System in 18 College Street is used by all Apartments and Retail Lots. The Air Conditioning System is Common Property and is operated, maintained, repaired and replaced by the Owners Corporation. The Air Conditioning System provides reticulated cooled and heated water to the Air Conditioning Unit in each Apartment.

34.3 Exclusive use rights

Each Owner of an Apartment has exclusive use of the Air Conditioning Unit which exclusively services their Apartment.

34.4 Interpreting this by-law

In this Exclusive Use By-law, "you" means the Owner of an Apartment.

34.5 What are your obligations?

You must, at your cost operate, maintain, repair and, where necessary, replace the Air Conditioning Unit which exclusively services your Apartment:

- (a) in a proper and safe manner at all times; and



- (b) according to the requirements of Government Agencies about airconditioning services; and
- (c) using contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning Unit which exclusively services your Apartment.

34.6 Paying for Air Conditioning

You must pay the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of that part of the Common Property where your Air Conditioning Unit is fitted and installed. The Owners Corporation may:

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

35. Exclusive use of the Recreational Facilities

35.1 Exclusive Use By-law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel or only by special resolution and with the written consent of the Owner of each Apartment.

By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-law.

35.2 Exclusive use rights

Each Owner of an Apartment has:

- (a) exclusive use of the Swimming Pool Areas jointly with each other Owner of an Apartment; and
- (b) a special privilege to use the Swimming Pool Areas according to the terms of this Exclusive Use By-law.

Owners and Occupiers of Retail Lots may not use the Recreational Facilities.

35.3 Do you lease or licence your Apartment?

If you lease or licence your Apartment, you must not use the Recreational Facilities

35.4 Interpreting this by-law

In this Exclusive Use By-law, "you" means the Owner of an Apartment.

35.5 Obligations of the Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace the Recreational Facilities.

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35.6 Paying for costs

Each Owner of an Apartment must pay the costs of the Owners Corporation under this Exclusive Use By-law in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in 18 College Street.

35.7 Conditions for using the Swimming Pool Area

- (a) You and your visitors may use the Swimming Pool Area. You must accompany your visitors when they are in the Swimming Pool Area. You and your visitors must be competent swimmers if you or they swim unsupervised.
- (b) You and your visitors may use the Swimming Pool Area only during the hours of 7.00 am and 9.00 pm (or during other hours approved by the Owners Corporation).
- (c) You must:
 - (i) comply with any Rules about the number of visitors they may bring into the Swimming Pool Area at the same time;
 - (ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the Swimming Pool Area; and
 - (iii) be adequately clothed when they are in the Swimming Pool Area.
- (d) You must not:
 - (i) bring glass objects, drinking glasses or sharp objects into the Swimming Pool Area; or
 - (ii) run, be noisy or do anything that might be dangerous while you are in the Swimming Pool Area.
- (e) You must have consent from the Owners Corporation to:
 - (i) bring food or drink into the Swimming Pool Area. However, you may bring non-alcoholic drinks in shatter proof containers into the Swimming Pool Area;
 - (ii) hold parties or other functions (including swimming classes) in the Swimming Pool Area; or
 - (iii) interfere, operate or adjust the settings of equipment in the Swimming Pool Area.

35.8 Maintaining and paying for the Swimming Pool Area

The Owners Corporation must maintain, repair and, where necessary, replace the Swimming Pool Area.

35.9 Security and access to the Swimming Pool Area

The Owners Corporation may lock or secure the Swimming Pool Area by Security Key. The Owners Corporation must give you a Security Key to the Swimming Pool Area and may charge a fee for additional or replacement Security Keys.

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35.10 Conditions for using the Gym

- (a) You and your visitors may use the Gym. You must accompany your visitors when they use the Gym.
- (b) You may use the Gym only during the hours nominated by the Owners Corporation.
- (c) You must:
 - (i) comply with any Rules about the number of visitors you may bring into the Gym at the same time;
 - (ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Gym; and
 - (iii) be adequately clothed when you are in the Gym.
- (d) You must not:
 - (i) conduct or permit to be conducted any groups or classes within the Gym for commercial gain. One on one session with your personal trainer are permitted however; or
 - (ii) bring glass objects, drinking glasses or sharp objects into the Gym; or
 - (iii) do anything that might be dangerous while you are in the Gym.
- (e) You must have consent from the Owners Corporation to:
 - (i) bring food or drink into or around the Gym. However, you may bring non-alcoholic drinks in shatter proof containers into the Gym;
 - (ii) hold parties or other functions (including exercise classes) in the Gym; or
 - (iii) interfere, operate or adjust the settings of equipment in the Gym (other than to operate or adjust exercise equipment according to the instructions of the manufacturer).

35.11 Maintaining and paying for the Gym

The Owners Corporation must maintain, repair and, where necessary, replace the Gym.

35.12 Security and access to the Gym

The Owners Corporation may lock or secure the Gym by Security Key. The Owners Corporation must give you a Security Key to the Gym and may charge a fee for additional or replacement Security Keys.

