

Approved Form 7	Strata Plan By-laws	Sheet 1 of 74 sheet(s)
Registered:	Office Use Only	Office Use Only

Instrument setting out the details of by-laws to be created upon registration of a strata plan

By-laws for Centrale Stage 1

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1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Acoustic Consultant	means an accredited member of the Association of Australian Acoustical Consultants (or other professional body acceptable to the Owners Corporation).
Acoustic Standard	means an acoustic rating requirement under the Building Code of Australia plus 5 to a minimum of 4 star rating prescribed by the Acoustic Consultants Guideline for Apartment and Townhouse Acoustic Rating (September 2010) or its replacement.
Airconditioning Services	include, without limitation: <ul style="list-style-type: none"> (a) air handling units and equipment, condensors, fan units, cables, conduits, pipes, wires and ducts which are located on Common Property and exclusively service a Lot including, without limitation, by supplying airconditioning, reticulated water or refrigerant for air-conditioning. <p>Airconditioning Services do not include:</p> <ul style="list-style-type: none"> (a) costs for electrical consumption by Lots; or (b) fan units, coils, cables, conduits, pipes, wires, mechanical ventilation and ducts which exclusively service a Lot.
Airconditioning Unit	means an airconditioning unit which exclusively services a Retail Lot and includes cables, conduits, pipes, wires, ducts and any other service that connects the airconditioning unit to a Retail Lot or which is otherwise for the exclusive use of a Retail Lot.
Apartment	means each of strata lots 1 to 196 in Centrale Stage 1 and includes any car space or storage space forming part of a lot.
Architectural Code	means the architectural code for Centrale Stage 1 in Schedule 2.
Balcony	means an external balcony, wintergarden or courtyard in an Apartment as shown on the strata plan for Centrale Stage 1.

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Term	Definition
Building Manager	means the building manager or facilities manager appointed by the Owners Corporation according to by-law 20
Building Works	<p>means works, alterations, additions, damage, removal, repairs or replacement of:</p> <ul style="list-style-type: none"> (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Apartment or Retail Lot. Common Property walls include windows and doors in those walls; or (b) the structure of your Apartment or Retail Lot; or (c) the internal walls inside your Apartment or Retail Lot (e.g. a wall dividing two rooms in your Apartment or Retail Lot); or (d) aerial or wires outside your Apartment or Centrale Stage 1; (e) landscape works including stairs, lighting and soft landscaping; (f) Common Property services; or (g) services in Centrale Stage 1, whether or not they are for the exclusive use of your Apartment. <p>Building Works exclude minor fit out works inside an Apartment or Retail Lot and minor works or alterations to the interior of Common Property walls in an Apartment (e.g. hanging pictures or attaching items to those walls).</p>
Car Share Bays	means the Common Property car share bays located in the ground floor level car park.
Carwash Bay	means the Common Property carwash bay located in the ground floor level car park.
Centrale Precinct	means the mixed use development known as 'Centrale' which is proposed to be developed on in accordance with the Development Approvals.
Centrale Stage 1	means strata scheme no. SP 95822.
Common Property	means Common Property in Centrale Stage 1 and personal property of the Owners Corporation.
Common Property Rights By-Law	means by-laws granting Owners exclusive use and special privileges of Common Property according to division 3 in part 6 of the Management Act.

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Term	Definition
Common Property Works	means any works which affect Common Property (and which are not Fitout Works).
Council	means City of Ryde Council and its successors.
Developer	means Australand North Ryde Dev Pty Limited ACN 169 450 079 and its successors and assigns.
Development Act	means the <i>Strata Schemes Development Act 2015</i> (NSW).
Development Approvals	means: <ul style="list-style-type: none"> (a) LDA2014/0517 dated 7 October 2015; (b) LDA2016/0502 dated 17 November 2016; and (c) any other development approvals (and modifications of them) which apply (or may apply) to Centrale Stage 1 and the Centrale Precinct generally.
Dispute	means any dispute between the Owners Corporation, Owners or Occupiers about any matter arising under these by-laws.
Dispute Notice	means a written notice of a Dispute given by a party to a Dispute according to clause 27.3.
Easement Land	means that part of the Centrale Precinct which is subject to an easement in favour of any Rail Agency, and the site of any substitute easement in favour of Rail Agency granted over the Centrale Precinct.
EP & A Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Exhaust Vent	has the meaning given to this term in by-law 28.2.
External Appearance	means the appearance of any external surface of a Lot or Common Property which is visible from outside the Lot or Common Property.
External Appearance Works	means any works which affect the External Appearance and which are not Fit out Works.
Fit out Works	means all works to fit out and equip a Retail Lot.
Garbage Room	means the Common Property garbage room(s) and chutes located on each floor and in the ground level carpark. It includes all bulk garbage bins, compactor, hot and cold water assembly, roller shutter, ventilation and associated equipment.
Government Agency	means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal,

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Term	Definition
	agency or entity or state owned corporation and includes the Council.
Grease Trap	means the Common Property grease trap which services (or may service) Lot 197. The Grease Trap includes all Common Property pipes, ducts, vents and other services and equipment associated with the use, operation, maintenance, repair and pump out of the Grease Trap.
Hard Flooring	means timber, engineered timber, laminate, other composite material, floating stone and tiled floors and includes any floor covering having a solid surface not affixed to the concrete slab.
Internal Pipe Work	means any pipe work or wiring that only services one Lot, whether located on the Common Property or internal wall of a Lot.
Lot	means an Apartment or a Retail Lot.
Maintenance Plan	means a plan setting out how the Sensitive Facilities must be maintained, and which includes the following minimum details: <ul style="list-style-type: none"> (a) details of each Sensitive Facility to be maintained; (b) schedule of inspection and maintenance activities for each Sensitive Facility; (c) details of any special access requirements required for each Sensitive Facility; and (d) any other details required by the Rail Agencies.
Maintenance Works	means the works required to maintain existing Structures in the Centrale Precinct pursuant to a Maintenance Plan.
Management Act	means the <i>Strata Schemes Management Act 2015</i> (NSW).
Occupier	means the occupier, lessee, licensee or person in lawful occupation of a Lot.
On-Site Residential Property Manager	means a person who: <ul style="list-style-type: none"> (a) carries on business as an agent for giving possession of residential premises under a lease, licence or other contract; or (b) carries on business as an agent for collecting bonds, deposits, rents, fees or other charges in connection with any such lease, licence or other contract,

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Term	Definition
	in accordance with the <i>Property, Stock and Business Agents Act 2002 No 66</i> (NSW).
Outdoor Seating Area	means that part of the Common Property which is external and shown on the plan attached in Schedule 3.
Owner	means: <ul style="list-style-type: none"> (a) the owner of a Lot; and (b) for a Common Property Rights By-Law; the owner(s) of the Lot(s) benefiting from the by-law; and (c) a mortgagee in possession of a Lot.
Owners Corporation	means The Owners – Strata Plan No. SP 95822.
Rail Agencies	means each of RailCorp and Sydney Trains.
Rail Corridor	means: <ul style="list-style-type: none"> (a) all that land comprised in Lots 1 to 3 in DP1131774; (b) the Easement Land; and (c) any other land in which the Rail Agencies have an interest in connection with the operation of the Railway, whether or not adjacent to the Centrale Precinct.
Rail Infrastructure Facilities	has the same meaning as in the <i>Transport Administration Act 1988</i> (NSW) (as amended by the <i>Transport Administration Amendment (Rail Agencies) Act 2003</i> (NSW)) and includes 'rail infrastructure' as that term is defined in the <i>Rail Safety (Adoption of National Law) Act 2012</i> (NSW).
RailCorp	means Rail Corporation New South Wales ACN 325 778 353.
Railway	means the guided system for transportation of passengers or freight or both (whether or not passengers, freight or both are being transported) on a railway track within the Rail Corridor.
Retail Garbage Room	means the garbage and recycling storage enclosure area referred to in by-law 9.2(a).
Retail Lot	means lot 197 in Centrale Stage 1.
Retail Signage Code	means the code which regulates the type, location and erection of signs by the Owners and Occupiers of Retail Lots and on Common Property in Centrale Stage 1. The Retail Signage Code is Schedule 1 of these by-laws.

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Term	Definition
Rules	mean rules made by the Owners Corporation in accordance with the by-law 30.
Security Keys	means a key, magnetic card or other device or information used in Centrale Stage 1 to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.
Sensitive Facilities	means any Structure resulting from any Sensitive Works: (a) within, under or over the Rail Corridor; or (b) within 25 metres of the Rail Infrastructure Facilities.
Sensitive Works	means any works in relation to the Centrale Precinct which are: (a) located at or below ground surface level; (b) within 25 metres of the Rail Infrastructure Facilities; or (c) likely to transfer any load or bearing to a location (whether or not in connection with any Structure) within, or within 25 metres of, any Rail Infrastructure Facility or the Rail Corridor.
Strata Committee	means the strata committee of the Owners Corporation.
Strata Manager	means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.
Structure	means any construction element (whether internal or external and whether above or below the ground surface level) including piles, foundations (including any part of the ground that provides support), rock pillars, transfer structures, basement walls, slabs, columns and beams, cut rock faces, rock bolts, rock anchors, ground anchors and ties.
Sydney Trains	means Sydney Trains ACN 284 779 682.
Tower A	means the building in Centrale Precinct known as 11 Delhi Road, North Ryde NSW 2113.
Tower B	means the building in Centrale Precinct known as 9 Delhi Road, North Ryde NSW 2113.
Visitor Parking	means basement parking identified by signage as visitor parking.

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1.2 Reference to certain terms

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

- (a) words that this by-law 1 does not explain have the same meaning as they do in the Management Act;
- (b) the word 'you' means an Owner or Occupier;
- (c) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for Centrale Stage 1;
- (d) a document (including the by-laws) includes any amendment, addition or replacement of it;
- (e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (f) the word 'person' includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;
- (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) the singular includes the plural and vice versa; and
- (i) 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.

1.3 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.

1.4 Severability

If the whole or any part or 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.

1.5 Discretion in exercising rights

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

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1.6 Partial exercise of rights

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

1.7 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.

2 About the by-laws

2.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of Centrale Stage 1. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot in Centrale Stage 1.

2.2 Who must comply with the by-laws?

Owners, Occupiers and the Owners Corporation must comply with the by-laws.

