

STRATA PLAN 84689

SUGAR DOCK

4 DISTILLERY DRIVE AND 25 BOWMAN STREET, PYRMONT

REGISTERED BY-LAWS AS AMENDED AT THE EGM HELD 22.11.12

1. Residential Use

1.1 Conditions in the Development Consent and relevant Council codes require that the development must be for Residential Development. The Development Consent and relevant Council codes require that:

- (a) no more than two adult people may occupy any bedroom and no bedroom may contain more than two beds. This excludes children's beds, cots and bassinets;
- (b) use of rooms for sleeping accommodation, other than rooms designated in the Development Consent as bedrooms is prohibited by the Development Consent; and
- (c) a certificate signed by the Owners Corporation certifying that all Residential Lots are either Owner occupied or are subject to residential leases under the Residential Tenancies Act, 1987 must be forwarded to Council within 12 months of the completion of the Building and every 12 months thereafter.

1.2 "Residential Development" in Sydney Local Environmental Plan 2005 (Ultimo-Pyrmont region) prohibits use of housing property for anything other than residential use of by leasing subject to the Residential Tenancies Act, 1987. Other short term uses including, but not limited to temporary rental of rooms, serviced apartments, backpacker use are prohibited.

1.3 The Owners Corporation must provide the certificate required by Council as specified in by-law 1.1(c).

1.4 An owner or occupier of a lot must, on written request by the Owners Corporation, provide the Owners Corporation with written notice, in the form reasonably required by Council and by the Owners Corporation, confirming compliance with the conditions of the Development Consent as they are set out in this by-law.

2. Leasing of Residential Lots

2.1 Owners must ensure that:

- (a) any letting of any lot is recorded under the terms of a residential lease under the Residential Tenancies Act, 1987;
- (b) that any leasing agents is made aware of the restriction imposed under the Development consent as disclosed in by-law 1;
- (c) all reasonable endeavours are taken to ensure compliance with by-law 1; and

(d) that a copy of these by-laws, as registered is attached to any residential lease entered into (this is a requirement of the Residential Tenancies Act, 1987).

3. Floor Coverings

3.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

3.2 If an owner proposes to replace a floor covering within an owner's lot with material other than carpet, the minimum noise transmission to be achieved for the floor covering must be the standard prescribed at the time of installation by the City of Sydney or the 5 star rating set by the Australian Association of Acoustical Consultants, whichever is the higher standard.

3.3 An owner proposing to change any flooring within a lot must

(a) first apply in writing to the Owners Corporation for approval to change the flooring, which will not be unreasonably withheld, provided the application contains sufficient information (by way of plans, specifications, scope of works or any other documents considered necessary by the Owners Corporation) to enable the Owners Corporation to satisfy itself that the requirements of this by-law regarding noise transmission will be satisfied; and

(b) following installation of the flooring, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person who has inspected the completed flooring and certifies that this by-law has been complied with.

3.4 If a certificate is not provided to the Owners Corporation within 3 months of a request by the Owners Corporation that the certification be provided or if the Owners Corporation receives any complaint regarding noise from the flooring from an adjoining lot, the Owners Corporation may, by notice in writing require the owner to replace the flooring with carpet laid over heavy duty underlay. An owner served with a notice from the Owners Corporation must comply with the notice within 3 months of service of that notice."

3.5 This by-law does not apply to floor space comprising a laundry, kitchen, lavatory or bathroom unless the location of such room is also proposed to be altered from its original location at the date of registration of the strata plan."

4. Keeping of Animals

4.1 The provisions of by-law 21.3 to 21.5 of the Community Management Statement apply to the keeping of animals within Jacksons Landing. The power of the Community Association to approve pets in strata buildings has been delegated by the Community Association to the relevant Owners Corporations. These are set out (as delegated or amended) in the following subparagraphs.

4.2 Owners or occupiers must obtain the written approval of the Owners Corporation before they keep any animal or bring any animal onto any lot, community property or common property.

