


Approved Form 7	Strata Plan By-Laws	ePlan 31 (Sheet 1 of 36 sheets)
Registered:  2.6.2017	Office Use Only	Office Use Only SP94776

Instrument setting out the details of by-laws to be created upon registration of the Strata Plan


Retail Strata By-laws for "One Wharf", 1 Wharf Road, Gladesville

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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Retail Strata by-laws for One Wharf, 1 Wharf Road, Gladesville

Approved Form 27

**Instrument setting out the Terms of by-laws to be created
upon registration of the Strata Plan**

Ref PG:KG:246972

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Retail Strata by-laws for One Wharf, 1 Wharf Road, Gladesville

1. Definitions and interpretation

1.1 Definitions

In the by-laws:

Accessible Toilet means the area of the accessible toilet and access path corridor provided in the Strata Scheme as shown on the Plan.

Air Conditioning Equipment means the air conditioner inside a Lot or in the basement of the Strata Scheme or the Residential Component and includes air conditioning plant and equipment, pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment.

Building Management Committee means the building management committee established under the Strata Management Statement.

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

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot and car space. Common Property walls include windows and doors in those walls;
- (b) the structure of your Lot;
- (c) the internal walls inside your Lot (eg. a wall dividing two rooms in your Lot);
- (d) Common Property services;
- (e) services in the Strata Scheme, whether or not they are for the exclusive use of your Lot;
- (f) any works which affect other lots in the Strata Scheme; or
- (g) Maintenance Plaza Works.

Business Day means a day being Monday to Friday not being a public holiday

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or bank holiday in New South Wales.

Common Property	means the common property in the Strata Scheme.
Council	means Ryde City Council.
Development Act	means the <i>Strata Schemes Development Act 2015</i> (NSW).
Developer	means One Wharf Development Pty Limited ACN 164 783 322 and its successors, assigns, employees, agents and contractors.
Easement for Access	means an easement for access in favour of Council and every person authorised by Council burdening the Common Property and a Lot generally on the terms and conditions set out in by-law 30.
Entrance Door	means the Common Property entrance door to each Lot.
Exclusive Use By-Law	means a by-law granting an Owner exclusive use of and special privileges in respect of Common Property according to division 4, chapter 2 in part 5 of the Management Act.
Executive Committee	means the executive committee of the Owners Corporation established under the Management Act.
Government Agency	means any government, semi or local government, statutory, public or other authority or entity.
Internal Signs	means a sign erected or installed within the internal area of the Lot.
Inter-Tenancy Wall	means the Common Property wall between two Lots.
Lot	means a lot in the Strata Scheme.
Maintenance Plaza Works	means any maintenance, repair or replacement work to be undertaken in the Plaza Area which includes but not limited to any works for the maintenance, repair or replacement of the planters including the plants, trees and soil, pavers, benches,

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lighting, drainage, awning and the Accessible Toilets located in the Plaza Area.

- Management Act** means the *Strata Schemes Management Act 2015*.
- Occupier** means an occupier, lessee or licensee of a Lot.
- Owner** means:
- (a) the owner for the time being of a Lot; and
 - (b) if a Lot is subdivided or re-subdivided, the owner for the time being of the new Lots, and
 - (c) for an Exclusive Use By-Law, the owner(s) of the Lot(s) benefiting from the by-law; and
 - (d) a mortgagee in possession of a Lot.
- Owners Corporation** means the owners corporation constituted on registration of the Strata Scheme.
- Plan** means the plan as shown in the Easement for Access.
- Plant Room** means the area of the Building designated for the plant for use by a Lot in the Residential Component.
- Positive Covenant** means a positive covenant in favour of Council and every person authorised by Council burdening the Common Property and a Lot generally on the terms and conditions set out in by-law 26.
- Public Access Areas** means the footway which is approximately 3 metres wide from the eastern boundary of the Land and the area between them together with the Accessible Toilet located on Meriton Street as shown in the Plan.
- Representative** means a natural person appointed by the Executive Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee.
- Rules** mean Rules made by the Owners Corporation according to by-law 16 (Rules).