35.13 Conditions for using the Barbeque Area

- (a) You and your visitors may use the Barbeque Area. You must accompany your visitors when they use the Barbeque Area.

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- (b) You may use the Barbeque Area only during the hours nominated by the Owners Corporation .
- (c) You must:
 - (i) book the Barbeque Area through the concierge desk;
 - (ii) comply with any Rules about the number of visitors you may bring into the Barbeque Area at the same time;
 - (iii) make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Barbeque Area; and
 - (iv) be adequately clothed when you are in the Barbeque Area.
- (d) You must not:
 - (i) bring glass objects, drinking glasses into the Barbeque; or
 - (ii) do anything that might be dangerous while you are in the Barbeque.
- (e) You must have consent from the Owners Corporation to:
 - (i) hold parties or other functions (including exercise classes) in the Barbeque Area; or
 - (ii) interfere, operate or adjust the settings of equipment in the Barbeque Area (other than to operate or adjust exercise equipment according to the instructions of the manufacturer).
- (f) You must ensure that the Barbeque Area is left clean and tidy after any function organised by you. This includes emptying and cleaning all equipment. You are liable to the Owners Corporation for any damage caused to the Barbeque Area and for any cleaning up that you fail to carry out properly.

35.14 Maintaining and paying for the Barbeque Area

The Owners Corporation must maintain, repair and, where necessary, replace the Barbeque Area.

35.15 Security and access to the Barbeque Area

The Owners Corporation may lock or secure the Barbeque Area by Security Key. The Owners Corporation must give you a Security Key to the Barbeque Area and may charge a fee for additional or replacement Security Keys.

36. Use of the Residents Lounge/Meeting Room

36.1 Obligations of the Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace the Residents Lounge/Meeting Room and any inclusions, fixtures and fittings.

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36.2 Conditions for using the Residents Lounge/Meeting Room

- (a) You may use the Residents Lounge/Meeting Room only during the hours nominated by the Owners Corporation and by appointment with the Owners Corporation.
- (b) You must:
 - (i) book Residents Lounge/Meeting Room through the concierge desk;
 - (ii) comply with any Rules about the number of visitors you may bring into the Residents Lounge/Meeting Room at the same time;
 - (iii) make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Residents Lounge/Meeting Room; and
 - (iv) be adequately clothed when you are in the Residents Lounge/Meeting Room.
- (c) You must not:
 - (i) bring glass objects, drinking glasses into the Residents Lounge/Meeting Room; or
 - (ii) do anything that might be dangerous while you are in the Residents Lounge/Meeting Room.
- (d) You must have consent from the Owners Corporation to:
 - (i) hold parties or other functions (including exercise classes) in the Residents Lounge/Meeting Room; or
 - (ii) interfere, operate or adjust the settings of equipment in the Residents Lounge/Meeting Room.
- (e) You must ensure that the Residents Lounge/Meeting Room is left clean and tidy after any function organised by you. This includes emptying fridges, sinks and bins and cleaning all facilities and equipment. You are liable to the Owners Corporation for any damage caused to the Residents Lounge/Meeting Room and any equipment in the room and for any cleaning up that you fail to carry out properly.

36.3 Maintaining and paying for the Residents Lounge/Meeting Room

The Owners Corporation must maintain, repair and, where necessary, replace the Barbeque Area and Residents Lounge/Meeting Room.

36.4 Security and access

The Owners Corporation may lock or secure the Residents Lounge/Meeting Room by Security Key. The Owners Corporation must give you a Security Key to the Residents Lounge/Meeting Room and may charge a fee for additional or replacement Security Keys.

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37. Exclusive use of roller shutter door College Lane main entrance

37.1 Exclusive Use By-law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Lots 1 to 87.

By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-law.

37.2 Exclusive use rights and special privileges

Each Owner of Lots 1 to 87 has:

- (a) exclusive use of the roller shutter door to the main carpark entrance to the Building in College Lane (**Main Door**); and
- (b) a special privilege to use the Main Door according to this Exclusive Use By-law.

37.3 Paying for the Main Door

Each Owner must pay the costs of the Owners Corporation of maintaining, repairing or replacing the Main Door in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of Lots 1 to 87.

38. Exclusive Use of roller shutter door, Cnr College Lane & Francis Street

38.1 Exclusive Use By-law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Lots 88 and 89.

By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-law.

38.2 Exclusive use rights and special privileges

Each Owner of Lots 88 and 89 has:

- (a) exclusive use of the roller shutter door to the entrance to the carpark located on Basement Level 1 Mezzanine of the Building at the corner of Francis Street and College Lane (**Corner Door**); and
- (b) a special privilege to use the Corner Door according to this Exclusive Use By-law.

38.3 Paying for the Corner Door

Each Owner must pay the costs of the Owners Corporation of maintaining, repairing or replacing the Corner Door in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of Lots 88 and 89.

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39. Exclusive Use of penthouse car turn-table

39.1 Exclusive Use By-law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Lots 88 and 89.

By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-law.