2.3 Types of Lots

Centrale Stage 1 contains a mix of residential and retail uses. To ensure the rights and interests of the Owners and Occupiers of each type of lot are protected, some by-laws make specific provisions for Apartments or Retail Lots.

2.4 Strata Committee

The Strata Committee may make any decision required to be made by the Owners Corporation under the by-laws except for:

- (a) a decision that is required by or under any law to be made by the Owners Corporation by unanimous resolution or special resolution or in general matter; or
- (b) a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting.

3 Common property rights by-laws

3.1 Purpose of Common Property Rights By-Laws

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

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3.2 Interpreting this by-law

In this by-law 3, 'you' means an Owner who has the benefit of a Common Property Rights By-Law.

3.3 How to change a Common Property Rights By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and
- (b) amend or cancel this by-law 3 only with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law.

3.4 Occupiers may exercise rights

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

3.5 Regular accounts for your costs

If you are required under a Common Property Rights 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 capital works 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 that you (or someone acting on your behalf) cause to the Common Property or the property of another Owner when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

3.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights and complying with your obligations under any Common Property Rights By-Law.

3.8 Additional insurances

In addition to your obligations under by-law 22, you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

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3.9 Access to exclusive use areas

You must give the Owners Corporation access to the exclusive use or special privilege area to allow the Owners Corporation to exercise its rights and comply with its obligations under the Management Act and the by-laws. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

4 Your behaviour and responsibility for others

4.1 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 another Lot or Common Property by another Owner or Occupier;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while you are:
 - (i) on Common Property or allow smoke from them to enter Common Property or Balconies; or
 - (ii) in your Lot where the smoke drifts into another Lot or where the smoke causes a nuisance or hazard or otherwise interferes unreasonably with the use and enjoyment of a Lot by another Owner or Occupier;
- (d) obstruct the legal use of Common Property by any person;
- (e) do anything in Centrale Stage 1 which is illegal;
- (f) do anything which might damage the good reputation of the Owners Corporation or Centrale Stage 1; or
- (g) make changes to the Common Property otherwise than in accordance with the Architectural Code.

4.2 Complying with the law

- (a) You must comply on time and at your cost with all laws relating to:
 - (i) your Lot;
 - (ii) the use of your Lot; and
 - (iii) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

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- (b) 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.

4.3 Erecting signs

- (a) Owners of Apartments and the Owners Corporation are not permitted to erect any signs in and around Centrale Stage 1. This includes 'For Sale' and 'For Lease' signs.
- (b) Notwithstanding clause 4.3(a):
 - (i) while the Developer is an Owner, the Developer may erect and display 'For Sale' or 'For Lease' signs in or around Centrale Stage 1 and on Common Property without consent from the Owners Corporation; and
 - (ii) the On-Site Residential Property Manager may erect and display 'For Sale' or 'For Lease' signs in or around Centrale Stage 1 without consent from the Owners Corporation.
- (c) See by-law 11 for information about erecting signs in the Retail Lots.

4.4 Fire control

You must:

- (a) comply with laws about fire control;
- (b) obtain approval from the Owners Corporation if you change or add a lock on the entry door to your Apartment or Retail Lot;
- (c) not keep flammable materials on Common Property or in your car space or any storage space;
- (d) not interfere with fire safety equipment; and
- (e) not obstruct fire stairs or fire escapes.

4.5 Goods not to be stored on Common Property

At all times, Common Property must be kept clear of goods and must not be used for storage purposes (other than in designated areas).

4.6 No parking on Common Property

You must not park or stand a vehicle on Common Property.

4.7 Visitor parking

- (a) You may allow your visitors to park in the Visitor Parking provided your visitors park there on a casual basis.

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- (b) You must not park in the Visitor Parking.
- (c) You must not allow your visitors to park in the Visitor Parking which is designated as disabled parking unless your visitor holds a mobility parking scheme permit issued by a Government Agency.
- (d) The Owners Corporation can:
 - (i) set and enforce reasonable rules for the use of Visitor Parking, including but not limited to rules about time limits;
 - (ii) if the rules set in accordance with by-law 4.7(d)(i) are not adhered to, have vehicles towed at the expense of the Owner or Occupier who is responsible for the vehicle (provided the Owners Corporation is legally entitled to do so); and
 - (iii) do whatever is reasonably necessary to regulate the use of Visitor Parking.
- (e) The Retail Lot Owner must not allow their employees, customers and invitees to park in the Visitor Parking.

4.8 Safety measures

The Owners Corporation may install car park safety measures such as bollards, signage and mirrors to control and ensure safe egress through the car park. All safety measures installed must comply with the relevant Government Agency standards.

4.9 You are responsible for others

- (a) You must:
 - (i) take all reasonable actions to ensure your visitors comply with the by-laws;
 - (ii) make your visitors leave Centrale Stage 1 if they do not comply with the by-laws;
 - (iii) take reasonable care about who you invite into Centrale Stage 1; and
 - (iv) accompany your visitors at all times, except when they are entering or leaving Centrale Stage 1.
- (b) You must not allow another person to do anything which you cannot do under the by-laws.
- (c) You are liable to the Owners Corporation for any loss or damage caused or contributed to by your visitors.

4.10 Requirements if you lease or licence your Apartment

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;

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- (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 Centrale Stage 1.
- (d) You are liable to the Owners Corporation for any loss or damage caused or contributed to by your tenant or licensee.

4.11 False fire alarms

If any act or omission by you (or any person in the building at your invitation) results in the activation of a fire alarm in the absence of a fire, you must pay or reimburse the Owners Corporation for all costs, fees or charges the Owners Corporation incurs (as a liquidated sum payable on demand) resulting from activation of the alarm. The costs include the attendance of the fire brigade or other emergency services.

5 What are your obligations for your Lot?

5.1 General obligations

You must:

- (a) keep your Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your Lot (whether or not you made the installation or alteration);
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 22 for important information about increasing and paying for insurance premiums; and
- (d) at your expense, comply with all laws relating to your Lot and requirements of Government Agencies.

5.2 Use of your Lot

- (a) You must use your Apartment for residential purposes only.
- (b) You must use your Retail Lot for commercial or retail purposes only.

5.3 When will you need consent from the Owners Corporation?

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

- (a) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of Centrale Stage 1; or
- (b) store anything in your car space (other than a vehicle).

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5.4 Obligations when cooking in Apartment

You must keep the front door of your Apartment closed whilst cooking to prevent any odours or smoke emitted whilst cooking from entering the Common Property corridors.

5.5 Balcony of your Apartment

- (a) You must ensure that any landscaping and outdoor furniture kept on the Balcony of your Apartment is:
- (i) safely secured against wind and other adverse weather events;
 - (ii) not placed in a position that compromises safety (including placing objects on top of common walls or railings such that they may fall, or placing climbable objects next to railings);
 - (iii) of a high quality and finish, commensurate with the quality of Centrale Stage 1 and is in keeping with the appearance of Centrale Stage 1; and
 - (iv) kept in a good condition, maintained and does not detract from the appearance of your Apartment or Centrale Stage 1.
- (b) You must have consent from the Owners Corporation to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other item to the Balcony of your Apartment.
- (c) You must have the consent of the Owners Corporation to repaint the Balcony of your Apartment.
- (d) Consent will not be provided by the Owners Corporation to repaint the Balcony of your Apartment in a colour which differs from the rest of Centrale Stage 1.
- (e) You must only undertake an action under this by-law 5.5 if it is safe to do so.

5.6 Floor coverings

- (a) You must stop the transmission of noise which might unreasonably disturb another Owner or Occupier by keeping the floors in your Lot covered or treated and obtaining the consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment.
- (b) If at the date of registration of Centrale Stage 1, the floors in your Lot are covered with Hard Flooring then you are responsible (at your cost) for cleaning, maintaining, repairing and where necessary, replacing those floor coverings and not the Owners Corporation.
- (c) Subject to by-law 5.6(e), you may at any time install Hard Flooring in your Lot.
- (d) If you install Hard Flooring in accordance with by-law 5.6(c):
- (i) you are responsible (at your cost) for cleaning, maintaining, repairing and where necessary, replacing those floor coverings and not the Owners Corporation;

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- (ii) you must ensure that the Hard Flooring is insured in accordance with by-law 22.3;
 - (iii) the installation of Hard Flooring must meet the Acoustic Standard for sound transmission requirements;
 - (iv) at least 7 days prior to installation of Hard Flooring to your Lot, you must provide the Owners Corporation with notice of the proposed installation (in the form required by the Owners Corporation) and the design and specification details for the Hard Flooring obtained from an Acoustic Consultant;
 - (v) within 30 days of installing Hard Flooring to your Lot, you must provide evidence of compliance with this by-law 5.6 in a form satisfactory to the Owners Corporation and a certificate from an Acoustic Consultant certifying that the floor installed within the Lot has been tested and complies with the Acoustic Standard.
- (e) If you fail to comply with by-law 5.6(d) within three months of installing Hard Flooring, you must remove the Hard Flooring and reinstate the floor coverings in place prior to the installation.

5.7 Window treatments

You must have consent from the Owners Corporation to place solar film or similar treatments on the internal or external surfaces of glass windows and doors in your Lot.

5.8 Window coverings

You:

- (a) may install curtains, blinds, louvres, shutters or other window and door treatments on or in your Apartment provided they have an appearance from outside the Apartment which is white or off-white (white curtain linings or sheers are an acceptable method of achieving this); and
- (b) must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvres, shutters, flyscreens and window and door treatments other than those specified in by-law 5.8(a).

5.9 Sun shades

You must have consent from the Owners Corporation to install a sun shade, sun blind, awning or other sun shading device in your Apartment, Retail Lot or on Common Property.

5.10 Cleaning windows

Subject to by-law 5.11, 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.

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5.11 Rights of the Owners Corporation to clean windows

- (a) The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Centrale Stage 1. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under by-law 5.10 for the period the Owners Corporation resolves to clean the glass.
- (b) If your Apartment has a balcony which is open to the air, then you will need to follow the directions of the Building Manager during the cleaning process which will include for safety not accessing your balcony during the cleaning period.