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Seating Area	Seating Area means that part of the Common Property adjacent to the Lot shown hatched and identified as 'Exclusive Use Area' on the Plan.
Security Key	has the meaning given in the Strata Management Statement.
Shared Facilities	has the same meaning given in the Strata Management Statement.
Strata Manager	means the manager appointed by the Owners Corporation as its strata managing agent. If there is no Strata Manager, it means the secretary of the Owners Corporation.
Strata Management Statement	means the Strata Management Statement for the building.
Strata Plan	means the Strata Plan No 94776.
Strata Scheme	means the strata scheme created on registration of the Strata Plan.
Substitute Representative	means a natural person appointed by an Owner to represent them for the purpose of these bylaws as a substitute for their Representative.
Tables	means such number of tables and chairs as are approved by the Owners Corporation and if applicable, Council from time to time.
Third Party	may be a person who is not an Owner.
You	is an Owner, Occupier or mortgagee in possession of a Lot.

1.2 Interpretation

In these by-laws headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:

- (a) a reference to these by-laws includes any replacement or variation of them;

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- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and other consolidation, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) words implying a gender include any gender;
- (e) person includes an individual, the estate of an individual (including executors and administrators), an authority, an association or a joint venture (whether incorporated or not), a partnership, successors, substitutes (including persons taking by novation) and assigns;
- (f) a reference to a day means the period of time commencing at midnight and ending 24 hours later and a reference to time is a reference to Sydney time;
- (g) a consent under these by-laws must be given in writing by the relevant party;
- (h) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (i) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment, or annexure to or of these by-laws, and a reference to these by-laws includes all schedules, exhibits, attachments and annexures to it;
- (j) includes in any form is not a word of limitation; and
- (k) the rights, powers and remedies in these by-laws are in addition to those provided by law.

2. About the by-laws

2.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Strata Scheme.

2.2 Who must comply with the by-laws?

- (a) All Owners and Occupiers must comply with the by-laws.
- (b) The Owners Corporation must comply with the by-laws.

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3. Exclusive Use By-Laws

3.1 Purpose of the Exclusive Use By-Laws

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

3.2 Interpreting this by-law

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

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

3.4 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.

3.5 Regular accounts for your costs

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

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

3.6 Repairing damage

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

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3.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by you (or someone acting on your behalf causes) when exercising your rights or complying with your obligations under an Exclusive Use By-Law.

3.8 Additional insurances

In addition to your obligations under by-law 14 (**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.

4. Your Lot

4.1 General obligations

You must:

- (a) comply with the Building Code of Australia in regard to fitting out your Lot or undertaking Building Works;
- (b) keep your Lot clean and tidy and in good repair and condition;
- (c) 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);
- (d) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation; and
- (e) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies.

4.2 Consent from Government Agencies

You must have consent from any Government Agencies to:

- (a) carry out Building Works in your Lot;
- (b) install an intruder alarm with an audible signal; or
- (c) attach or hang an aerial or wires outside your Lot.

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4.3 Cleaning windows

- (a) You must clean the glass in windows and doors of your Lot (even if they are Common Property).
- (b) The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Building. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under this by-law to for the period the Owners Corporation resolves to clean the glass.

4.4 Hours of operation

- (a) You may only use your Lot during the hours approved by Council and any other relevant Government Agency.
- (b) The Owners Corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - (i) that commercial or business activities may be conducted on a lot or common property only during certain times, and
 - (ii) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (c) An Owner or Occupier of a lot must comply with a determination referred to in by-law 4.4(b).
- (d) Any restrictions imposed by the Owners Corporation must not limit any uses that are expressly allowed by Fairfield City Council or any other relevant authority in any relevant development consent.

4.5 Pest control

- (a) You must take all responsible steps at your cost to keep your Lot free of pests and vermin.
- (b) You must notify the Owners Corporation of any infestation of your Lot by pest or vermin.
- (c) The Owners Corporation may require you to have the Lot fumigated or otherwise treated in the event of an infestation of pest or vermin in your Lot.

4.6 Doors and glass

All Entrance Doors, doors and glass (including any hinges, latches, locks and other associated equipment) are the responsibility of the Owners Corporation.