39.2 Exclusive use rights and special privileges

Each Owner of Lots 88 and 89 has:

- (a) exclusive use of the car turn-table located within Basement Level 1 Mezzanine of the Building at the corner of Francis Street and College Lane (**Turn-table**); and
- (b) a special privilege to use the turn-table according to this Exclusive Use By-law.

39.3 Paying for the Corner Door

Each Owner must pay the costs of the Owners Corporation of maintaining, repairing or replacing the turn-table in the following shares:

- (a) Lot 88 – 60%; and
- (b) Lot 89 – 40%.

40. Lifts or hoists or carstackers within Lots

40.1 The servicing, repair, maintenance or replacement of any lift, hoist or carstacker that is contained within a Lot in the Building is the sole responsibility of the Owner of that Lot. Those Owners must keep any lift, hoist or carstacker within their lot properly maintained and serviced at all times.

40.2 Any Owner in breach of this by-law is responsible for any damage to his or her Lot, or any other Lot or Common Property caused by his or her failure or neglect.

40.3 All lifts, hoists or carstackers are used at the user's own risk.

41. Swimming pools within Lots

41.1 The servicing, repair, maintenance or replacement of any swimming pool that is contained within a Lot in the Building is the sole responsibility of the Owner of that Lot. Those Owners must keep any swimming pool within their Lot properly maintained and serviced at all times.

41.2 Any Owner in breach of this by-law is responsible for any damage to his or her Lot, or any other Lot or Common Property caused by his or her failure or neglect.

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42. Exclusive use of Apartment Names

42.1 Exclusive Use By-law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of Lots 86 to 89, whose consent is relevant to the proposed amendment or cancellation.

42.2 Exclusive use rights and special privileges

The Owner of the Lot in the table below has exclusive use of and a special privilege to use the name assigned to his or her Lot that is specified opposite their Lot number in column 2 in the table.

Lot	Apartment Name
86	Rockingham
87	Greenway
88	Sulman
89	Archibald

43. Exclusive use of Wine Cellar Areas

43.1 Exclusive Use By-law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment listed in the table in the table referred to in by-law 43.3 who has the exclusive use of a Wine Cellar Area. By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Access to exclusive use areas") apply to this Exclusive Use By-law.

43.2 Interpreting this Exclusive Use By-law

In this Exclusive Use By-law, "you" means the Owner of an Apartment who has exclusive use and special privileges of a Wine Cellar Area.

43.3 Exclusive use and special privilege rights

The Owners of the Apartments in column 1 of the following table have:

- (a) exclusive use of the Wine Cellar Area that is specified opposite their Apartment number in columns 2 and 3 in the table at the end of this by-law ; and
- (b) the special privilege to use their Wine Cellar Area according to this Exclusive Use By-law.

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The location of each Wine Cellar Area is shown on the plan attached to these by-laws.

43.4 What are your obligations?

You must:

- (a) comply with the rules of the Owners Corporation or any commercial operator appointed by the Owners Corporation in relation to the use of the Wine Cellar Area;
- (b) provide the Owners Corporation with access to your Wine Cellar Area to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws; and
- (c) keep your Wine Cellar Area clean and tidy; and
- (d) use your Wine Cellar Area only for the storage of wine or other alcohol; and
- (e) effect any insurance you require; and
- (f) comply with reasonable requirements of the Owners Corporation when you exercise your rights or comply with your obligations under this Exclusive Use By-law.

43.5 Paying for your Wine Cellar Area

You must pay the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of the Wine Cellar Area in accordance with your unit entitlement as a proportion of the total of the unit entitlements of all Lots that have a Wine Cellar Area. The Owners Corporation may:

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

43.6 Risk

You store wine or other alcohol in the Wine Storage Area entirely at your own risk. The Owners Corporation is not liable for any loss, damage, spoilage, theft or security.

Column 1 Apartment [Lot Number]	Column 2 [Exclusive use area/Wine Cellar Area]	Column3 [Region]
3	1	Loire
4	2	Loire
5	3	Loire
6	4	Loire

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Column 1 Apartment [Lot Number]	Column 2 [Exclusive use area/Wine Cellar Area]	Column3 [Region]
13	5	Loire
17	6	Loire
25	7	Loire
34	8	Loire
43	9	Loire
53	10	Loire
61	11	Loire
68	12	Loire
11	13	Loire
23	14	Loire
7	15	Loire
8	16	Loire
14	17	Loire
18	18	Loire
26	19	Loire
35	20	Loire
46	21	Loire
54	22	Loire
62	23	Loire
69	24	Loire
86	25	Loire
21	1	Alsace
33	2	Alsace
9	3	Alsace

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Column 1 Apartment [Lot Number]	Column 2 [Exclusive use area/Wine Cellar Area]	Column3 [Region]
10	4	Alsace
15	5	Alsace
19	6	Alsace
27	7	Alsace
36	8	Alsace
47	9	Alsace
55	10	Alsace
63	11	Alsace
70	12	Alsace
12	13	Alsace
16	14	Alsace
20	15	Alsace
28	16	Alsace
37	17	Alsace
48	18	Alsace
56	19	Alsace
64	20	Alsace
71	21	Alsace
88	22	Alsace
22	1	Provence
30	2	Provence
31	3	Provence
39	4	Provence
49	5	Provence
57	6	Provence