Rules regarding the keeping of animals

4.3 If an owner or occupier is permitted under these by-laws to keep an animal then the owner or occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that owner or occupier's lot; and
- (b) must ensure that, when on any other part of the common property or the Community Association land the animal is accompanied by the owner or occupier and is either carried or on a leash; and
- (c) must, when on any part of the Community Association land, keep the animal appropriately tethered and under control; and
- (d) is liable to the owners and occupiers of other lots and each other person lawfully on the common property or Community Association land for:
 - (i) any noise which is disturbing to an extent which is unreasonable; and
 - (ii) for any damage to or loss of property or injury to any person caused by the animal; and
- (e) is responsible for cleaning up after the animal anywhere on the common property or the Community Association land; and
- (f) must not allow the animal into the Recreational Facilities.

4.4 This by-law:

- (a) applies to any owner, occupier or visitor to the Building or the Community Association land;
- (b) does not prevent the keeping of a dog used as a guide dog or hearing dog; and
- (c) does not allow an Excluded Dog to be kept or brought onto any lot or Community Association land or common property.

4.5 **Excluded Dog** is defined in the Community Management Statement to mean:

- (a) a Pit Bull terrier;
- (b) an American Pit Bull terrier;
- (c) a Dogo argentino;
- (d) a Fila Breazileiro;
- (e) a Japanese Tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth Government;
- (h) an unregistered or dangerous dog under the Dog Act 1966.

4.6 Where owners or occupiers are in continuing breach of this by-law, the Owners Corporation reserves the right to withdraw its consent for the keeping of the animal.

4.7 Owners and occupiers are responsible for ensuring their visitors to the Building accompanied by animals comply with this by-law.

5. Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Residential Services Manager, Gatehouse Bowman Street, Jacksons Landing so as to enable a representative to be present at the time when the owner or occupier does so.

6. Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7. Drying of laundry items

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building.

8. Cleaning windows and doors

8.1 An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property if those windows and doors can be safely accessed by the owner or occupier from within his or her own lot.

8.2 The Owners Corporation is responsible for the cleaning of all other glass.

9. Garbage disposal

9.1 This by-law is subject to the provisions of the Community Management Statement.

9.2 The strata scheme has shared receptacles for garbage, recyclable material or waste. Owners or occupiers must:

(a) ensure that before refuse, recyclable materials or waste are placed in the receptacles, refuse is securely wrapped and in the case of recyclable material or waste, the material is separated and prepared in accordance with the applicable recycling guidelines; and

(b) promptly remove any thing which the owner or occupier may have dropped or spilled in the receptacle area and must clean up all spillage.

9.3 The Original Owner is required, by its Development Consent to enter into a garbage and waste removal contract with an appropriate contractor or contractors and to assign or novate any contract/s to the Owners Corporation. The Owners Corporation must accept the assignment or novation (as the case may be) of any contract and, in compliance with the Development Consent, must maintain appropriate garbage removal contracts throughout the life of the strata scheme. The cost of any contract/s must be shared between the lots on a unit entitlement basis.

10. Appearance of lot

10.1 The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

10.2 By-law 7 prohibits the hanging of any washing, towel, bedding, clothing or other article and is not in any way modified by this by-law.

10.3 In particular, owners and occupiers must comply with the rules regarding signage contained in the Strata Management Statement; the requirements of all competent authorities and these by-laws.

11. Balconies and screens etc

11.1 Balconies within the Building are not to be enclosed by any screens, blinds, wind-breaks, awnings, wind or sunscreens or similar structures located on or within the balcony areas or fixed to the outside face of the balconies/doors/windows without the written consent of the Owners Corporation *and* the Council. This by-law is imposed as a condition of the Development Consent for the Building. Therefore it cannot be repealed or modified without the consent of the Council. This condition excludes any screens or shutters installed by the Original Owner under the Development Consent.

11.2 An owner or occupier must keep all internal gardens and balconies clean, tidy and well maintained.

11.3 If there are planter boxes on or within a balcony of a lot an owner or occupier must:

- (a) properly maintain the soil in the planter boxes; and
- (b) when watering the plants or soil make sure that the water does not go on to common property or another lot.

12. Curtains and window treatments

(a) Any curtain, blind, shutter or other treatment in a window or door, which faces public or common areas, must have a backing coloured white.

(b) No glass window or door which faces public or common areas or which leads to a balcony that faces public or common areas may be treated with window tinting or any other similar treatment.