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4.7 Delivery and loading and unloading

You must ensure that no deliveries, loading or unloading associated with the Lot or any business conducted from, in or at the Lot takes place other than in accordance with the terms of the Strata Management Statement.

4.8 Plant Room

You may access the Plant Room and place plant in the Plant Room on the following terms:

- (a) You must not interfere with and must ensure that the installation and operation of any plant will not interfere with the integrity of the building;
- (b) the proposed plant to be installed in the Plant Room must not give rise to the transmission of 'offensive noise' as defined in the *Protection of the Environment Operations Act, 1997* as amended or replaced and must comply with any relevant Government Agencies requirements;
- (c) You are responsible for the operation, cleaning, repair, maintenance and replacement of any plant servicing your Lot;
- (d) if You cause damage to the Plant Room and/or the building, You must make good the Plant Room and/or the building at your Cost in a proper and workmanlike manner and to the satisfaction of the Owners Corporation; and
- (e) You must cause as little inconvenience as is practicable to other Owners and Occupiers.

5. Your behaviour

5.1 What are your general obligations?

You must:

- (a) ensure your visitors do not 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 be a nuisance to the occupier of any Lot in the Strata Scheme;
- (b) not obstruct the legal use of Common Property by any person;
- (c) not do anything or allow your visitors to do anything in the Strata Scheme which is illegal; and
- (d) not do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme.

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

6. Responsibility for others

6.1 Compliance with by-laws

You must:

- (a) make sure your visitors comply with these by-laws; and
- (b) make your visitors leave the Strata Scheme if they do not comply with these by-laws.

6.2 Occupiers to comply

If you lease or licence your Lot, you must make sure that your Occupiers and their visitors comply with the by-laws. You must take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Strata Scheme.

6.3 Prohibited conduct

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

7. Storage

7.1 Your obligations

If your Lot comprises or includes a storage space you must;

- (a) keep that storage space in good repair;

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- (b) keep that storage space in a clean hygienic condition, free of rodents and other infestations;
- (c) not store perishable food items in that storage space;
- (d) not store flammable or dangerous substances in that storage space; and
- (e) at your own expense, comply with all laws about that storage space including requirements of Council, Government Agencies and the Owners Corporation.

8. Use and care of your Lot

8.1 Use of Lots

You may only use your Lot for a lawfully permitted use.

8.2 Care of Lots

You must not without the written consent of the Owners Corporation:

- (a) paint, affix or erect on the exterior of your Lot (including any balcony or internal walls either facing onto Common Property or visible from outside the Strata Scheme) or of the Strata Scheme, any notices, advertisements, signs or other devices; or
- (b) install any equipment which is likely to cause excessive or unbalanced loads on the electrical systems of the Strata Scheme, discharge corrosive liquids or chemicals into the waste plumbing systems or cause any nuisance damage or injury to the Building, or its occupants.

9. Garbage

9.1 General requirements

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.

9.2 Making Rules

The Owners Corporation may make Rules about the storage and removal of garbage from the Building.

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9.3 Requirements for Lots

You must, at your cost:

- (a) arrange for the regular removal of your rubbish from your Lot;
- (b) ensure that rubbish receptacles in your Lot are not visible from outside your Lot; and
- (c) ensure that rubbish receptacles in your Lot are kept clean and do not omit odours.

9.4 Hazardous waste

- (a) You must dispose of any chemical, biological, toxic or other hazardous waste in a manner that complies with any relevant law or Government Agency requirement or regulation applying to the disposal of such waste.
- (b) You must provide adequate number of suitable waste containers on the Lot for the storage of all retail waste generated on the Lot between collections.

10. Carrying out Building Works

10.1 Consent of Owners Corporation and Building Management Committee

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

10.2 Compliance

You must comply with this by-law if you are the Owner or Occupier of the Lot.

10.3 Consent required

You do not need consent from the Owners Corporation under this by-law to fit out your Lot (provided the works will not affect the structure of your Lot or Common Property or, subject to by-law 4, the external appearance of your Lot). However, you must comply with by-laws 10.4 to 10.6 when you carry out the fit out or carry out the Building Works.