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Column 1 Apartment [Lot Number]	Column 2 [Exclusive use area/Wine Cellar Area]	Column 3 [Region]
65	7	Provence
72	8	Provence
73	9	Provence
24	10	Provence
32	11	Provence
40	12	Provence
50	13	Provence
58	14	Provence
77	15	Provence
77	16	Provence
84	17	Provence
85	18	Provence
89	19	Provence
41	1	Bordeaux
51	2	Bordeaux
59	3	Bordeaux
67	4	Bordeaux
66	5	Bordeaux
79	6	Bordeaux
81	7	Bordeaux
82	8	Bordeaux
87	9	Bordeaux
83	10	Bordeaux
83	11	Bordeaux
80	12	Bordeaux

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Column 1 Apartment [Lot Number]	Column 2 [Exclusive use area/Wine Cellar Area]	Column3 [Region]
80	13	Bordeaux
78	14	Bordeaux
60	15	Bordeaux
52	16	Bordeaux
38	17	Bordeaux
45	18	Bordeaux
44	19	Bordeaux
42	20	Bordeaux
29	21	Bordeaux
75	22	Bordeaux
75	23	Bordeaux
74	24	Bordeaux

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By-laws for 18 College Street

Part 3 - Retail by-laws

44. Use of Retail Lots

44.1 Approval by a Government Agency

An Owner or Occupier of a Retail Lot may only use their Retail Lot for any purpose, and during the hours, approved by a Government Agency. The Owners Corporation must consent to the lodgement of an application to a Government Agency (as owner for the purpose of the Planning Act) for a particular use, or for specified hours, if requested by an Owner or Occupier of a Retail Lot.

44.2 Amending this by-law

The Owners Corporation may amend or cancel this by-law only:

- (a) by special resolution; and
- (b) with the written consent of the Owners of the Retail Lots.

45. Erecting signs in Retail Lots

45.1 Signage contained within a Lot

If you are the Owner or Occupier of a Retail Lot you may erect a sign advertising the name and details of your business inside your Lot (including the inside of any windows in your Lot):

- (a) if you obtain consent from Government Agencies to erect the sign; and
- (b) without obtaining the consent of the Owners Corporation.

45.2 Signage on Common Property

You may not place any signs on or about Common Property including A-frame signs.

45.3 Obligations of the Owners Corporation

The Owners Corporation must consent to the lodgement of an application to a Government Agency (as owner for the purpose of the Planning Act) for the erection of a sign if requested by an Owner or Occupier of a Retail Lot.

45.4 Consent from the Owners Corporation

Unless the sign is a sign that may be erected according to by-law 45.1, you must obtain the consent of:

- (a) the Owners Corporation; and
- (b) Government Agencies,

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for the erection of the sign (eg for signs on the outside of your Retail Lot). If the Owners Corporation gives you consent, by-law 45.3 ("Obligations of the Owners Corporation") applies to the Owners Corporation.

45.5 Obligations of the Owners and Occupiers of Retail Lots

You must:

- (a) maintain and keep clean and in good condition any signs which service your Retail Lot; and
- (b) when necessary, replace or remove any signs which service your Retail Lot whether or not you installed the sign.

45.6 Amending this by-law

The Owners Corporation may amend or cancel this by-law only:

- (a) by special resolution; and
- (b) with the written consent of the Owners of the Retail Lots.

46. Garbage disposal for Retail Lots and exclusive use of the Retail Garbage Room

46.1 Exclusive use by-law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Retail Lots.

By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-law.

46.2 Exclusive use rights and special privileges

The Owners of Retail Lots have:

- (a) exclusive use of the Retail Garbage Room; and
- (b) a special privilege to place and store garbage and recyclable receptacles and materials in the Retail Garbage Room according to this Exclusive Use By-law.

Owners and Occupiers of Apartments may not use the Retail Garbage Room.

46.3 Interpreting this by-law

In this Exclusive Use By-law, "you" means an Owner of a Retail Lot.

46.4 What are the rights of Owners?

If you are the Owner of a Retail Lot, you may keep the type and number of garbage and recyclable receptacles in the Retail Garbage Room approved by the Owners Corporation.

46.5 What are your obligations?

You must, at your cost:

- (a) arrange for the regular removal of your garbage and recyclable materials from the Retail Garbage Room; and
- (b) transport your garbage and recyclable materials to the Retail Garbage Room; and
- (c) promptly clean up any spillage caused while transporting garbage; and
- (d) keep your garbage and recyclable receptacles in the area in the Retail Garbage Room designated for that purpose by the Owners Corporation; and
- (e) ensure that your garbage and recyclable receptacles are in a sanitary condition and do not omit odours; and
- (f) repair, maintain and, where necessary, replace your garbage and recyclable receptacles; and
- (g) cause as little disturbance (traffic and noise) as possible to other occupants of the Building when disposing of garbage and recyclable materials

46.6 Maintaining the Retail Garbage Room

Subject to your obligations under this Exclusive Use By-law, the Owners Corporation must clean, maintain, repair and replace the Retail Garbage Room.