5.12 Drying your laundry

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

5.13 Storage

- (a) If your Lot contains a storage space (located in the carpark of Centrale Stage 1), you may use the storage area for the storage of household and similar goods. You must not use the storage area for parking a vehicle or trailer or as a habitable space.
- (b) You are responsible for securing your storage space at all times.
- (c) You must not store anything which is flammable, toxic, combustible, volatile, dangerous, perishable, food related or other items prohibited by law.
- (d) You acknowledge that there may be water present in the car park in which the storage space is located, and agree that you will not store property that is subject to damage by moisture in the car park.
- (e) You must not store any property within 500mm of any fire sprinkler head.
- (f) You acknowledge that you use the storage space at your own risk.
- (g) You indemnify and release the Owners Corporation from any liability to any person or property in any way connected with your use of the storage space.

5.14 Car space

- (a) If your Lot contains a car space, you must not store anything in the car space other than a vehicle (unless you obtain prior written consent of the Owners Corporation). For the avoidance of doubt, you are not permitted to store any boxes, furniture or other household items in your car space.
- (b) You must keep your car space free from any rubbish or spills (including oil or grease). If your car leaks oil or grease, then you must immediately clean the affected area (including any Common Property). If you fail to clean the affected area, the Owners Corporation may clean the affected area and recover the costs from you.

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5.15 Security devices, screens and doors

You must obtain consent from the Owners Corporation before you vary, change or remove any security device, security screen or security door installed in your Lot.

5.16 Barbecues

- (a) Subject to by-laws 5.16(b) and 5.16(c), you may store and operate a barbeque on the Balcony of your Apartment (but not in any wintergarden component of your Apartment) provided:
- (i) it is safely secured against wind and other adverse weather events;
 - (ii) it is a covered gas portable barbeque fitted with a gas cylinder of a maximum capacity of 4.5kg or electric portable barbeque. Solid fuel barbeques are prohibited;
 - (iii) the barbeque does not produce smoke, odours or noise which interfere unreasonably with another Owner or Occupier; and
 - (iv) you do not allow the food to burn or emit smoke whilst cooking.
- (b) When your balcony is a wintergarden (whether in whole or in part) you must not store or operate a barbeque in that wintergarden component.
- (c) You may only operate a barbecue between the hours of 7.00am and 10.00pm unless otherwise approved by the Owners Corporation.

5.17 Internet and phone infrastructure

- (a) A box containing NBN infrastructure (being the equipment necessary for the provision of internet and phone services to your Lot) is located in a cupboard in your Lot.
- (b) You are responsible for any damage that you cause to the NBN infrastructure in your Lot.
- (c) You should contact your preferred provider to arrange connection to the NBN infrastructure for internet and phone services to your Lot and for any subsequent troubleshooting or maintenance queries.

5.18 Water heating

- (a) This is an exclusive use and special privilege by-law.
- (b) Centrale Stage 1 has a central gas fired water heater for heating water in Centrale Stage 1 ("**Central Water Heater**") which is part of the hot water system servicing the building ("**Hot Water System**"). The consumption of the gas used to heat the water supplied to each Apartment is individually metered. Each Owner must pay for the gas used to heat the water supplied to the Owner's Apartment according to the invoices each Owner will

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receive from the gas supplier. The Owners Corporation pays for the water used in the Central Water Heater.

- (c) Each Owner has exclusive use of that part of the Hot Water System exclusively servicing its Apartment and the special privilege to draw hot water from the Central Water Heater so long as the Owner pays to the supplier its share of the gas supply to the Central Water Heater as determined under by-law 5.18(d).
- (d) Unless the Strata Committee decides otherwise, consumption of gas for hot water supplied by the Central Water Heater must be as follows:
 - (i) the cost of gas supply is to be apportioned to each Owner by reference to its metered proportional consumption of hot water;
 - (ii) the proportion of the cost of gas supply attributable to hot water not consumed by Owners (such as hot water consumed in the Common Property and general wastage) will not be charged to individual Owners but must be paid out of the administrative fund;
 - (iii) subject to clause 5.18(i), other costs of the water heating service such as maintenance and repair are not included in the charge made to Owners and must be paid out of the administrative fund; and
 - (iv) the cost of replacement or upgrade of the Central Water Heater and the Hot Water System is not included in the charges made to Owners but forms part of the funds provided for by capital works fund levies.
- (e) Owners must pay the charges made by the Owners Corporation under this by-law 5.18 in accordance with the terms set by the Strata Committee from time to time. Interest must be paid on late payment of charges at the same rate as interest on unpaid levies but may be waived by the Strata Committee.
- (f) The Strata Committee may include the following terms as part of its terms of supply:
 - (i) it may require a bond or security deposit to act as security for payment of charges under this by-law 5.18; and
 - (ii) the Strata Committee may disconnect an Owner's hot water supply if a charge or interest are not paid within a reasonable time.
- (g) The Owners Corporation continues to be responsible for the repair and maintenance of that part of the Central Water Heater and Hot Water System which is not for the exclusive use of an Apartment.
- (h) Owners may not install their own water heating service in their Apartment without the Strata Committee's consent.
- (i) If the Owners Corporation decides to charge for the water supplied to each Apartment from the Central Water Heater, and installs the necessary meters to do so, the Owners

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Corporation may charge for water in the same manner in which consumption of gas is charged under this by-law.

5.19 Rights of the Owners Corporation to enter your Lot

In addition to its rights under by-law 25, the Owners Corporation and contractors engaged by the Owners Corporation have the right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

5.20 Damage or destruction

- (a) If any part of the Common Property is partially destroyed or damaged, the Owners Corporation must as soon as reasonably practicable:
 - (i) obtain, at its cost, all necessary Approvals; and
 - (ii) repair, replace and make good the whole of the destroyed or damaged part of the Common Property to no less a condition than the condition in which it was immediately before the damage or destruction.
- (b) The Owners Corporation is not responsible for repairing, replacing or making good any damage or destruction caused to a Lot. The Owner of the Lot is responsible for the repair, replacement and making good of their Lot including all costs.

6 Keeping an animal

6.1 No animals in Retail Lots

If you are an Owner or Occupier of a Retail Lot, you must not bring an animal into Centrale Stage 1 unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and you need the dog or other animal because of a visual disability, a hearing disability or any other disability.

6.2 What animals may you keep in your Apartment?

- (a) Subject to this by-law, you may keep the following in your Apartment:
 - (i) goldfish or other similar fish in an indoor aquarium;
 - (ii) one domestic cat or small size dog;
 - (iii) canaries, budgerigars or similar birds kept indoors at all times; and
 - (iv) 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.
- (b) You must obtain the prior consent of the Owners Corporation to keep any other animal.

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6.3 Your visitors

You must not allow a visitor to bring an animal into Centrale Stage 1 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.

6.4 When will the Owners Corporation refuse consent?

The Owners Corporation will not give you consent to keep:

- (a) a medium or large size dog that exceeds 12 kilograms in weight when fully grown;
- (b) a dog that is vicious, aggressive, noisy or difficult to control;
- (c) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (d) a dangerous dog as defined under the *Companion Animals Act 1998* (NSW).

6.5 Controlling your animal

You must ensure that any animal you are allowed to keep under this by-law 6 does not wander onto another Apartment or Common Property. If it is necessary to take your animal onto Common Property (e.g. to transport it out of Centrale Stage 1), you must restrain it (e.g. by leash or pet cage) and control it at all times.

6.6 Conditions for keeping an animal

A condition which automatically applies if you keep an animal under this by-law 6 is that the Owners Corporation has the right at any time to order you to remove your animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you do not comply with your obligations under this by-law 6;
- (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).

6.7 Other conditions

- (a) You must register any dog or cat that you keep with the Owners Corporation and provide any details that the Owners Corporation reasonably requires, including a photo, name, breed, age, sex, Council registration and vaccination records of the animal.

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- (b) The Owners Corporation may make other conditions if it gives you consent to keep an animal according to this by-law 6.

6.8 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
- (b) to clean up after your animal.

7 Moving in and furniture deliveries and removals

7.1 General requirements

You must make arrangements with the Building Manager at least 48 hours before you move in or out of Centrale Stage 1 or move large articles (e.g. furniture) through Common Property.

7.2 What are your obligations?

- (a) When you take deliveries or move furniture or goods through Centrale Stage 1 (including the delivery of stock or goods), you must:
 - (i) comply with the reasonable requirements of the Owners Corporation, including the requirement to pay a bond or fee and fit an apron cover to any Common Property lift;
 - (ii) repair any damage you (or the person making the delivery) cause to Common Property; and
 - (iii) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of Common Property.
- (b) An Owner or Occupier of a Lot may only take delivery of furniture (or any other large items) between:
 - (i) 7.00 am and 5.00 pm Mondays to Fridays; and
 - (ii) 9.00 am and 5.00 pm on Saturdays.

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8 How to dispose of your garbage

8.1 General requirements

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

- (a) on Common Property (other than in the Garbage Room);
- (b) in an area of your Lot which is visible from the outside of your Lot; or
- (c) in the carspace or storage space of your Lot.

8.2 What are your obligations?

You must:

- (a) transport to and dispose of your garbage in the garbage chute or Garbage Room which is closest to your Apartment;
- (b) transport to and store your recyclable materials in Garbage Room which is closest to your Apartment;
- (c) drain and securely wrap your garbage before you place them in the chute or Garbage Room which is closest to your Apartment;
- (d) recycle your garbage and recyclable materials according to instructions from your Owners Corporation and Government Agencies;
- (e) drain and clean bottles and other recyclable items (and ensure that they are not broken) before you place them in the Garbage Room;
- (f) contact the Building Manager to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles which Council will not remove as part of its normal garbage storage and removal service.

8.3 Cleaning up spills

If you spill garbage or other rubbish on Common Property, you must immediately remove the garbage or rubbish and clean the affected area.

8.4 Obligations of the Owners Corporation

The Owners Corporation must:

- (a) provide or ensure provision of a sufficient number of garbage and recycling receptacles in the Garbage Room for the storage of household garbage and recyclable materials;
- (b) maintain, repair and clean the Garbage Room;

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- (c) maintain, repair and clean the garbage receptacles located in the garbage rooms in Centrale Stage 1;
- (d) arrange for the regular removal of garbage from the Garbage Room unless this service is provided by Council; and
- (e) arrange for the regular removal of garbage and recyclable materials, liquids or other articles which Council will not remove as part of its normal garbage collection services (at the relevant owner or Occupiers cost).