10.4 Prior to Building Works

When you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation, the Building Management Committee and Government Agencies;
- (b) find out where service lines and pipes are located;

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- (c) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services or interfere or affect Common Property;
- (d) obtain consent from the Building Management Committee if you proposed to interfere with or interrupt services or interfere with or affect Shared Facilities; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation and the Building Management Committee written notices describing what you propose to do. You must give the notice at least 14 days before you start the Building Works

10.5 Building Work procedures

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation and the Building Management Committee;
- (b) carry out the Building Works in a proper and workmanlike manner and to the reasonable satisfaction of the Owners Corporation and the Building Management Committee;
- (c) repair any damage you (or persons carrying out the Building Works on your behalf) cause to Common Property, Shared Facilities or the property of another Owner or Occupier; and
- (d) minimise any damage, disturbance or nuisance which would affect the use and enjoyment of any other lot in the Building.

10.6 Making arrangements

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

- (a) arrange with the Owners Corporation and the Building Management Committee a suitable time and means by which to access the Building for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation and the Building Management Committee about the time and means by which you must access the Building; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation and the Building Management Committee about the times and means by which they must access the Building.

11. Inter-Tenancy Walls

11.1 Alteration of an Inter-Tenancy Wall

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 adjoining Lot owner;
- (b) it is not a structural wall;
- (c) before you carry out the work, you provide the Owners Corporation and the Building Management Committee with:
 - (i) a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation and the Building Management Committee that the wall is not a structural wall and 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
 - (ii) copies of all approvals from Government Agencies or certifying authority stating that the works to be carried out will comply with all fire regulations;
- (d) before you carry out the work, you have obtained the consent of the Owners Corporation, the Building Management Committee and all necessary consents from Government Agencies to alter or remove an Inter-Tenancy Wall; and
- (e) you comply with the procedures in this by-law.

11.2 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 11.1(c)(i);
- (b) carry out the work in the method approved by the Government Agencies or certifying authority under by-law 11.1(c)(ii);
- (c) if appropriate, comply with the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (d) comply with by-laws 11.4 to 11.6;
- (e) comply with all necessary Government Agencies consents for altering or removing the Inter Tenancy Wall; and
- (f) acknowledge for yourself and future Owners of your Lot that the Owners Corporation or the Building Management Committee does not have to reinstate the Inter-Tenancy Wall.

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12. Licences

12.1 Powers of the Owners Corporation

- (a) In addition to its powers under the Management Act and these by-laws, the Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property.
- (b) The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

12.2 Provision of a licence

Licences the Owners Corporation grants under this by-law may include provisions about:

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

13. Damage to Common Property

13.1 Obligations

Subject to the by-laws, you must:

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

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13.2 Consent from Owners Corporation

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

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

14. Insurance premiums

14.1 Invalidation of insurance

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

14.2 Conditions concerning insurance

If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for increased premium.

15. Security

15.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Strata Scheme;
- (b) prevent fires and other hazards; and
- (c) ensure that the Common Property is secured outside of the retail hours of operation.

15.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power and right (but is not obliged) to:

- (a) install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment; and/or

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- (b) arrange security patrols,
for the security of the Strata Scheme.

15.3 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 parts of the Strata Scheme where you do not own or occupy a Lot or have access to according to an Exclusive Use By-Law.

15.4 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Strata Scheme.

15.5 Fire and security doors

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

16. Rules

16.1 Powers of the Owners Corporation

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

16.2 Changing Rules

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

16.3 What are your obligations?

You must comply with the Rules.

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

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

17. Services provided by the Owners Corporation

17.1 Services

The Owners Corporation has the power to supply services to each Lot including hot and cold water, gas, air conditioning condenser water, telephone, television, internet and other communications.

17.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

17.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law.

18. Consents by the Owners Corporation

18.1 Conditions

The Owners Corporation may make conditions when it gives you consent to do things under these by-laws. You must comply with the conditions.

18.2 Revocation

If you are in breach of the conditions of consent, the Owners Corporation may revoke its consent if this is practicable.

19. Rights of the Owners Corporation

19.1 Owners Corporation rights

The Owners Corporation may do anything in your Lot that you should have done under these by-laws but which you have not done or have not done properly.

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19.2 Written notice

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.