46.7 Paying for the Retail Garbage Room

Each Owner of a Retail Lot must pay the costs of the Owners Corporation under by-law 46.6 ("Maintaining the Retail Garbage Room") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Retail Lots in 18 College Street.

47. Retail Air Conditioning

47.1 What are your obligations?

You must supply at your own cost and operate, maintain, repair and, where necessary, replace the Air Conditioning Unit to service your Retail Lot:

- (a) in a proper and safe manner at all times; and
- (b) according to the requirements of Government Agencies about airconditioning services.

47.2 Supply of chilled water

You must pay the costs of the Owners Corporation incurred in connection with the supply of chilled water for the operation of your Air Conditioning Unit. The Owners Corporation may:

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

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48. Exclusive use of the Kitchen Exhaust

48.1 Exclusive Use By-law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of Lot 1.

By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Access to exclusive use areas") apply to this Exclusive Use By-law.

48.2 Interpreting this by-law

In this Exclusive Use By-law, "you" means the Owner of the Lot 1.

48.3 Exclusive use and special privilege rights

You have:

- (a) exclusive use of the Kitchen Exhaust; and
- (b) the special privilege to connect to and use the Kitchen Exhaust; and
- (c) the special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in Common Property necessary to connect your Lot to the Kitchen Exhaust

You do not need consent from the Owners Corporation to exercise your special privileges under this Exclusive Use By-law.

48.4 What are your obligations?

You must, at your cost:

- (a) properly maintain and repair the Kitchen Exhaust (but not structural maintenance, repairs or replacements); and
- (b) arrange for regular cleaning and certification of the Kitchen Exhaust; and
- (c) comply with the requirements of Government Agencies for Kitchen Exhausts; and
- (d) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this Exclusive Use By-law.

48.5 Maintaining pipes and other items

You must, at your cost, maintain, repair and, where necessary, replace any pipes, wires, cables, ducts and filters installed according to this Exclusive Use By-law to connect your Lot to the Kitchen Exhaust (whether or not you installed them).

48.6 Obligations of the Owners Corporation

The Owners Corporation must, at its cost:

- (a) carry out structural maintenance, repairs and replacements of the Kitchen Exhaust; and

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- (b) if your Lot is not connected to or uses the Kitchen Exhaust, maintain, repair and, where necessary, replace the Kitchen Exhaust.

49. Exclusive use of the Grease Trap

49.1 Exclusive Use By-law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of Retail Lots 1 and 2.

By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Access to exclusive use areas") apply to this Exclusive Use By-law.

49.2 Interpreting this by-law

In this Exclusive Use By-law, "you" means the Owner of Lots 1 and 2.

49.3 Exclusive use and special privilege rights

You have:

- (a) joint exclusive use of the Grease Trap; and
- (b) the special privilege to connect to and use the Grease Trap; and
- (c) the special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in Common Property necessary to connect your Lot to the Grease Trap. Before you install any pipes, wires, cables and ducts in Common Property however, you must consult with the Owners Corporation to ensure your installation does not interfere with any existing services; and
- (d) despite by-law 11 ("Parking on Common Property"), the special privilege to park a vehicle on Common Property for the purposes of pumping out the Grease Trap.

You do not need consent from the Owners Corporation to exercise your special privileges under this Exclusive Use By-law.

49.4 What are your obligations?

You must, at your cost:

- (a) properly maintain and repair the Grease Trap (but not structural maintenance, repairs or replacements); and
- (b) arrange for regular pump outs of the Grease Trap; and
- (c) comply with the requirements of Government Agencies for grease traps; and
- (d) comply with the reasonable requirements of the Owners Corporation about exercising your rights and complying with your obligations under this Exclusive Use By-law.

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49.5 Maintaining pipes and other items

You must, at your cost, maintain, repair and, where necessary, replace any pipes, wires, cables and ducts installed according to this Exclusive Use By-law to connect your Lot to the Grease Trap (whether or not you installed them).

49.6 Obligations of the Owners Corporation

The Owners Corporation must, at its cost:

- (a) carry out structural maintenance, repairs and replacements of the Grease Trap; and
- (b) if your Lot is not connected to or uses the Grease Trap, maintain, repair and, where necessary, replace the Grease Trap.

49.7 Sharing of costs under this by-law

- (a) If only one Lot is using the Grease Trap, then the Owner or Occupier of that Lot is solely liable for the obligations under this by-law.
- (b) If both Lots are using the Grease Trap then the costs under this by-law must be shared on a unit entitlement basis.

50. Exclusive use of the Outdoor Seating Area

50.1 Exclusive use by-law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of Retail Lots 1 and 2.

By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-law.