9 Retail Lots garbage storage and removal

9.1 What are your obligations?

Owners and Occupiers of Retail Lots must:

- (a) transport to and dispose of garbage in the relevant Retail Garbage Room;
- (b) transport to and store recyclable materials in the relevant Retail Garbage Room;
- (c) drain and securely wrap garbage before it is placed in the relevant Retail Garbage Room;
- (d) recycle their garbage and recyclable materials according to instructions from the Owners Corporation and Government Agencies;
- (e) drain and clean bottles and other recyclable items (and ensure that they are not broken) before they are placed in the Garbage Room;
- (f) contact the Building Manager to remove (at the Retail Lot Owner's cost) their large articles of garbage, recyclable materials, liquids or other articles which Council will not remove as part of its normal garbage storage and removal service.

9.2 Obligations of Owners and Occupiers of Retail Lots

In addition to the obligations contained in by-law 9.1 Owners and Occupiers of Retail Lots must, at their cost:

- (a) make provision for their own garbage and recycling storage enclosure by installing and retaining a fully enclosed garbage storage room wholly within their Lot (not on Common Property);
- (b) comply with all requirements of the Owners Corporation and Government Agencies for the installation of the garbage storage room wholly within their Lot (including ventilation and enclosures for storage of putrescibles);
- (c) transport to and store their garbage and recyclable materials in the garbage room located wholly within their Lot;

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- (d) maintain, repair and clean the garbage receptacles and recyclable receptacles located in their Lot;
- (e) arrange for the regular removal of their garbage and recyclable materials from their Lot and Centrale Stage 1; and
- (f) if necessary, transport their garbage and recyclable receptacles from their Lot to the street for collection and removal and return the receptacles within 12 hours of collection;
- (g) ensure that the collection and removal of all garbage and recyclable materials from their Lot only occurs between the hours of 8.00am to 5.00pm Mondays to Fridays (excluding any public holidays);
- (h) ensure that all waste is stored and disposed of in an environmentally acceptable manner; and
- (i) before discharging any trade wastewater to the sewerage system, contact Sydney Water Corporation to determine whether a Trade Waste Permit is required.

9.3 Alterations to the retail garbage rooms

The Owners Corporation or a Government Agency may require you to make alterations to or installations in the retail garbage rooms in Centrale Stage 1 (e.g. install an enclosure for your garbage receptacles if the use of your Lot produces putrescibles). You must, at your cost:

- (a) comply with those requirements; and
- (b) maintain, repair and, where necessary, replace any alterations or installations under this by-law 9 which services your Lot (whether or not you made them).

10 Use of Retail Lots

10.1 Hours of operation for the Retail Lots

If you are the Owner or Occupier of a Retail Lot, you may use your Retail Lot for commercial or retail purposes only during the following hours:

- (a) Monday to Saturday: 6.00am to 10.00pm; and
- (b) Sunday and Public Holidays: 8.00am to 10.00pm.

10.2 Approval for use of Retail Lot

The Owners Corporation must consent to the lodgement of an application to a Government Agency (as owner for the purpose of the *Environmental Planning and Assessment Act 1979* (NSW)) for a particular use, or for specified hours, if requested by an Owner or an Occupier of a Retail Lot.

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10.3 Registration of food premises

If the Retail Lot is to be used as a food premises, the operator must register the Retail Lot with Council's Environmental Health Unit before trading commences.

10.4 Emissions not to cause a nuisance or danger to health

The use of the Retail Lot, including any plant or equipment installed on the Retail Lot, must not cause the emission of smoke, soot, dust, solid particles, gases, fumes, vapours, mists, odours or other air impurities that are a nuisance or danger to health. Any discharge to the atmosphere from the premises must comply with the requirements of the *Protection of the Environment Operations (Clean Air) Regulation 2010* (NSW).

10.5 Offensive noise

The use of the Retail Lot must not cause the emission of 'offensive noise' as defined in the *Protection of the Environment Operations Act 1997*.

10.6 Plant and machinery noise

The operation of any plant and machinery installed on the Retail Lot must not cause:

- (a) 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;
- (b) an internal noise level in any adjoining occupancy that exceeds the recommended design sound levels specified in Australian/New Zealand Standard AS/NZS 2107:2000 *Acoustics – Recommended design sound levels and reverberation times for building interiors*; or
- (c) the transmission of vibration to any place of different occupancy.

10.7 Clean water only to stormwater system

Only clean, unpolluted water is permitted to enter Council's stormwater drainage system.

10.8 Duty to Notify

Pollution incidents causing or threatening harm to the environment must be reported immediately to all relevant authorities in accordance with section 148 of the *Protection of the Environment Operations Act 1997* (NSW).

10.9 Amending this by-law

The Owners Corporation may amend this by-law 10 only:

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

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11 Erecting Signs in Retail Lots

11.1 Retail Signage Code

- (a) The Retail Signage Code regulates the erection of signs by the Owners and Occupiers of Retail Lots in their Lot and on Common Property. The Retail Signage Code is set out in Schedule 1 to these by-laws and is attached as if it was fully set out in this by-law 11.
- (b) The rights and obligations set out in the Retail Signage Code are deemed to be incorporated in this by-law 11.

11.2 Compliance with Retail Signage Code

If you are the Owner or Occupier of a Retail Lot and you propose to place, install, fit, change remove or erect a sign:

- (a) in your Retail Lot (including the inside of any windows in your Retail Lot); or
- (b) on Common Property (if you are entitled to do so under and Exclusive Use By-law or otherwise with the written consent of the Owners Corporation),

you must comply with the Retail Signage Code.

11.3 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 EP&A Act) for the erection of a sign permitted under the Retail Signage Code if such consent is:

- (a) required by the Government Agency; and
- (b) requested by an Owner or Occupier of a Retail Lot.

11.4 The Developer

While the Developer is an Owner, the Developer does not need consent from the Owners Corporation to erect and display 'For Sale' or 'For Lease' in a Lot or on Common Property.

12 Common Property Rights for Signage Purposes

12.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only with the written consent of the Owners of the Retail Lot. By-Laws 3.4 to 3.9 apply to this Common Property Rights by-law.

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12.2 Common property use rights

The Owners of the Retail Lots have, at their cost, the special privilege to:

- (a) erect signs permitted under the Retail Signage Code to Common Property walls adjacent to their Retail Lot and erect two hanging signs from the retail awning provided that the Owners:
 - (i) obtain all necessary approvals from Council and Government Agencies;
 - (ii) comply with the types, location and size restrictions provided under the Retail Signage Code; and
- (b) make minor alterations to Common Property to enable the erection of the signs in accordance with this Common Property Rights By-Law.

12.3 Interpreting this by-law

In this Common Property Rights By-Law, 'you' means the Owners of the Retail Lots.

12.4 What are your obligations?

You must, at your cost:

- (a) comply with the Retail Signage Code;
- (b) repair any damage you cause during or as a result of the erection of a sign;
- (c) clean and remove debris caused as a result of erecting or maintaining the sign;
- (d) maintain that part of Common Property where the sign is erected (excluding any structural maintenance and repairs);
- (e) use contractors approved by the Owners Corporation to maintain and repair that part of the Common Property where the sign is erected; and
- (f) use, maintain and repair the sign in accordance with the requirements of Council, Government Agencies and the Owners Corporation.

12.5 Some prohibitions

You must not erect signs not permitted or provided for under the Retail Signage Code without the consent of the Owners Corporation and Government Agencies.

12.6 Indemnities

The Owners of the Retail Lots indemnify the Owners Corporation against all claims and liability caused by exercising your rights under this common property rights by-law.

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13 Common property rights for use of the Grease Trap

13.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of Lot 197.

13.2 Common property rights

The Owner of Lot 197 has:

- (a) exclusive use of the Grease Trap;
- (b) a special privilege to connect to and use the Grease Trap; and
- (c) a special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in Common Property necessary to connect Lot 197 to the Grease Trap.

13.3 Interpreting this by-law

In this Common Property Rights By-Law, 'you' means the Owner of Lot 197.

13.4 What are your obligations

You must, at your cost:

- (a) properly maintain, repair and replace (as necessary) the Grease Trap (but not structural maintenance, repairs or replacements);
- (b) maintain, repair and, where necessary, replace pipes, wires, cables and ducts installed under this by-law 13 which service your Lot (whether or not you installed those items);
- (c) arrange for regular pump outs of the Grease Trap;
- (d) comply with the requirements of Government Agencies for grease traps; and
- (e) comply with the reasonable requirements of the Owners Corporation about exercising the rights and obligations of the Owners under this by-law.

13.5 Obligations of the Owners Corporation

The Owners Corporation must make structural repairs connected to the Grease Trap. If Lot 197 is not connected to or using the Grease Trap, the Owners Corporation must:

- (a) maintain, repair and, where necessary, replace the Grease Trap; and
- (b) pay the costs for maintaining, repairing and replacing the Grease Trap.

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14 Architectural Code

14.1 Purpose of Architectural Code

The purpose of the Architectural Code is to protect the architectural integrity of Centrale Stage 1 by controlling building works and the external appearance of Centrale Stage 1.

14.2 Compliance with Architectural Code

- (a) Subject to by-law 14.2(b), all Owners and Occupiers must comply with the Architectural Code and obtain all consents required under it.
- (b) The Architectural Code does not apply to the Developer. This means that the Developer is not bound by the Architectural Code and may carry out building or other works in Centrale Stage 1 without being required to obtain consent from the Owners Corporation to do so.

14.3 Obligations before carrying out works

Before carrying out any building or other works in Centrale Stage 1 Owners and Occupiers must obtain all necessary consents:

- (a) from the Owners Corporation under the Architectural Code; and
- (b) from Government Agencies.

15 Carrying out Building Works

15.1 When do you need consent?

Subject to this by-law 15, you must have consent from the Owners Corporation to carry out Building Works.

15.2 When is consent not necessary?

- (a) You do not need consent from the Owners Corporation under this by-law 9 to:
 - (i) if you are the Developer, erect a 'For Sale' or 'For Lease' sign according to by-law 4.3;
 - (ii) if you are the Developer, undertake works under by-law 15.6;
 - (iii) alter or remove an Inter-Tenancy Wall according to by-law 16; or
 - (iv) carry out Building Works which you are entitled to carry out under a common property rights By-Law.
- (b) However, you must comply with by-laws 15.3 to 15.5 when you carry out the Building Works.