19.3 Recover as debt

The Owners Corporation may recover any money you owe it under these by-laws as a debt which may be noted by the Owners Corporation as an unpaid contribution and included on any statement for the Lot.

19.4 Powers of Owners Corporation

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

19.5 Applications and complaints

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

20. Fire control

20.1 Fire obligations

You may keep flammable material in your Lot if you:

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

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

20.2 Restrictions about fire safety

You must not:

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

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21. Moving and delivering stock, furniture and goods

21.1 Arrangements with Owners Corporation

You must:

- (a) make arrangements with the Owners Corporation at least 48 hours before you move in or out of the Strata Scheme or move furniture or other large articles through Common Property;
- (b) move furniture and goods through the Strata Scheme according to the instructions of the Owners Corporation (acting reasonably); and
- (c) comply with the reasonable requirements of the Owners Corporation about moving furniture and goods through Common Property.

21.2 Rules

The Owners Corporation may make Rules to control the delivery of stock, furniture and goods.

22. Building surrounds

22.1 Cleaning of surrounds

Subject to any Exclusive Use By-Laws, the Owners Corporation must ensure that the surrounds of the Strata Scheme, including pavements and gutters, are kept clean and free of litter at all times. The Owners Corporation will be responsible for the cleaning of the surrounds of the Strata Scheme generally.

22.2 Cleaning by Owners Corporation

If the Owners Corporation undertakes the cleaning of the surrounds of the Strata Scheme, the Owners will be required to contribute towards the cost of the cleaning.

23. Strata Management Statement

23.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting the Strata Scheme and the various components of the Building. It contains requirements (in addition to these By-laws) with which an owner or occupier of a Lot and the Owners Corporation must comply including:

- (a) requirements for use and operation of Shared Facilities; and

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- (b) the apportionment of costs for Shared Facilities; and
- (c) architectural standards and controls, which are generally contained in the Architectural Code in the Strata Management Statement; and
- (d) insurance requirements for you and the Owners Corporation.

23.2 Who must comply with the Strata Management Statement?

All owners or occupiers of a Lot and the Owners Corporation must comply with the Strata Management Statement.

23.3 Copies of the Strata Management Statement

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

23.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Strata Scheme and the various components of the Building. The Owners Corporation is a member of the Building Management Committee. It must, by special resolution according to the Development Act, appoint a Representative to represent and vote for it at meetings of the Building Management Committee.

23.5 Appointing a Representative and Substitute Representative

The Executive Committee may:

- (a) appoint a Representative and Substitute Representative for the Owners Corporation for one or more of the members of the Executive Committee; and
- (b) terminate the appointment of a Representative and Substitute Representative at any time.

23.6 Consents under the Strata Management Statement

Nothing in the By-Laws gives an owner or occupier of a Lot or the Owners Corporation consent to do anything which prohibited or regulated by the Strata Management Statement. A consent under the By-laws does not relieve an owner or occupier of a Lot or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

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23.7 **Inconsistencies between the By-laws and the Strata Management Statement**

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

24. **Illegal use**

24.1 **No Illegal use**

The Owner or Occupier of a lot must not at any time use or allow to be used the lot or the common property for:

- (a) any illegal use; and
- (b) any act or thing which in each case is contrary to the provisions of any law, regulation, ordinance, by-law or town planning scheme from time to time in force.

24.2 **Reputation of One Wharf**

An Owner or Occupier must do anything on the Strata Scheme which would damage the reputation of One Wharf or otherwise bring it into disrepute.

24.3 **Specific uses prohibited**

Despite by-law 24.1 the following will not be permitted:

- (a) smash repairs;
- (b) automotive dismantlers and wreckers;
- (c) heavy manufacturing;
- (d) any use which causes or may cause unreasonable interference to the use and enjoyment of other Lots by reason of emission of noise, vibration, odours, gases, vapours, dust, fumes, soot, ash, waste water, grit, oil or other impurities which are a nuisance, dangerous or prejudicial to health;
- (e) brothels;
- (f) introduction agencies;
- (g) dance schools;
- (h) dance parties;
- (i) slot machine and video game centres;

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- (j) dating agencies;
- (k) entertainment halls;
- (l) reception halls;
- (m) drug referral centres;
- (n) drug shooting gallery;
- (o) needle issuing centres;
- (p) drug counselling centres;
- (q) meeting places for drug and ex-drug users and any other purpose which involves drug use or drug discussion groups (the drug referred to and described in the above sentence are illicit drugs); and
- (r) any other use prohibited by a Government Agency.