13. Air conditioning in the Building

13.1 Where air conditioning has been installed in a lot by the Original Owner, the Owners Corporation owns the Air Conditioning Equipment installed and located on the roof of the Building and on or in the other common areas and connected to or within any lot.

13.2 The Owners Corporation:

- (a) must maintain replace or repair the Air Conditioning Equipment as necessary;

(b) bears the sole responsibility of insuring the Air Conditioning Equipment;

(c) must comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment; and

(d) must repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

13.3 Owners are solely responsible for the cost of changing filters.

13.4 The Owners Corporation must enter into a service agreement with a reputable company for the servicing, maintenance and repair of the Air Conditioning Equipment. The cost of insurance and servicing of the Air Conditioning Equipment will be included in the Building budget and covered by strata levies.

13.5 Air conditioning is to be individually metered to each lot and lot owners individually bear power costs according to their level of usage of the air conditioning.

14. Hot water systems

14.1 The owner of each lot has a special privilege to connect to and use the common property hot water system.

14.2 The Owners Corporation must operate, maintain, repair and replace the hot water system.

14.3 The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.

15. Lifts within lots

15.1 The servicing, repair, maintenance or replacement of any lift that is contained within a lot in the Building is the sole responsibility of the owner of that lot. Those owners must keep any lift within their lot properly maintained and serviced at all times.

15.2 Any owner in breach of this by-law is responsible for any damage to his or her lot, or any other lot or common property caused by his or her failure or neglect.

16. Swimming pools within lots

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

16.2 Any owner in breach of this by-law is responsible for any damage to his or her lot, or any other lot or common property caused by his or her failure or neglect.

17. Furniture and possessions on balconies and roof top terraces

17.1 Owners and occupiers of roof top terraces must not install umbrellas, shade structures or any other devices that protrude above the rooftop ridgeline. This by-law is imposed as a condition of the Development Consent for the Building. Therefore, it cannot be repealed or modified without the consent of the Council. This condition excludes any screens or shutters installed by the Original Owner under the Development Consent.

17.2 Owners and occupiers of Lots must ensure that any furniture, possessions and other items on balconies and roof top terraces are secured or safely stored in order to prevent any item from blowing away or falling from the balcony or terrace. Without limitation:

- (a) any umbrellas must be weighted at the base;
- (b) umbrellas must never be left up when balcony or terrace is not in use or in high winds; and
- (c) all portable items (towels, toys, utensils) should be removed from balcony or stored securely when the balcony or terrace is not in use.

17.3 Owner and occupiers are responsible for any damage or loss occasioned by items falling from their balconies or terraces.

18. Installation of audio/audio visual equipment/other fixtures/fittings to inter lot walls and ceilings

18.1 Owners and occupiers must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment or other fixtures or fittings to the inter lot wall, boundary wall or ceiling of a lot.

18.2 The Owners Corporation must consent to the proposed installation or attachment if the owner or occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity of the wall and ceilings will not be compromised by the proposed installation.

19. Building Works – (by-law 19 repealed and replaced - EGM 22.11.12)

19.1 In this by-law the following terms are defined as follows:

“Authority” means any government agency or any statutory, public or other authority including the Council, having power to grant development consent or approval to building works.

“Building work” means alteration, addition, removal, repair and/or replacement of any part of a lot or fixture in a lot that affects or is affixed to common property.

19.2 An owner of a lot must not undertake building work without approval of the Owners Corporation.

19.3 An owner of a lot proposing to carry out building work must apply to the Owners Corporation in writing for approval to carry out the work and include in the application:

- (a) details of the nature of the work including plans, drawings and specifications;
- (b) details of the builder/contractor carrying out the work including name, address, telephone number and licence number (if applicable); and
- (c) details of the proposed date for commencement and completion of the work.

19.4 In determining whether to approve the building work, the Owners Corporation may:

- (a) require the lot owner to submit further information including further plans, drawings, specifications or reports;
- (b) waive any requirement for detailed plans and specifications;
- (c) require the lot owner to provide a report or certification from a suitably qualified consultant confirming that the proposed building work will not impact on the structural integrity of the building;
- (d) if reasonable, and in its discretion, appoint a consultant to review any material or information supplied by the lot owner and to make recommendations, such appointment and the fees for appointment and report to be paid for by the owner; and
- (e) approve the works unconditionally or subject to such reasonable conditions as it thinks fit including a condition for the provision of a bond for repair or cleaning of the common property.