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15.3 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;
- (b) find out where service lines and pipes are located; and
- (c) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

15.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);
- (b) carry out the Building Works in a proper manner in accordance with any approvals and to the reasonable satisfaction of the Owners Corporation and Government Agencies;
- (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; and
- (d) use reasonable endeavours to minimise any nuisance or impact to neighbours.

15.5 Making arrangements with the Owners Corporation

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

- (a) arrange with the Owners Corporation a suitable time and means by which to access Centrale Stage 1 for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Centrale Stage 1; 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 Centrale Stage 1.

15.6 Developer's Building Works

- (a) The Developer does not need consent from the Owners Corporation under this by-law 15 to carry out Building Works (including installation of services, connection to the Common Property and connection of services) which are required to complete the development of the Centrale Precinct.

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- (b) You must provide the Developer with access to your Lot at reasonable times and on reasonable notice to complete the works required under by-law 15.6.
- (c) The Developer must comply with by-laws 15.4 and 15.5 when carrying out Building Works under this by-law 15.6.

16 Inter-Tenancy walls

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

- (a) Subject to this by-law 16, you may alter or remove an Inter-Tenancy Wall if:
 - (i) you own the Lots separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Lot;
 - (ii) it is not a structural wall;
 - (iii) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
 - (iv) you comply with the procedures in this by-law 16.
- (b) Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

16.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 16.1. However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

16.3 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 16.1;
- (b) if appropriate, comply with the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 15.3 to 15.5; and
- (d) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

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17 Carwash bay

17.1 Hours of use

You may use the Carwash Bay during the hours nominated by the Owners Corporation.

17.2 Conditions for use

When you use the Carwash Bay, you must:

- (a) not unreasonably obstruct access to car park driveways; and
- (b) turn off all taps you have used and leave the Carwash Bay clean and tidy; and
- (c) comply with the reasonable requirements of the Owners Corporation about using the Carwash Bay.

18 Common Property Rights for use of Airconditioning Services

18.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot. By-laws 3.4 to 3.9. apply to this Common Property Rights By-Law.

18.2 Interpreting this by-law

In this Common Property Rights By-Law, 'you' means the Owner of each Apartment.

18.3 Exclusive use rights

The Owner of each Apartment has:

- (a) exclusive use of the Airconditioning Services which exclusively service their Lot; and
- (b) the special privilege to connect to and use the Airconditioning Services which exclusively service their Lot and is located on either the balcony, roof or basement of Common Property; and
- (c) the special privilege to connect to and use Airconditioning Services necessary to operate the Airconditioning Plant and Equipment which exclusively service their Lot.

18.4 What are your obligations?

You must, at your cost:

- (a) operate, maintain and repair, and where necessary, replace Airconditioning Services exclusively servicing your Lot, including the condenser unit;

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- (b) use contractors approved by the Owners Corporation to maintain, repair and replace Airconditioning Services exclusively servicing your Lot; and
- (c) comply with the requirements of Government Agencies about airconditioning services; and
- (d) maintain and repair any part of the Common Property where your Airconditioning Services (or any part of them) are fitted and installed (excluding structural maintenance and repairs).

18.5 Obligations of Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace Airconditioning Services which are not for the exclusive use of a Lot. This will include any shared pipes, wires and ducts which service the building and connect any cooling tower and heat exchanger to the individual condenser units located in each Lot.

18.6 Paying for air conditioning services

You must contribute towards the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of the Airconditioning Services under this Common Property Rights By-Law in shares proportional to the unit entitlement of your Lot. For the avoidance of doubt, you are responsible for all electricity, water and associated running and maintenance costs for Airconditioning Services which exclusively service your Lot.

19 Airconditioning for Retail Lot

19.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Retail Lot. By-laws 3.4 to 3.9. apply to this Common Property Rights By-Law.

19.2 Interpreting this by-law

In this Common Property Rights By-Law, 'you' means the Owner of each Retail Lot.

19.3 Special privilege rights

Provided that You comply with all of your obligations and the restrictions in By-Laws 19.4 - 19.6, You have the special privilege to:

- (a) install an Airconditioning Unit in that part of the ground floor car park which has been designated for your Lot;
- (b) connect the Airconditioning Unit to electricity services forming part of Common Property which are separately metered for your Lot; and

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- (c) make minor alterations to Common Property for the purposes of installing and connecting the Airconditioning Unit.

19.4 What are your obligations?

You must, at your expense:

- (a) obtain the consent of the Owners Corporation prior to installing an Airconditioning Unit in your designated area or carrying out any works under this Common Property Rights By-Law and provide the Owners Corporation with any information requested;
- (b) comply with the conditions of any consent from the Owners Corporation about installing the Airconditioning Unit, including:
 - (i) the type and size of the Airconditioning Unit; and
 - (ii) the manner and installation of the Airconditioning Unit;
- (c) operate, maintain and repair your Airconditioning Unit in accordance with the manufacturer's specifications;
- (d) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the building;
- (e) use contractors approved by the Owners Corporation to maintain, repair and, where necessary, replace those parts of Common Property where your Airconditioning Unit is fitted and installed;
- (f) comply with the requirements of Government Agencies about airconditioning services; and
- (g) comply with the requirements of the Architectural Code.

19.5 What are your restrictions

You must not:

- (a) do anything which will (or might) interfere with Common Property cables, conduits, pipes, wires, ducts or other Common Property services located in your Lot;
- (b) remove your Airconditioning Unit unless you obtain prior approval from the Owners Corporation.

19.6 Paying for airconditioning

You indemnify the Owners Corporation against all claims and liabilities (if any) in connection with the Airconditioning Unit which services your Lot.

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20 Agreement with the Building Manager

20.1 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 Centrale Stage 1.

20.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

20.3 Agreement during the Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period. If an Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period, the term of the agreement must not exceed two years (or such lesser maximum term as is prescribed by law).

20.4 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 determined by the Owners Corporation (acting reasonably) complying with the Management Act; and
- (b) the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

20.5 What provisions must be included in an agreement?

If permitted by law, 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.

20.6 Duties of the Building Manager

If permitted by law, the duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;

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- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) coordinating the carrying out of Building Works;
- (f) managing the Security Key system and providing Security Keys according to the by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising Centrale Stage 1 generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Centrale Stage 1.

21 Common Property

21.1 Easements

Where some items of Common Property are burdened by easements, you and the Owners Corporation:

- (a) must comply with your obligations under those easements; and
- (b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

21.2 What are your obligations?

Subject to these by-laws, you must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by:
 - (i) you;
 - (ii) your visitors; or
 - (iii) persons doing work or carrying out Building Works in Centrale Stage 1 on your behalf.

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21.3 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;
- (b) remove anything from Common Property that belongs to the Owners Corporation; and
- (c) interfere with the operation of Common Property equipment.

22 Insurance premiums

22.1 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.

22.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 22, 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.

22.3 Hard Flooring

- (a) If your Lot contains Hard Flooring, you are responsible for maintaining your own contents insurance policy in respect of the Hard Flooring.
- (b) The insurance policy maintained by the Owners Corporation will not cover Hard Flooring.

23 Security at Centrale Stage 1

23.1 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into Centrale Stage 1 and prevent fires and other hazards.

23.2 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Centrale Stage 1.

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23.3 Restricting access to Common Property

Subject to this by-law 23, 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;
- (b) restrict by Security Key your access to levels in Centrale Stage 1 where you do not own or occupy a Lot or have access to according to a Common Property Rights By-Law;
- (c) charge you a fee if you request additional or replacement Security Keys;
- (d) allow security personnel employed or contracted by the Owners Corporation to use part of Common Property to operate or monitor security at Centrale Stage 1;
- (e) cancel Security Keys or other access devices where there is reported misuse or other matters posing security issues for the building; and
- (f) charge a fee for recoding a Security Key.

23.4 Providing Owners and Occupiers with Security Keys

Subject to this by-law, if the Owners Corporation exercises its rights under by-law 23.3, it may provide you with a Security Key for the relevant part of Common Property.

23.5 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys it issues for Common Property;
- (b) require you to promptly return Security Keys it issues to you to the Owners Corporation to be re-coded; and
- (c) charge you a fee or a bond if you require extra or replacement Security Keys.

23.6 What are your obligations?

In regards to Security Keys issued by the Owners Corporation according to this by-law 23, 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;
- (b) take all reasonable steps not to lose Security Keys;
- (c) immediately notify the Owners Corporation if you lose a Security Key; and
- (d) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier.

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23.7 Closing doors

You must take reasonable care to make sure that fire and security doors in Centrale Stage 1 are locked or closed when they are not being used.

23.8 Some prohibitions

You must not:

- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier;
- (b) interfere with security cameras or surveillance equipment; or
- (c) do anything that might prejudice the security or safety of Centrale Stage 1.

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 the Owners Corporation or the Strata Committee at a meeting of the Strata Committee.

24.2 Conditions

The Owners Corporation or the Strata 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 Strata Committee may revoke their consent if you do not comply with conditions made by them when they gave your consent or the by-law under which they gave you consent.

25 Failure to comply with by-laws

25.1 What can the Owners Corporation do?

The Owners Corporation may do anything to your Lot or the Common Property 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

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- (b) pay the Owners Corporation for its costs for doing the work.

25.3 Recovering money

- (a) The Owners Corporation may recover any money you owe it under the by-laws as a debt payable on demand.
- (b) Money that may be recovered by the Owners Corporation under these by-laws as a debt includes damage to Common Property, false fire alarm fees, damage caused by emergency services, cleaning, removal of dumped rubbish and any other cost items specified in these by-laws.
- (c) The Owners Corporation may add the debt and interest to the Owner's administrative fund or capital works fund contributions account (as appropriate).
- (d) The Owners Corporation may allocate any money paid by an Owner in priority firstly to the oldest 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 How to resolve Disputes

27.1 Interpretation

For the purposes of this by-law 27, 'party' or 'parties' means the party or parties to a Dispute. This party or parties to a Dispute may be the Owners Corporation, an Owner or an Occupier.

27.2 Resolution of Disputes

The parties to a Dispute must endeavour in good faith to resolve their Dispute before taking action under this by-law 27.