25. Noise

An Owner or Occupier must comply with the following operational restrictions:

- (a) subject to the terms of any consent received from Council, retail premises which open onto or gain access from the Common Property are not to open for business prior to 7.00am and are close no later than 10.00pm;
- (b) amplified music is not permitted outside the hours of 9.00am to 6.00pm unless all windows and doors are closed in order to protect the quiet enjoyment of other Owners and Occupiers of the Building;
- (c) no external speakers shall be erected or placed on a the Lot or Common Property or live bands permitted to perform on the Common Property without the written consent of the Owners Corporation and Council;
- (d) the use of the Lot must not cause the emission of "offensive noise" as defined in the *Protection of the Environment Operations Act 1997*; and
- (e) the operation of any plant or machinery on, in or about the Lot must not cause:
 - (i) the emission of noise that exceeds the background noise level by more than 5dBA when measured at the most affected noise sensitive location in the vicinity of the Lot. Modifying factor corrections must be applied for tonal, impulsive, low frequency or intermittent noise in accordance with the New South Wales Industrial Noise Policy (EPA, 2000);
 - (ii) an internal noise level of any adjoining occupancy that exceeds the recommended design sound levels specified in the Australian/New

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Zealand Standard AA/NZS 2107:2000 Acoustics - Recommended design sound levels and reverberation times for building interiors;

- (iii) the transmission of vibration to any place of different occupancy.

26. Public Access

- (a) The Owner and Occupier acknowledges and agree that:
 - (i) the Owner and Occupier is solely responsible for the ongoing maintenance and repair of the Public Access Area and the Owner and Occupier must carry out any maintenance or repair work to the Public Access Area is directed to do so by Council;
 - (ii) must not construct, erect, install or place any buildings or structures, other than structures for the purpose of enhancing public domain areas acceptable to the Council in the Public Access Area; and
 - (iii) the public is permitted to access the Public Access Area.
- (b) The Owner and Occupier must comply with the terms of the Positive Covenant registered or to be registered on the certificate of title for the Common Property of a Lot which will contain the following but not limited to:
 - (i) the Owner and Occupier of the Common Property and a Lot must maintain and repair the Public Access Areas and accessible toilet and carry out any maintenance or repair work to the Public Access Areas and accessible toilet if directed to do so by the Council (acting reasonably);
 - (ii) the Owner and Occupier of the Common Property and a Lot must maintain public liability insurance covering the use of the Public Access Areas and accessible toilet as determined by the Owners Corporation; and
 - (iii) the Owner and Occupier of the Common Property and a Lot must ensure that any rules made by the Owners Corporation relating to the Public Access Areas and accessible toilet are consistent with the terms and conditions of the Positive Covenant.
- (c) The Owner and Occupier must comply with the terms of the Easement for Access registered or to be registered on the certificate of title for the Common Property of a Lot which will contain the following to but not limited to:
 - (i) the Owner and Occupier of the Common Property and a Lot grants a right of footway to Council and every person authorised by Council including any member of the public to go, pass and repass on foot at all times and for all purposes over the Public Access Areas; and

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- (ii) the Owner and Occupier of the Common Property and a Lot grants a right to use the accessible toilet and the access path and corridor to the accessible toilet to Council and every person authorised by Council including any member of the public, provided in the Building as shown on the plan attached as Annexure A to the Easement for Access, at least during the hours of 7.00am to 8.00pm, seven days a week.