19.5 An owner of a lot must not commence or carry out building works unless:

- (a) the Owners Corporation has given approval in writing to the building work;
- (b) all necessary consents and approvals from the relevant Authority have been obtained and a copy provided to the Owners Corporation;
- (c) all relevant insurances have been obtained and copies of the policy and certificate of currency have been provided to the Owners Corporation.

19.6 An owner of a lot when carrying out building work must:

- (a) comply with the conditions of approval imposed by the Owners Corporation;
- (b) comply with the requirements of the relevant Authority and any approval or consent granted by that Authority;
- (c) ensure the work is carried out in a proper and workmanlike manner;
- (d) use only qualified and, where appropriate, licensed tradesmen;
- (e) ensure the work is carried out without undue delay;
- (f) ensure no materials, tools, rubbish or debris are left on the common property;

- (g) ensure the work causes as little disturbance as practicable to owners and occupiers of any other lot;
- (h) ensure the work does not cause unnecessary noise or interfere with the peaceful enjoyment of an owner or occupier of any other lot;
- (i) ensure no damage is done to service lines or services installed in the building or if any such damage is done, immediately make good that damage at their own cost;
- (j) ensure no damage is done to the property of any other lot owner, or if any such damage is done, immediately make good that damage;
- (k) unless otherwise permitted by conditions imposed by the Owners Corporation, carry out the work only between the hours of 8.00 am and 5.00 pm Monday to Friday and 9.00 am and 1.00 pm on Saturday. No building work is to be carried out on Sundays or public holidays;
- (l) transport all materials, equipment, debris and waste materials arising from the works through common property as directed by the Owners Corporation or the building manager;
- (m) take all necessary precautions to protect all areas of the Building from damage when carrying out the work;

19.6 On completion of the building work, the owner of the lot in which the building work has been carried out must:

- (a) ensure all rubbish and debris caused by the building work is removed from the building and environs and the common property is left clean and tidy;
- (b) if required by the Owners Corporation, provide the Owners Corporation with a set of "as-built" drawings and specifications;
- (c) if required by the Owners Corporation, provide a letter from a suitably qualified consultant certifying that the completed building work does not interfere with the structural integrity of the Building or common property and has been completed in accordance with the approved plans and specifications and other documentation.

19.7 An owner of a lot in which building work has been carried out is liable for any damage caused by the building work to common property or any other lot and must:

- (a) indemnify the Owners Corporation for any loss or damage caused to any part of the common property as a result of the building work and immediately make good that damage; and
- (b) indemnify the owner of any other lot damaged as a result of the building work and immediately make good that damage.

19.8 Any approval granted pursuant to this by-law:

- (a) does not give an owner any special privilege in respect of common property to perform works to and on common property in accordance with section 52 of the Management Act;
- (b) does not give an owner a right of exclusive use of parts of the common property occupied by works in accordance with section 52 of the Management Act.

19.9 An owner who has carried out building work must permit the Owners Corporation and/or its servants and agents to enter the lot to inspect the building work if required (acting reasonably); such permission to lapse once the Owners Corporation is satisfied that the building work complies with the conditions of this by-law.

19.10 If an owner of a lot who has carried out building work fails to comply with an obligation imposed by this by-law or any condition of approval imposed by the Owners Corporation, the Owners Corporation may at its discretion:

- (a) perform any obligation which an owner has failed to perform within a reasonable time after written notice of its intention has been given by the Owners Corporation;
- (b) enter any part of the lot to exercise its rights under this by-law;
- (c) recover the costs incurred by the Owners Corporation in exercising its rights under this by-law as a debt due and owing by the owner of the lot, together with interest on any moneys due and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 20% per annum and calculated from the date of the invoice until payment is made.

19.11 Nothing in this by-law should be construed as authorising any owner to change the use of the owner's lot.

19.12 The owner acknowledges that it is condition of this by-law that any bond will be:

- (a) applied:
 - i. towards the costs of rectification of damage caused to common property by the building work or associated activities; and/or
 - ii. if necessary, towards the costs of engaging consultants as contemplated in this by-law; and
- (b) refunded to the relevant owner (less the amount applied in accordance with this clause 19.12) within a reasonable time of completion of the building work."