50.2 Exclusive use rights and special privileges

- (a) The Owner of Retail Lot 1 has:
 - (i) exclusive use of the Outdoor Seating Areas marked (a), (b) and (c) on the Ground Level of the Strata Plan; and
 - (ii) a special privilege to place café tables and chairs in the Outdoor Seating Area according to this Exclusive Use By-law.
- (b) The Owner of Retail Lot 2 has:
 - (i) exclusive use of the Outdoor Seating Area marked (d) on the Ground Level of the Strata Plan; and
 - (ii) a special privilege to place café tables and chairs in the Outdoor Seating Area according to this Exclusive Use By-law.
- (c) Owners and Occupiers of Apartments may not use the Outdoor Seating Area other than as patrons of the businesses operated by the Owners or Occupiers of Retail Lots 1 and 2.

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50.3 Interpreting this by-law

In this Exclusive Use By-law, "you" means the Owner or Occupier of Retail Lots 1 and 2.

50.4 Your rights

You may use the Outdoor Seating Area allocated to your Lot for table seating associated with the café or restaurant business carried out within your Retail Lot.

50.5 What are your obligations?

You must, at your cost:

- (a) keep the Outdoor Seating Area allocated to you clean and tidy at all times, at your own cost;
- (b) only use the Outdoor Seating Area allocated to you for outdoor seating;
- (c) maintain and repair the Outdoor Seating Area allocated to you whilst the exclusive use rights are being exercised;
- (d) comply with the requirements of the City of Sydney Outdoor Café Policy 1996, if applicable, and any other relevant legislation regulating the use of outdoor seating areas; and
- (e) obtain development approval for the use of the Outdoor Seating Area allocated to you, if required, and comply with all other approvals, consents, requirements notices and orders of Government Agencies.

50.6 Suspension of rights

The exclusive use rights under this by-law are suspended if, and for as long as, Retail Lot 1 or 2 (as the case may be) is not used for café or restaurant purposes.

51. Exclusive use of Bathroom facilities

51.1 Exclusive use by-law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of Retail Lots 1 and 2.

By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-law.

51.2 Exclusive use rights and special privileges

- (a) The Owners of Retail Lots 1 and 2 have:
 - (i) exclusive use of the Bathroom facilities marked (e) on the Ground Level of the Strata Plan; and
 - (ii) a special privilege for them, their staff and their customers and invitees to use the Bathroom Facilities according to this Exclusive Use By-law.

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- (b) Owners and Occupiers of Apartments may not use the Bathroom Facilities other than as patrons of the businesses operated by the Owner or Occupier of Retail Lots 1 and 2.

51.3 Interpreting this by-law

In this Exclusive Use By-law, "you" means the Owner or Occupier of Retail Lots 1 and 2.

51.4 Your rights

You may use the Bathroom Facilities in association with the café or restaurant business carried out within your Retail Lot.

51.5 What are your obligations?

You are jointly responsible, at your cost to:

- (a) keep the Bathroom Facilities clean and tidy at all times;
- (b) maintain and repair the Bathroom Facilities whilst the exclusive use rights are being exercised;
- (c) comply with the requirements of any relevant legislation or code.

51.6 What does "at your cost" mean?

- (a) While ever only one business is operating, the Owner or Occupier of that Retail Lot is responsible for 100% of the cost of complying with this by-law and is solely responsible for complying with all other obligations.
- (b) When both Retail Lots 1 and 2 are conducting businesses, both Owners remain jointly liable for complying with the obligations imposed by this by-law, but the cost of cleaning, repair and maintenance is to be shared as follows:
 - (i) Retail Lot 1: 75%; and
 - (ii) Retail Lot 2: 25%.

51.7 Suspension of rights

The exclusive use rights under this by-law are suspended if, and for as long as, Retail Lot 1 or 2 (as the case may be) is not used for café or restaurant purposes.

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52. Carbon fibre strips forming part of ceiling

- (a) The black carbon fibre strips forming part of the ceilings of Retails Lots 1 and 2 are structural.
- (b) *They must not be interfered with in any way.*
- (c) Without limitation, this prohibition includes puncturing with nails or drilling through the strips.

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By-laws for 18 College Street

Part 4 - Interpretation

53. How to interpret the by-laws

53.1 Definitions

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

Air Conditioning System comprises elements and equipment which are common to all Lots and includes:

- (a) cables, conduits, pipes, wires and ducts which provide air conditioning and reticulated refrigeration gas or water; and
- (b) air cooled chillers and gas fired boilers; and
- (c) fan units, cables, conduits, pipes, wires, mechanical ventilation and ducts which exclusively service Lots in 18 College Street; and
- (d) switchboards, electrical controllers and dosing tanks.

The Air Conditioning System does not include:

- (a) costs for electrical consumption by Owners and Occupiers; or
- (b) Air Conditioning Units.

Air Conditioning Unit means any air conditioning plant and equipment contained within and/or serving an individual Lot, comprising a fan, heating and cooling coils, filters, casing and control system/s.