27.3 Dispute Notice

A party may give another party a Dispute Notice if they are unable to resolve their Dispute under by-law 27.2. In the Dispute Notice the party must:

- (a) describe what the Dispute is about;
- (b) identify the provisions of this management statement or the law that apply to the Dispute;
- (c) state the position of the party;
- (d) set out the facts and other circumstances on which the party relies; and

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- (e) attach copies of correspondence and other documents mentioned in the Dispute Notice.

27.4 Negotiation

Within ten Business Days after a party gives a Dispute Notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

- (a) at 2.00pm on the day which is ten Business Days after the Dispute Notice; and
- (b) at Centrale Stage 1 or by telephone conference.

27.5 Referring a Dispute to expert determination

If the parties cannot resolve their Dispute by negotiation, a party may give a determination notice requiring the parties to defer the Dispute to an independent expert for determination and appoint an expert to determine the Dispute.

27.6 Appointing an expert

If the parties cannot agree on an expert within five Business Days after a party gives a determination notice, a party may ask the chairman of the Strata Community Australia NSW to appoint an appropriate expert having regard to the nature of the Dispute and determine the remuneration of the expert.

27.7 Instructions to the expert

The parties must instruct the expert to:

- (a) act as an expert and not as an arbitrator;
- (b) determine the rules for the conduct of the expert determination; and
- (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

27.8 Conducting expert determination

If the parties cannot agree on the rules of the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.

27.9 Expert determination

The expert:

- (a) is not bound to observe the rules of natural justice or the rules of evidence;
- (b) may obtain and refer to documents and information not provided by the parties; and

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- (c) must determine the Dispute and give written reasons for the determination within one month after being appointed.

27.10 Binding effect

The expert's determination is final and binding on the parties to the Dispute without appeal except to the extent as the law allows.

27.11 Costs

The parties to the Dispute must equally share the costs for expert determination of their Dispute (unless the expert decides otherwise) and pay their costs in connection with the Dispute.

28 Common Property Rights for use of kitchen exhaust vent

28.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of Lot 197.

28.2 Common Property Rights

The Owner of Lot 197 has:

- (a) exclusive use of the kitchen exhaust vent and plant and equipment (**Exhaust Vent**) which expels air from Lot 197 to the roof of Tower B;
- (b) the special privilege to expel kitchen exhaust through the Exhaust Vent to the open air above Tower B; and
- (c) the special privilege to be and remain on the roof of Tower B to inspect, clean, repair, maintain or replace the Exhaust Vent.

28.3 Interpreting this by-law

In this a Common Property Rights By-Law, 'you' means the Owner of Lot 197.

28.4 What are your obligations

You must, at your cost:

- (a) maintain, repair and, where necessary, replace the Exhaust Vent ducting and plant and equipment;
- (b) arrange for regular cleaning of the Exhaust Vent;
- (c) comply with the requirements of Government Agencies for exhaust vents;

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- (d) install wet and dry fire services to make the Exhaust Vent operational and compliant to relevant standards of Government Agencies; and
- (e) comply with the reasonable requirements of the Owners Corporation about exercising the rights and obligations of the Owners under this by-law 28.

29 Common Property Rights By-Law for Outdoor Seating Area

29.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only with the written consent of the Owner of the Retail Lot. By-Laws 3.4 to 3.9 apply to this Common Property Rights By-Law.

29.2 Interpreting this by-law

In this Common Property Rights By-Law, 'you' means the Owner of the Retail Lot.

29.3 Grant

The Owner of the Retail Lot is granted the special privilege to place, umbrellas, tables, chairs and other outdoor furniture in the Outdoor Seating Area.

29.4 General

This by-law 29 sets out your rights and obligations in relation to the maintenance and use of the Outdoor Seating Area.

29.5 What are your obligations?

- (a) You must only use the Outdoor Seating Area:
 - (i) for the purposes ancillary to your business;
 - (ii) during the hours as prescribed under the relevant development approval;
 - (iii) in accordance with the requirement of Council and the relevant Government Agencies about retail service areas and any applicable conditions of relevant development approvals;
 - (iv) keep the Outdoor Seating Area clean and tidy at all times, at your own cost; and
 - (v) in accordance with the reasonable requirements of Owners Corporation regarding the use of Outdoor Seating Area.
- (b) The Owners and Occupiers of Apartments may not use the Outdoor Seating Area other than as patrons of the business operated by the Owners or Occupiers of the Retail Lot.

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29.6 Owners Corporation restriction

The Owners Corporation must not grant a licence, lease or Common Property right in respect of the Outdoor Seating Area without the consent of the Owner of the Retail Lot.

29.7 Maintaining and repairing the Outdoor Seating Area

You must:

- (a) ensure that any furniture that you place in the Outdoor Seating Area is removed from the Outdoor Seating Area at all times outside of the hours specified in by-law (a)(ii); and
- (b) at your cost, regularly clean, maintain and repair the Outdoor Seating Area (excluding any structures comprising or supporting the Outdoor Seating Area); and
- (c) at your cost, regularly remove your rubbish from the Outdoor Seating Area.

29.8 Indemnity

The Owner of the Retail Lot indemnifies the Owners Corporation against all claims and liability caused by exercising your rights under this Common Property Rights By-Law.

29.9 Rights over Outdoor Seating Area

- (a) You acknowledge that your right to use the Outdoor Seating Area is subject to any rights created, or which may be created in the future, by any easements over the Outdoor Seating Area, and that easement rights have been granted (or may be granted in future) to Government Authorities over the Outdoor Seating Area.
- (b) You must:
 - (i) not do anything to interfere with, prevent, restrict, interrupt or disturb any rights granted under any easement over the Outdoor Seating Area, including removing any furniture if required for the grantee (or anyone acting through the grantee) of an easement to exercise its rights under the easement; and
 - (ii) ensure that any outdoor seating area licence granted to an occupier of a Retail Lot contains a provision similar to this by-law 29.9.

30 Car Share Bays

30.1 Obligations of Owners Corporation

The Owners Corporation must maintain, repair and, where necessary, replace the Car Share Bays.

30.2 Making of rules

The Owners Corporation:

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- (a) may make rules about booking and using the Car Share Bays; and
- (b) may enter into a commercial agreement with a car share provider at its discretion;
- (c) must take all steps reasonably necessary to ensure that the Car Share Bays are retained as Common Property and accessible to the public for use as Car Share Bays.

30.3 Your obligations

You must:

- (a) comply with any Rules made about the use of the Car Share Bays by the Owners Corporation and any commercial operator appointed by the Owners Corporation in relation to the use of the Car Share Bays;
- (b) book a Car Share Bay in accordance with the procedures prescribed by the operator of the car share scheme responsible for the Car Share Bays;
- (c) not stand your car, store anything or wash your car in the Car Share Bays.

30.4 Risk

You use the Car Share Bays entirely at your own risk. The Owners Corporation is not liable for any loss, damage, theft or security of the vehicle or your belongings stored in the vehicle while parked in a Car Share Bay.

31 Electric Car Charging

31.1 Car charging points

Subject to any rules established by the Owners Corporation in accordance with by-law 31.2(b), you are permitted to use the two car charging points located in Centrale Stage 1.

31.2 Owners Corporation rights

The Owners Corporation may:

- (a) enter into a utility agreement for the supply of electricity to the car charging points;
- (b) set reasonable rules in relation to the use of and access to the car charging points which Owners and Occupiers must follow.

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32 Rules

32.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about security, control, management, operation, use and enjoyment of Centrale Stage 1 and, in particular, the use of the Common Property.

32.2 Changing Rules

Subject to these by-laws (including any Common Property Rights By-Laws), the Owners Corporation may add or change the Rules at any time.

32.3 Your obligations

You must comply with the Rules.

32.4 Strata Committee

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

32.5 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.

33 Requirements of the Rail Agencies

33.1 Acknowledgment

You acknowledge that the Developer has obligations to the Rail Agencies that it must adhere to, and that these obligations will pass to the Owner's Corporation.

33.2 Obligations

The Owner's Corporation must:

- (a) comply with any Maintenance Plan the Developer has agreed with the Rail Agencies for the Sensitive Facilities, including using best endeavours to complete any Maintenance Works required under any Maintenance Plan;
- (b) carry out the Maintenance Works to ensure that each Sensitive Facility:
 - (i) is maintained in accordance with the latest Maintenance Plan for that Sensitive Facility;
 - (ii) is at all times in a safe and operable condition;
 - (iii) does not interfere with the safety or efficiency, or otherwise have an impact on:

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- (A) the safety, operational capacity or efficiency of the Rail Agencies' operations;
 - (B) the safety of Railway passengers, station patrons, users of the Rail Infrastructure Facilities or the Rail Agencies' employees, contractors or representatives;
 - (C) the usual business activities of any lessee of the Rail Agencies; or
 - (D) the continued operation of the transport functions of the Rail Agencies; and
- (iv) complies with all relevant laws;
- (c) if requested by the Rail Agencies, provide a revised Maintenance Plan for a Sensitive Facility; and
- (d) provide the Rail Agencies with written reports as requested by the Rail Agencies, detailing:
- (i) any proposed changes or updates to the Maintenance Plan;
 - (ii) the progress of the Maintenance Works; and
 - (iii) any other information reasonably requested by the Rail Agencies.

33.3 Failure to comply

If the Owner's Corporation fails to provide a revised Maintenance Plan in accordance with By-Law 33.2(c), the Owner's Corporation must:

- (a) not use or occupy, and must ensure that no other person uses or occupies, the associated Sensitive Facility; and
- (b) at the election of the Rail Agencies take any action required as a result of the Owner's Corporation's failure to provide a revised Maintenance Plan so as to ensure the safety or efficiency of the Rail Agencies' operations, including:
 - (i) the safety, operation capacity or efficiency of the Railway;
 - (ii) any potential effect which may overload or interfere with the Rail Agencies' operations;
 - (iii) the safety of Railway passengers, station patrons, users of Rail Infrastructure Facilities or the Rail Agencies' employees, contractors or representatives;
 - (iv) the usual business activities of any lessee of the Rail Agencies; or
 - (v) the continued operation of the transport functions of the Rail Agencies,

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until the Rail Agencies have no objections to a revised Maintenance Plan.

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Schedule 1

Retail Signage Code

1 Overview

1.1 Why have a Retail Signage Code?

The primary reasons for having a Retail Signage Code and controlling the External Appearances of Centrale Stage 1 are:

- (a) to preserve the design integrity and architectural quality of Centrale Stage 1;
- (b) to recognise the different requirements of the residential and retail components of Centrale Stage 1, while having proper regard to the common interest of each Owner and Occupier; and
- (c) to uphold property values for Owners.