20. Structural Support in the Building

20.1 An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

20.2 If the Owners Corporation grants its consent to a proposed alteration contemplated in this by-law, such consent will be subject to a special privilege by-law (to be supplied by the applicant owner at that owner's cost) being passed at a general meeting.

~~**21. Change in use of a lot to be notified**~~ – (repealed - EGM 22.11.12)

22. Storage of inflammable liquids and other substances and materials

22.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

22.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

23. Security keys

23.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

23.2 The Owners Corporation must make Security Keys available to:

- (a) Owners; and
- (b) persons authorised by the Owners Corporation

23.3 The Security Keys provided to persons under by-law 23.2 need only provide access to the parts of the Building which those persons are entitled to access.

23.4 The Owners Corporation may charge a reasonable fee for a Security Key required by an owner of a lot.

23.5 An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the owner or the Owners Corporation.

23.6 A person to whom a Security Key is made available must:

- (a) must not duplicate or copy the Security Key
- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

CARPARKS

24. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation. Without limitation, this includes visitor parking and loading docks.

25. Use of Car Parking Spaces

25.1 On-site car parking spaces, except for service vehicles (ie the loading dock) and visitors must only be used by occupants of the Building. Owners and occupiers are not permitted to lease, licence or transfer ownership of any car parking space to any person other than an occupant of the Building. This by-law is imposed as a condition of the Development Consent for the Building. Therefore, it cannot be repealed or modified without the consent of the Council.

25.2 An owner or occupier of a lot may not use any power point located within the car parking space attached to his or her lot (if any) to power any electrical equipment on a continuing basis. These power sources may only be used by owner or occupiers for small appliances and on a short-term basis.

25.3 The Owners Corporation has the right to use any power source located within a lot provided that use complies with the restrictions imposed by by-law 25.2.

25.4 The Owners Corporation has the right to disconnect any power source used by an owner or occupier in contravention of by-law 25.2.

26. Visitor parking

26.1 Owners or occupiers must not park cars in designated visitor parking spaces or in loading docks. Visitor car parking spaces can only be used by Permitted Persons for a period of up to 24 hours or such other period as determined by the Owners Corporation in consultation with Stonecutters, Silk and Knox on Bowman.

26.2 The visitor car parking spaces on Level B5 of the Building can only be used by Permitted Persons who are on the parcel with the express or implied consent of the Owners Corporation or an owner or occupier of either Sugar Dock or Silk.

26.3 The visitor car parking spaces on Level B1 of the Building can only be used by Permitted Persons who are on the parcel with the express or implied consent of the Owners Corporation or an owner or occupier of either Sugar Dock, Stonecutters or Knox on Bowman.

27. Use of Car Wash Bays

27.1 Owners or occupiers may use the Car Wash Bay only for the purpose of washing motor vehicles, bicycles, trailers, boats and animals permitted under by-law 4.

27.2 When using the Car Wash Bay, an owner or occupier must:

- (a) not unreasonably obstruct the use of the Car Wash Bay by other owners and occupiers;
- (b) not leave his or her car parked in the Car Wash Bay for any longer than is reasonably necessary for washing the car or boat;
- (c) turn off all taps used; and
- (d) leave the Car Wash Bay clean and tidy.

27.3 In addition to its powers under the Management Act, the Owner Corporation has the power to appoint another person to perform its functions under this by-law. If the Owners Corporation takes this step, owner and occupiers must comply with the directions of that appointed person.

28. Storage of Bicycles

An owner or occupier must not:

- (a) permit any bicycle to be stored in the common property except in the designated areas; nor
- (b) permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the Owners Corporation from time to time.

COMMON PROPERTY & BEHAVIOUR ON COMMON PROPERTY

29. Obstruction of common property

- (a) An owner or occupier of a lot must not obstruct lawful use of common property by any person.
- (b) Owners and occupiers must not place furniture, store personal effects or affix decoration to doors (for example in corridors adjacent to lots on Common Property). This is because they may be a fire hazard and may impede emergency evacuation.

30. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of situated on common property; or
- (b) use for his or her own purposes as a garden any portion of the common property.

31. Damage to common property

31.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.