27. Grease traps

- (a) Subject to by-law 27(c), the Owner and Occupier has the use and enjoyment of the grease trap and related pipes installed on the Common Property and designed (a) on the Strata Plan in connection with other Lots in the Strata Scheme (**Grease Trap Area**).
- (b) The Owners Corporation must enter into a trade waste agreement with Sydney Water Corporation limited or any other appropriate authority for the use of the Grease Trap Area.
- (c) On request by an Owner and provided there is sufficient capacity to do so as determined by the Owners Corporation, the Owners Corporation must acting reasonably grant the right to use the Grease Trap Area to the Owner and Occupier.
- (d) The Owner and Occupier must ensure that any kitchen exhaust extraction is undertaken so as:
 - (i) to minimise offensive or strong odours emanating from the Lot; and
 - (ii) not to cause any nuisance or undue discomfort to any owner or occupier of the building; and
 - (iii) incorporates the installation of an air pollution system for the reduction of kitchen or cooking odors.
- (e) The Owner acknowledges and agrees that the Owner must pay to the Owners Corporation the Cost to provide to the Owner the use of the Grease Trap Area (including the Cost of any maintenance, repair and replacement of any pipes and equipment in the Grease Trap Area based on the unit entitlement for the Lot over the total unit entitlements for those Lots using the Grease Trap Area.
- (f) If the Owner or Occupier fails to comply with by-law 27(a) or otherwise causes or contributes to any damage or destruction of all or any part of the Grease Trap Area, the Owner and/or Occupier must pay to the Owners Corporation the Cost to repair or replace any part of the Grease Trap Area and any Claims made by third parties as a result of the damage or destruction of the Grease Trap Area.

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28. Kitchen Exhaust

- (a) Subject to by-law 28(c), the Owner and Occupier has the use and enjoyment of the kitchen exhaust and related pipes installed on the Common Property and designed (a) on the Strata Plan in connection with other Lots in the Strata Scheme (**Kitchen Exhaust**).
- (b) On request by an Owner and provided there is sufficient capacity to do so as determined by the Owners Corporation, the Owners Corporation must acting reasonably grant the right to use the Kitchen Exhaust to the Owner and Occupier.
- (c) The Owner and Occupier must ensure that any kitchen exhaust extraction is undertaken so as:
 - (i) to minimise offensive or strong odours emanating from the Lot; and
 - (ii) not to cause any nuisance or undue discomfort to any owner or occupier of the building; and
 - (iii) incorporates the installation of an air pollution system for the reduction of kitchen or cooking odors.
- (d) The Owner acknowledges and agrees that the Owner must pay to the Owners Corporation the Cost to provide to the Owner the use of the Kitchen Exhaust (including the Cost of any maintenance, repair and replacement of any pipes and equipment in the Kitchen Exhaust based on the unit entitlement for the Lot over the total unit entitlements for those Lots using the area of the Kitchen Exhaust.
- (e) If the Owner or Occupier fails to comply with by-law 28(a) or otherwise causes or contributes to any damage or destruction of all or any part of the Kitchen Exhaust, the Owner and/or Occupier must pay to the Owners Corporation the Cost to repair or replace any part of the Kitchen Exhaust and any Claims made by third parties as a result of the damage or destruction of the Kitchen Exhaust.

29. Air conditioning

- (a) Where air conditioning has been installed in a Lot by the Original Owner, the Owner of the Lot owns the Air Conditioning Equipment installed and located on the Lot.
- (b) If the Owner requires the Air Conditioning Equipment to be installed in the Common Property, the Owner must comply with clause 9. If the Owners Corporation consents to the installation of the Air Conditioning in the Common Property, the Owner of the Lot:
 - (i) owns the Air Conditioning Equipment installed and located in the Common Property; and

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- (ii) has a special privilege to connect to the Air Conditioning Equipment on the Common Property and to access his or her own Air Conditioning Equipment via the Common Property for the purposes of maintenance or repair.
- (c) The Owner:
 - (i) must maintain replace or repair the Air Conditioning Equipment and pay all running costs for the Air Conditioning Equipment;
 - (ii) must reimburse the Owners Corporation for maintenance, repair of or replacement of any Air Conditioning Equipment which exclusively services the Lot which may be carried out by the Owners Corporation;
 - (iii) bears the sole responsibility of insuring any Air Conditioning Equipment;
 - (iv) must make prior arrangement with the Executive Committee to gain access to the Air Conditioning Equipment;
 - (v) comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment;
 - (vi) repair damage to Common Property, Shared Services or the property of another owner or occupier of the Building caused or contributed to by the Owner or Occupier or anyone acting through the Owner or Occupier by exercising rights or complying with obligations under this by-law;
 - (vii) indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

30. Notices by email

Where the Owner or Occupier of a Lot has provided the Owners Corporation with prior written consent, any notices may be issued to that Owner or Occupier by the Owners Corporation in accordance with the provisions of the *Electronic Transactions Act 2000*.