1.2 Inconsistencies

If there is an inconsistency between a by-law and this Retail Signage Code, the by-law prevails.

2 Approvals

2.1 Approvals from Government agencies

Despite anything else in these by-laws, before you erect a sign you must:

- (a) obtain all necessary approvals from Government Agencies; and
- (b) if any Government Agency approvals are required, provide a copy of the approvals to the Owners Corporation.

2.2 Other signs

If you propose to erect a sign that is not approved under this Retail Signage Code, before erecting the sign you must:

- (a) obtain consent from the Owners Corporation; and
- (b) after receiving consent from the Owners Corporation, obtain all necessary approvals from Government Agencies.

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3 Signage

3.1 Apartments in Centrale Stage 1

You must not erect, affix or display a sign in or around an Apartment in Centrale Stage 1.

3.2 External naming signage in the Retail Lots

Subject to this clause 3, if you are an Owner or Occupier of a Retail Lot (or part of it), you may add writing and a logo to the external Common Property wall adjoining your Retail Lot provided that:

- (a) you do not contravene the Retail Signage Code;
- (b) the sign relates to the business carried on in your Retail Lot and is not third party advertising material; and
- (c) the sign and any supporting structure does not obstruct the passage of pedestrians beneath or beside the sign.

3.3 Internal shopfront signage in Retail Lots

If you are an Owner or Occupier of a Retail Lot (or part of it), you may erect signage in the internal shopfront of your Retail Lot provided that:

- (a) you do not contravene the Retail Signage Code; and
- (b) you do not adhere the sign directly to the rear of your shop front glazing.

3.4 General restrictions on types of signs

You are not permitted to erect signs in your Retail Lot or on Common Property which are:

- (a) neon, flashing, intermittently or internally illuminated; or
- (b) animated.

3.5 Rights of the Developer

Despite any other provision in the Retail Signage Code, while the Developer is an Owner, the Developer may erect and display 'For Sale' and 'For Lease' signs in Lots and Common Property without consent from the Owners Corporation.

4 Procedures for erecting signage

4.1 Procedures before you erect a sign

Before you erect any signage in or around a Retail Lot, you must:

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- (a) arrange with the Owners Corporation a suitable time and means by which to access any Common Property area in which you will carry out the work;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access any Common Property area to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Owners Corporation about the time and means by which they must access Centrale Stage 1 to erect the sign.

4.2 **Procedures when you carry out work**

When you carry out works in Centrale Stage 1, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the work in a proper manner and to the reasonable satisfaction of the Owners Corporation;
- (c) regularly remove debris and leave all areas of Common Property clean and tidy for all periods during which you carry out the work; and
- (d) repair damage you (or persons carrying out the work on your behalf) cause to Common property or the Property of another Owner or Occupier of a Lot.

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Schedule 2

Architectural Code

1 Overview

1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling building works and the External Appearance of Centrale Stage 1 are:

- (a) to preserve the design integrity and architectural quality of Centrale Stage 1; and
- (b) to recognise the different requirements of the residential and commercial components of Centrale Stage 1, while having proper regard to the common interest of each Owner and Occupier; and
- (c) to uphold property values for Owners.

1.2 Inconsistencies

If there is an inconsistency between a clause in the by-laws and the Architectural Code, the clause in the by-laws prevails.

1.3 Disputes

Disputes under the Architectural Code must be determined in accordance with clause 27 of the by-laws.

2 Approvals from Government Agencies

2.1 What are your obligations?

Despite anything else in these by-laws, you must obtain all necessary approvals from Government Agencies before you carry out any works, erect signs, carry out Fit out Works or do anything else in Centrale Stage 1 (including works approved or for which you need approval under the Architectural Code).

2.2 Timing

Subject to this clause 2 you may apply for approval from a Government Agency to carry out works in Centrale Stage 1 only after you have obtained any necessary approval from the Owners Corporation.

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2.3 **Approving applications to Government Agencies**

You must not unreasonably refuse to approve or sign an application to a Government Agency if the works contemplated in the application have been approved by the Owners Corporation.

3 Curtains, blinds and other window treatments

3.1 **Colours for curtains and blinds**

You may install curtains, blinds, louvers, shutters and other window and door treatments on or in your Lot provided they have an appearance from outside the Lot which is white or off-white (white or off-white curtain linings or sheers are an acceptable method of achieving this. You must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvers, shutters and window and door treatments other than those specified in this clause 3.1.

3.2 **Sun shades**

You must have consent from the Owners Corporation to install a sun shade, sun blind, awning or other sun shading device in your Lot or on Common Property.

3.3 **Window treatments**

You must have consent from the Owners Corporation to place solar film or similar treatments on the internal or external surface of glass windows or doors in your Lot or on Common Property.

4 Outdoor furniture and landscaping

4.1 **Balcony furniture and landscaping**

You do not need consent from the Owners Corporation to keep outdoor furniture on the Balcony or courtyard of your Lot provided that the outdoor furniture is of a high quality and finish, commensurate with the quality of Centrale Stage 1 and is in keeping with the appearance of Centrale Stage 1.

4.2 **Fixing items to a Balcony**

You must have consent from the Owners Corporation to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other items to the Balcony of your Lot.

4.3 **Maintaining outdoor furniture**

You must properly maintain furniture on the Balcony or courtyard of your Lot and ensure that the furniture is clean and tidy at all times.

4.4 **Landscaping on Balconies and courtyards**

You do not need consent from the Owners Corporation to keep landscaping on the Balcony or courtyards of your Lot provided that all elements of the landscaping (for example, planter boxes

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and plants) are of a high quality and finish, commensurate with the quality of Centrale Stage 1 and in keeping with the appearance of Centrale Stage 1.

4.5 **Maintaining landscaping**

You must:

- (a) regularly maintain landscaping on the Balcony or courtyard of your Lot; and
- (b) ensure that the landscaping is kept neat and tidy at all times; and
- (c) ensure that no landscaping hangs or grows over the edge of the Balcony or courtyard; and
- (d) when you water landscaping on the Balcony or courtyard, ensure that no water enters another part of Centrale Stage 1 and no damage is caused to another part of Centrale Stage 1.

4.6 **Removing furniture and landscaping**

You must immediately remove furniture and landscaping from the Balcony or courtyard of your Lot if:

- (a) you do not comply with your obligations under this by-law 4; or
- (b) the furniture or landscaping causes (or may cause) damage to another part of Centrale Stage 1.

5 Security devices

5.1 **Installing security devices**

Subject to this clause 5, you must have consent from the Owners Corporation to install security devices including, without limitation, security doors or windows, screens grilles, alarms or locks in your Lot or on Common Property.

5.2 **Security locks**

The Owners Corporation may consent to an application to change and/or install an additional security lock if:

- (a) it meets the minimum fire rated requirements specified by any relevant Australian Standard from time to time; and
- (b) it is in keeping with the aesthetics of your Lot and Common Property.

In the event that you install a security lock without consent of the Owners Corporation and the security lock does not comply with this clause 5.2, you may be required to reinstate the door to your Lot to its original condition and the Owners Corporation may

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seek to recover any additional fire certification fees incurred as a result of you installing a security lock without the consent of the Owners Corporation.

5.3 **Security doors and windows**

The Owners Corporation may consent to an application to install a security door or window in a Lot or on Common Property if the door or window:

- (a) is finished in a colour that matches the existing door or window frame; and
- (b) matches the full size of the existing door or window and does not detract from or dominate the existing detail.

However, the Owners Corporation will generally not consent to the installation of a security door to the entry door to a Lot.

5.4 **Alarms**

You may install a security alarm in your Lot or Common Property without consent from the Owners Corporation if:

- (a) the alarm is a 'back to base' facility; and
- (b) the alarm is silent; and
- (c) the alarm does not have flashing lights; and
- (d) the installation is not attached to or interferes with Common Property.

5.5 **Obtaining consent to install an alarm**

If the installation of a security alarm is attached to or interferes with Common Property, you must have consent from the Owners Corporation before you install the alarm.

5.6 **Security devices in the carpark**

If your Lot comprises or includes a carspace, you may install in the floor of your carspace a locking device similar to a 'Secure Mate' locking device provided that the device:

- (a) is a type and colour approved by the Owners Corporation; and
- (b) is located in a position approved by the Owners Corporation (for example, a specified distance from the boundary of the Lot).

5.7 **Other security devices**

You must have consent from the Owners Corporation to install any type of security device not contemplated by this clause 5. The Owners Corporation will generally consent to the installation of other security devices if:

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- (a) the device is in keeping with the appearance of Centrale Stage 1; and
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Owners or Occupiers.

6 Barbeques

6.1 Your rights

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

- (a) it is a type permitted under this clause 6; and
- (b) it will not (or is not likely to) cause damage; and
- (c) it is not (or is not likely to become) dangerous; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy; and
- (f) you comply with this clause 6.

6.2 Types of portable barbeques

The types of portable barbecues permitted under this clause 6 are:

- (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.

Solid fuel burning barbeques are prohibited.

6.3 Operating a portable barbeque

You may operate a portable barbeque only during the hours of 7.00am and 10.00pm (or during other hours approved by the Owners Corporation).

6.4 Interference

If you use a portable barbecue on the Balcony of your Lot, you must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

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7 Fitout Works in Retail Components

7.1 Who must comply with this by-law?

You must comply with this clause 7 if you are the Owner or Occupier of a Retail Lot.

7.2 When will you need consent?

- (a) Subject to clause 7.2(b) of this schedule, you must obtain consent from the Owners Corporation before you carry out any Fit out Works which penetrate the Common Property floor, ceiling or walls of your Lot or affect Common Property.
- (b) Consent is not required to the initial fit out of a Retail Lot, but the Owner or Occupier must comply with by-laws 15.3, 15.4 and 15.5 as applicable.

7.3 No consent necessary

Subject to clause 7.2 of this schedule, you do not need consent from the Owners Corporation to carry out the following Fit out Works:

- (a) connecting to services which are capped in your Lot; or
- (b) installing lighting inside your Lot; or
- (c) installing floor and wall coverings; or
- (d) painting or decorating your Lot (subject to clause 9.3 of this schedule); or
- (e) joinery, carpentry or shelving installations; or
- (f) supplying and installing equipment in your Lot; or
- (g) carrying out hot and cold water reticulation or electrical reticulation; or
- (h) carrying out internal plumbing and drainage works.