31.2 An approval given by the Owners Corporation under by-law 31.1 cannot authorise any additions to the common property.

31.3 All main entrance doors to lots are fire rated. Fire regulations forbid installation of security screen doors to these main entrance doors.

31.4 This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

31.5 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.

31.6 Despite section 62, the owner of lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 31.3 that forms part of the common property and that services the lot; and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 31.3 that forms part of the common property and that services the lot.

32. Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common property.

33. Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

34. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

35. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

36. Notice board

The Owners Corporation must cause a notice board to be affixed to some part of the common property.

37. Lifts on common property within the Building

37.1 The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all building lifts installed within common property within the Building (the Service Contract). The Service Contract must require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.

37.2 The cost of the Service Contract for the building lifts is payable by all lot owners on a unit entitlement basis.

37.3 Owners and occupiers must:

- (a) not allow children to operate any lifts; and
- (b) obey the instructions regarding use an operation of lifts issued from time to time by the Executive Committee; and
- (c) take all reasonable steps to ensure that any invitees to or occupiers of their lots are aware of the requirements of and comply with this by-law.

38. Recreational Facilities

38.1 Owners and occupiers must comply with clause 21 of the Strata Management Statement as it may be amended from time to time. The provisions of clause 21 of the Strata Management Statement as at the date of the registration of these by-laws are set out in the following subparagraphs.

38.2 Only the owners and occupiers of Sugar Dock and Silk can use the Recreational Facilities.

38.3 All costs in relation to the use, operation, maintenance and repair of the Recreational Facilities must be borne by Silk and Sugar Dock as set out in Schedule 1 of the Strata Management Statement.

38.4 The following conditions apply to the use of the Recreational Facilities by occupiers of Silk and Sugar Dock:

- (a) the Recreational Facilities may only be used between the hours of 6.00 am and 9.00 pm or other hours nominated from time to time by the Building Management Committee;
- (b) children under the age of 15 years may only use the Recreational Facilities when accompanied and supervised by an adult;
- (c) glass objects, drinking glasses, food and sharp objects are not permitted in the Stage 3 and Stage 4 Pool Area;
- (d) no plant or equipment can be interfered with, operated or adjusted, except with the approval of the Building Management Committee;
- (e) all users must carry a towel and be appropriately dressed when passing through common property;
- (f) non-resident owners are prohibited from using the Recreational Facilities;
- (g) a person using the Recreational Facilities with the express or implied consent of an occupier, may use the Recreational Facilities provided they comply with any rules about their use.

38.5 The Executive Committee of Silk and Sugar Dock can jointly make rules for the use of the Recreational Facilities, including specifying hours of use and making bookings for use.

39. Bathroom facilities within the common property

These are provided for use in connection with use of the Recreational Facilities and must not be used for any other purpose.

40. Access to services and plant and equipment rooms

40.1 S.65 of the Management Act gives power to the Owners Corporation, its agents, employees or contractors, power to enter on any part of the parcel for the purpose of carrying out work required to be carried out by the Owners Corporation under the Management Act or by an order made under the Management Act or required by any public authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under s.65.

40.2 Owners and occupiers of lots must allow access to the Owners Corporation, its agents, employees or contractors access to their lots for the purpose of carrying out any necessary works or servicing of the building or its services, even when access to any plant, equipment or services is via that owner or occupier's lot. The Owners Corporation, via the Executive Committee or the Strata Manager must, except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

40.3 Without limitation to this by-law, the owners and occupiers for the time being of lots 11, 12, 13, 15, 127, 128, 129 and 130 must allow access to the Owners Corporation, its agents, employees or contractors to the rooftop terrace areas of their lots for the purpose of carrying out building maintenance and window cleaning to other parts of the Building. Davit points may be located within these lots for the purpose of lowering window cleaning equipment down the outside of the Building. The Owners Corporation, via the Executive Committee or Strata Manager must, except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

41. Rooftop louver systems – Exclusive use by-law

41.1 In this by-law, **System** means the common property automated louver system that forms a roof over part of the rooftop terraces of lots 127, 128, 129 and 130 and includes all wiring, switching, machinery, plant and equipment that services each System.

41.2 The owner of the time being of each of lots 127, 128, 129 and 130 (**Owner**) has exclusive use and enjoyment of that part of the System located within his or her lot.