31. Exclusive Use - Seating Area

- (a) The Owners Corporation grants to the Owner and Occupier exclusive use of the Seating Area solely for the purpose of placing Tables in the Seating Area for use by the Owner's and Occupiers customers and servicing by the Owner and Occupier.
- (a) For the purpose of this by-law 31:
 - (i) Lot 1 in the Strata Plan has exclusive use of "EU1"; and
 - (ii) Lot 2 in the Strata Plan has exclusive use of "EU2".

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- (b) The Owners and Occupiers must comply with by-laws in relation to the Seating Area which shall include but not be limited to by-law 3.
- (c) The Owners and Occupiers acknowledge and agree that the rights granted under this by-law is subject to the terms and conditions of the Easement for Access and Positive Covenant.
- (d) The Owner and Occupier must:
 - (i) provide and maintain the Tables at the Owner and Occupier's sole expense;
 - (ii) position the Tables in the Seating Area where indicated by the Owners Corporation and the Council from time to time;
 - (iii) clear Tables and maintain cleanliness and tidiness and provide service in the Seating Area;
 - (iv) collect and remove garbage and refuse from the Seating Area; and
 - (v) comply with all laws in relation to the Seating Area including the conducting of any business from the Seating Area and the Lot; and
 - (vi) unless with the consent of all authorities, not permit the sale or consumption of alcoholic beverages in the Seating Area or the Lot.; and
 - (vii) must not obstruct the Easement for Access by placing placards signs, planter boxes or any other structure in, on or around the Seating Area.

32. Visitors parking

- (a) An Owner or Occupier must not park or stand any motor or other vehicle in any parking space designated for use by visitors.
- (b) An Owner or Occupier's visitors is not permitted to park or stand any vehicle in any parking space designated for use by visitors for more than 3 consecutive hours.


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Signing page

Executed by ~~One Wharf Development Pty Limited ACN 164 783 327~~ for and on behalf of **Hilda Chiming Cheong, Joseph Fook Yan Cheong and Windesea Build Pty Limited ACN 087 276 953** by their attorney under power of attorney Book 4660 No 267 in the presence of:

under section 127 of the Corporation Act 2001 (Cth)



Signature of witness

DAVID GOLDMAN
Full Name of witness (print)

LEVEL 6, 50 MARGARET ST, SYDNEY
Address of witness (print)



Signature of witness

DAVID GOLDMAN
Full Name of witness (print)

LEVEL 6, 50 MARGARET ST, SYDNEY
Address of witness (print)

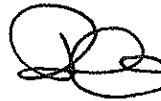


(DIRECTOR)

Signature of attorney

HILDA CHEONG

By executing this document the attorney certifies that he/she has not received notification of the revocation of the power of attorney.



(DIRECTOR/SECRETARY)

Signature of attorney

By executing this document the attorney certifies that he/she has not received notification of the revocation of the power of attorney.

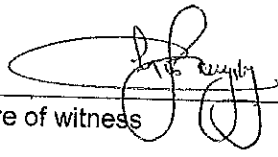
Peter Gribble

Signature of attorney

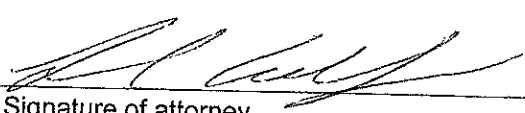
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Signed, sealed and delivered for and on behalf of **Australia and New Zealand Banking Corporation Limited** by its attorney under power of attorney dated registered number NSW BOOK 4376 VOLIO 410 in the presence of:



Signature of witness



Signature of attorney
SARAH GILLESPIE JONES

Charmi Jeyson

Full name of witness (print)

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

242 Pitt Street Sydney, NSW 2000

Address of witness (print)

REGISTERED  2.6.2017