Apartments mean Lots 3 to 89 in 18 College Street.

18 College Street means strata plan no. 85982

Balcony means a terrace or a balcony in an Apartment.

Barbeque Area means the area designated Common Property Terrace at the north eastern corner of the Building on level 3 on the Strata Plan.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 16 ("Agreement with the Building Manager").

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

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot. Common Property walls include windows and doors in those walls; or

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- (b) the structure of your Lot; or
- (c) the internal walls inside your Lot (eg a wall dividing two rooms in your Lot); or
- (d) Common Property services; or
- (e) services in 18 College Street, whether or not they are for the exclusive use of your Lot.
- (f) Building Works exclude:
- (g) minor fit out works inside a Lot; and
- (h) works or alterations to the interior of Common Property walls in a Lot (eg hanging pictures or attaching items to those walls).

Common Property means Common Property in 18 College Street and personal property of the Owners Corporation.

Council means Sydney City Council.

Developer means 18 College Street Pty Limited (ACN 128 605 149).

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

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.

External Appearance means the appearance of any external surface of a Lot or Common Property which is visible from outside a Lot or 18 College Street.

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

Grease Trap means the Common Property grease trap located the base of the slab on ground floor level and which services Lots 1 and 2 and the grease trap arrestor room on Basement level 1. The grease trap includes the grease trap room and all Common Property pipes, ducts, vents and other services associated with the use, operation, maintenance, repair and pump out of the grease trap.

Gym means the facility located at the south eastern end on level 3 of 18 College Street, the area around the gymnasium, associated toilets, any wash room and shower facilities and associated plant and equipment.

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

Kitchen Exhaust means the Common Property kitchen exhaust which services Lot 1. The kitchen exhaust includes all Common Property risers, pipes, ducts, vents, fans, filters and other services associated with the use, operation, maintenance, repair and cleaning of the kitchen exhaust.

Loading Hoist means the Common Property loading hoist at street level on the south-west corner of 18 College Street.

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Lot means:

- (a) an Apartment; or
- (b) a Retail Lot.

and any lots into which they are subdivided or re-subdivided.

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

Occupier means the occupier, lessee or licensee of a Lot.

Outdoor Seating Area means the areas designated (a), (b), (c) and (d) on Ground Level of the Strata Plan. It includes the floor finishes and fittings within the Outdoor Seating Area.

Owner means:

- (a) the owner for the time being of a Lot; and
- (b) if a Lot is subdivided or re-subdivided, the owners for the time being of the new Lots; and
- (c) for an Exclusive Use By-law, the owner(s) of the Lots(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners - Strata Plan No. #

Planning Act means the *Environmental Planning and Assessment Act 1979*.

Recreational Facilities means collectively, the Swimming Pool Area, , the Barbeque Area and the Gym.

Residential Garbage Room includes the garbage compactor in Basement level 1 and such number of recycling bins and general waste dumpster bins designated by the Owners Corporation from time to time.

Residential Hot Water System means the Common Property hot water system for the exclusive use of, and providing hot water to, Apartments and Penthouses and includes

- (a) the external hot water unit on the roof level of the building in 18 College Street; and
- (b) pipes, wires, cables, conduits and ducts which are located in Common Property and service an Apartment.

Residents Lounge/Meeting Room means the designated room on Level 3 of the Building at the northern corner.

Retail Garbage Room includes such number of recycling bins and general waste dumpster bins designated by the Owners Corporation from time to time. The retail garbage room is designated as] on the Strata Plan.

Retail Lots means Lots 1 and 2 in 18 College Street.

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Rules mean rules made by the Owners Corporation according to by-law 23 (“Rules”).

Security Keys means a key, magnetic card or other device or information used in 18 College Street to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Spa means the facility located at the south eastern end on level 2 of 18 College Street, the spa, the steam room, the sauna, the area around the Spa, associated toilets, any wash room and shower facilities and associated plant and equipment.

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.

Swimming Pool Area means the swimming pool located on Podium Level 2 of 18 College Street, the area around the swimming pool, the spa, steam room, sauna and associated toilets, wash room and shower facilities and associated plant and equipment.

Wine Cellar Area means the exclusive use area on Level 4 of the Building at the southern end.

53.2 References 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 18 College Street; 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 includes 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 an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

np PP

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ePlan



53.3 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.

53.4 Severability

If the whole or any part of a provision in the by-laws 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.

53.5 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).

53.6 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.