8 Common Property Works

8.1 Common Property

If you propose to carry out Common Property Works, you must obtain consent from the Owners Corporation before carrying out the works. However, you do not need consent from an Owners Corporation:

- (a) to carry out minor works inside your Lot (for example, hanging pictures or installing shelving); or
- (b) if the works are Fit out Works and you have complied with clause 7 of this schedule.

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9 Works affecting the External Appearance

9.1 General obligations

If you propose to carry out External Appearance Works, you must obtain consent from the Owners Corporation before carrying out the works.

9.2 Powers of the Owners Corporation

The Owners Corporation has the power to require you to remove any item you have placed, installed or retained in your part of Centrale Stage 1 if it alters the External Appearance of Centrale Stage 1 if:

- (a) you do not have consent from the Owners Corporation or relevant Government Agencies; or
- (b) it detrimentally affects the External Appearance of Centrale Stage 1.

9.3 Colour schemes and paint work

You must have consent from the Owners Corporation to change the colour or surface of any wall, window, door, floor, ceiling or other surface in your Lot or Common Property if:

- (a) the wall, window, door, floor, ceiling or other surface is visible from outside your Lot or Common Property; and
- (b) the proposed colour or surface changes or is not in keeping with the External Appearance of Centrale Stage 1 or
- (c) it is in breach of a provision under the development consents applicable to Centrale Stage 1.

10 Acoustic controls

10.1 Purpose

The purpose of this clause 10 is to maintain acceptable levels and duration of noise transmission between the various components of Centrale Stage 1. It is important that you attempt to minimise noise you create which might interfere with your neighbours. To achieve this, this clause 10 provides controls about important issues like holding parties and playing musical instruments.

10.2 General obligations

The requirements in this clause 10 are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 10.6 of this schedule you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

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10.3 **Noise which affects your neighbours**

Subject to this clause 10, you must not make noise which might unreasonably interfere with the use and enjoyment of another Owner or Occupier or their Lot or Common Property.

10.4 **Equipment and machinery**

You must ensure that equipment and machinery in your Lot or Common Property does not cause vibrations or noise in another part of Centrale Stage 1 (for example, tread mills, weight machines or washing machines).

10.5 **Using power tools**

You may use power tools (for example, impact drills, electric saws or angle grinders) only between the hours of 7.30am to 5.30pm Mondays to Fridays and 9.00am to 3.00pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.

10.6 **Playing musical instruments**

Subject to this clause 10, you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00am and 8.00pm. You must not play or rehearse on percussion instruments.

10.7 **Playing music**

Subject to this clause 10, you must not play live or other music which exceeds 65dB(A) at the boundary of your Lot after 11.00 pm (or another hour determined by the Owners Corporation acting reasonably).

10.8 **Inside your Strata Lot**

You must not:

- (a) carry out exercises in your Strata Lot which result in rapid foot impact on the floor (for example, aerobics or running on the spot) if this causes noise or vibrations in adjoining lots; or
- (b) unnecessarily create noise or vibration by knocking or banging against walls separating your Lot from another Lot.

10.9 **Obligations for floor coverings in By-Laws**

If you are the Owner or Occupier of a Strata Lot, the by-laws for your Strata Scheme may require you to cover or treat the floors in your Strata Lot to stop noise transmission which disturbs other Owners and Occupiers.

11 **Some prohibitions**

You must not:

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- (a) attach anything to or hang anything from a Balcony; or
- (b) install a solid fuel burning appliance in Centrale Stage 1; or
- (c) enclose the Balcony of a Lot; or
- (d) hang clothes, washing or similar items in any area that is visible from outside a Lot or a building in Centrale Stage 1; or
- (e) attach or hang an aerial, security device or wires outside a Lot or a building in Centrale Stage 1; or
- (f) use your balcony as a storage area.

12 Application process

12.1 Making an application

The Owners Corporation may, either generally or in specific cases, specify the plant, drawings and other documents which you must submit with your application under the Architectural Code.

12.2 What information must you include in your application?

If you make an application under the Architectural Code, the application must:

- (a) be in writing; and
- (b) include the plans, drawings and other documents specified by the Owners Corporation according to this clause 12 for the type of works for which you are seeking approval; and
- (c) include enough information to give the Owners Corporation enough information to make a decision about your application.

However, the Owners Corporation may:

- (d) require you to submit additional plans, diagrams or other information which it has not specified according to clause 12.1 of this schedule to assist in the decision making process; and
- (e) waive the requirements it makes under clause 12.1 about the plans, diagrams and other information which you must submit with your application.

12.3 Lodging your application

You must address your application to the strata manager of the Owners Corporation.

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12.4 Discretion

The Owners Corporation may act in its absolute discretion when it makes decisions about applications. It is not bound by its past decisions.

12.5 Appointing consultants

The Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Code (for example, an architect or engineer for applications affecting the External Appearance).

12.6 Paying the costs for a consultant

The Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 12.

12.7 Time frame for making a decision

Subject to clause 12, the Owners Corporation must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

12.8 Compliance with development consents and requirements of Government Agencies

When considering an application under the Architectural Code, the Owners Corporation must comply with:

- (a) requirements of the relevant development consents applicable to Centrale Stage 1; and
- (b) requirements of the relevant Government Agencies.

12.9 Time frame for making a decision where a consultant has been appointed

If the Owners Corporation appoints a consultant to review and make recommendations about an application, the Owners Corporation must make a decision about the application within 20 Business Days after the consultant makes a recommendation to the Owners Corporation (or another period agreed between the parties).

12.10 Notifying the applicant of a decision

The Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must clearly describe any conditions which attach to the approval and, if the application is not approved, explain in detail the reasons for the decision.

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13 Approval process

13.1 Conditional approvals

The Owners Corporation may make conditions if it approves an application. The conditions may include:

- (a) a reasonable time frame in which the works must be completed; and
- (b) the hours and days during which the works must be carried out; and
- (c) methods of accessing Centrale Stage 1 to carry out the works.

13.2 Revoking approval

The Owners Corporation may revoke its approval if an applicant does not comply with the conditions for the approval.

14 Procedures for carrying out work

14.1 Procedures before you carry out work

Before you carry out works in Centrale Stage 1, you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the area in which you will carry out the work; and
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Centrale Stage 1 to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access Centrale Stage 1 to carry out the work.

14.2 Procedures when you carry out work

When you carry out works in Centrale Stage 1, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the work in a proper manner and to the reasonable satisfaction of the Owners Corporation, and must provide copies of all required certifications of the works and permit the Owners Corporation to inspect the completed works; and
- (c) regularly remove debris and leave all Common Property clean and tidy for all periods during which you carry out the work; and

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- (d) repair damage you (or persons carrying out the work on your behalf) cause to Common Property or the property of an Owner or Occupier.

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Registered:	Office Use Only	Office Use Only

Schedule 3

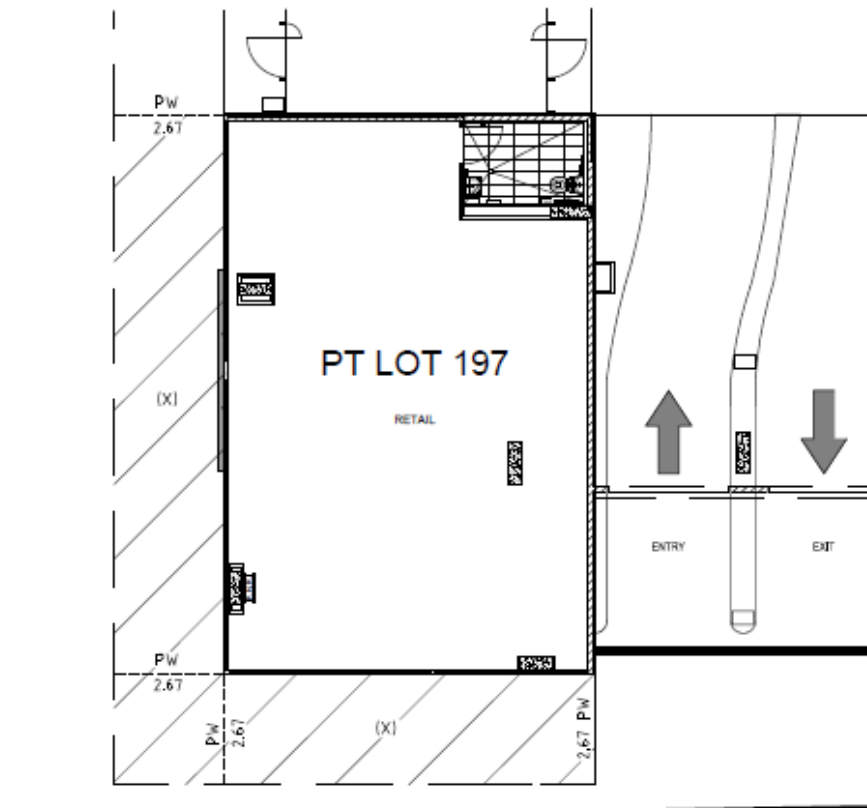
Outdoor Seating Area Plan

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Registered:	Office Use Only	Office Use Only

SCHEDULE 3

OUTDOOR RETAIL SEATING AREA PLAN
GROUND FLOOR LOT 197 SP 95822

COMMON PROPERTY RIGHTS BY-LAW 31



NETWORK PLACE

PW DENOTES PROLONGATION OF LINE OF WALL
(X) DENOTES EXTENT OF COMMON PROPERTY RIGHTS
FOR THE USE OF LOT 197

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Registered: Office Use Only		Office Use Only

Signing page

DATED:

Executed by **Australand North Ryde Dev Pty Limited ACN 169 450 079** in accordance with Section 127(1) of the *Corporations Act 2001* (Cth):

^ _____
Director

^ _____
Director/Secretary

^ _____
Full name of Director

^ _____
Full name of Director/Secretary

Executed by **Commonwealth Bank of Australia ACN 123 123 124** under Power of Attorney Book _____ No. _____ in the presence of:

^ _____
Signature of witness

^ _____
Signature of Attorney

^ _____
Address of witness (print)

^ _____
Name of witness (print)

^ _____
Full name of Attorney