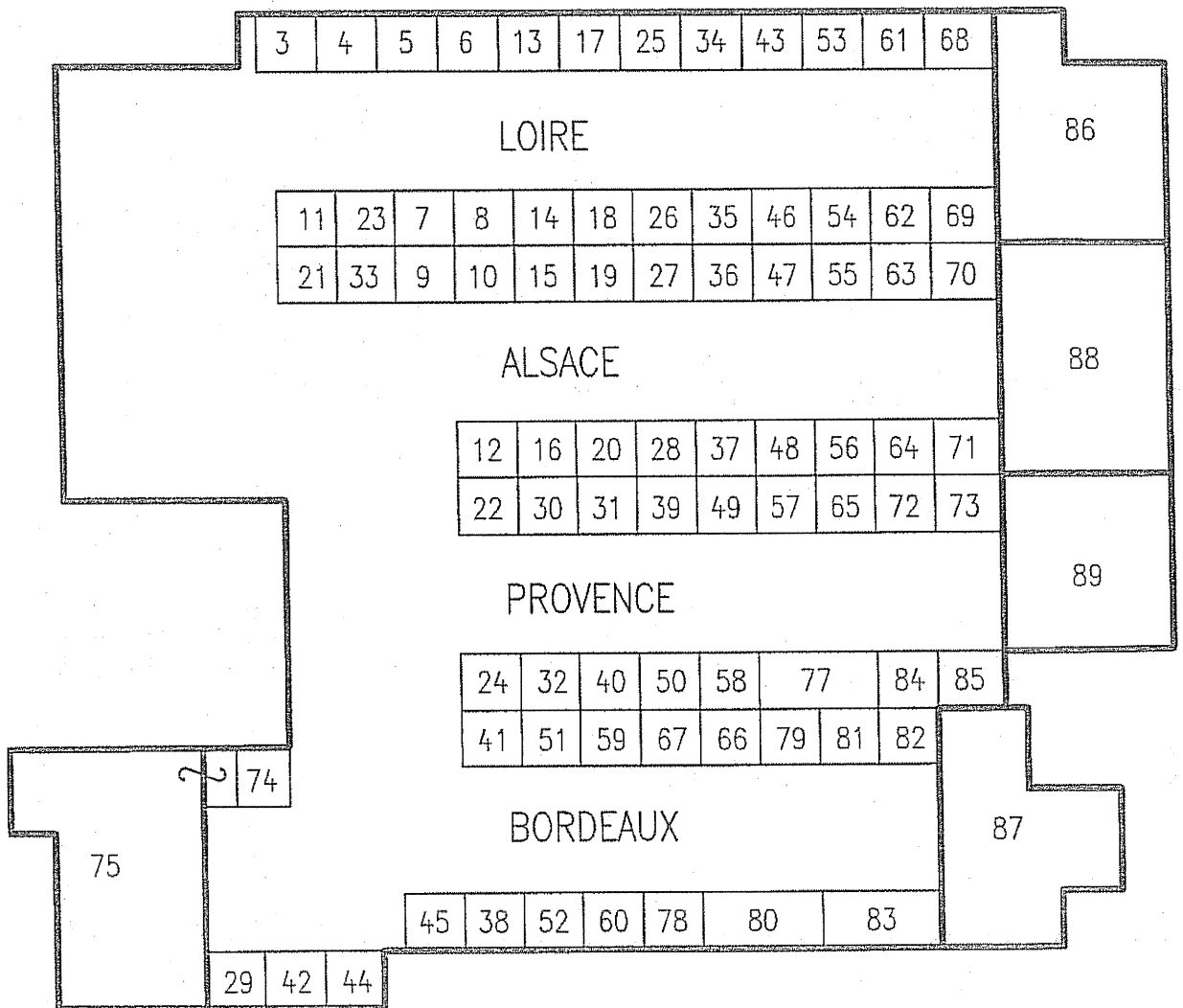
53.7 Remedies cumulative

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.

Handwritten initials and signatures, including 'HP', 'WGD', and a vertical signature.

ANNEXURE TO BY-LAWS

SP85982 PLAN SHOWING LOCATION OF WINE CELLAR
AREAS REFERRED TO IN THE BY-LAWS
LOCATED AT LEVEL 4
No.18 COLLEGE STREET
SYDNEY



NUMBERS SHOWN IN THE ABOVE PLAN DENOTE LOT NUMBERS IN THE STRATA PLAN

Handwritten signatures and initials.

SP85982

ePlan



By-laws for 18 College Street

Signing page

Signed sealed and delivered on behalf of Venus No. 8 Pty Limited by its attorney under power of attorney registered book 454 no 734 in the presence of:

✓ Mikari Ziegler
Witness

✓ MIKARI ZIEGLER
Print name

29, Alfred St. SYDNEY
Print address

[Signature]
Attorney

Attorney
DONNA DUGGAN
Print names

Signed by the Mortgagee

Signed sealed and delivered on behalf of SPP (College Street) Pty Limited by its attorney under power of attorney registered book no in the presence of:

[Signature]
~~Witness~~ DIRECTOR

DONNA DUGGAN
Print name

Print address

[Signature]
~~Attorney~~

DIRECTOR

DALE RAYMOND PHILLIPS
Print names

Signed sealed and delivered on behalf of ANZ Fiduciary Services Pty Limited by its attorney under power of attorney registered book no 991 in the presence of:

[Signature]
Witness

MIKARI ZIEGLER
Print name

29, Alfred St. SYDNEY
Print address

[Signature]
Attorney

Attorney
ANTHONY HERDEN
Print names

REGISTERED 5.12.2011