41.3 Subject to by-law 41.4, each Owner is solely responsible for the cleaning, repair, maintenance and replacement of the System forming part of his or her lot.

41.4 The louver panel that covers the joint boundary of lots 127 and 128 and the louver panel that covers the joint boundary of lots 129 and 130 (the **Boundary Louver**) must be treated as follows:

- (a) each of these Boundary Louvers is fixed open to allow sunlight and moisture onto the various planter boxes located beneath (and within the relevant lot).
- (b) cleaning, repair, maintenance and replacement of the Boundary Louvers must be shared equally by the owners for the time being of the relevant lots.

42. Rules

42.1 The Owners Corporation may make, amend and at any time add to rules for the control, management, operation, use and enjoyment of the common property and the parcel.

42.2 The rules must be consistent with these by-laws. To the extent that any rule is inconsistent with these by-laws or the requirements of any competent authority, the by-laws or requirements of the authority prevail.

42.3 The rules bind owners, occupiers and mortgagee in possession of a lot.

GENERAL

43. Other service agreements

43.1 The Original Owner may enter into other service agreements for provisions of services and/or maintenance and repair of plant and equipment within the Building, whether it does so as a requirement of the Development Consent or for the good order and management of the Building.

43.2 The Owners Corporation must accept an assignment or novation of any such service agreement and must maintain appropriate service agreements throughout the life of the strata scheme.

43.3 The cost of any service agreement is payable by all lot owners in the proportion that his or her lot bears to the total unit entitlement of lots that receive that benefit.

44. Strata Management Statement

44.1 In addition to these by-laws an owner or occupier of a lot must comply with the terms of the Strata Management Statement in respect of the Building, which will govern, among other things the use of the recreational and other Shared Facilities, security procedures for the Building and building management.

44.2 If there is a conflict between these by-laws and the Strata Management Statement, the terms of these by-laws must be amended to accord with the Strata Management Statement.

44.3 If a building manager is appointed to manage the Building or other parts of the development of which the Building forms part, owners and occupiers of lots must comply with reasonable directions of the building manager in the administration of these by-laws of the Strata Management Statement.

45. Provision of Amenities or Services

45.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the lots, or to the owners or occupiers including:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) telecommunication services; and
- (e) security services.

45.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a lot or to an owner or occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

46. Community Management Statement

46.1 Effect on the Strata Scheme

The Community Management Statement contains by-laws which affect the Strata Scheme including:

- (a) rights and obligations of owners and occupiers;
- (b) rights and obligations of the Community Association and the Owners Corporation;
- (c) the keeping of animals;
- (d) behaviour on Community Property and Common Property;
- (e) garbage collection;
- (f) carrying out building works; and
- (g) security.

46.2 Comply

An Owner or Occupier must comply with the Community Management Statement

46.3 Breach

(a) A breach of by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

(b) Nothing in these by-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Community Management Statement.

47. Architectural Standards and Landscape Standards

47.1 Who May Prescribe

Under the Community Management Statement:

(a) the Community Association may prescribe architectural standards and landscape standards in relation to the Community Scheme; and

(b) the Owners Corporation may prescribe architectural standards and landscape standards in relation to the strata scheme.

47.2 Who is bound?

Owners and occupiers must comply with architectural and landscape standards.

48. Caretaking Agreement

48.1 At the inaugural general meeting of the Owners Corporation, the Original Owner may enter into a caretaking agreement with Jacksons Landing Estate Management Pty Limited for a term commencing on the date of the inaugural general meeting and terminating on the date of the first annual general meeting.

48.2 Appointment of Manager

The Owners Corporation may, at the first annual general meeting, determine to enter into an agreement with:

- (a) Jacksons Landing Estate Management Pty Limited: or
- (b) a third party

to provide caretaking services to the Owners Corporation.

48.3 Managers Duties

The duties of any Manager appointed by the Owners Corporation may include:

- (a) the maintenance and replacement of the common property that the Community Association is not responsible for;
- (b) the control and supervision of the common property that the Community Association is not responsible for;
- (c) the provision of services to the Owners Corporation or the owners and occupiers of lots; and
- (d) anything else that the Manager indicates is necessary for the Common Property that the Community Association is not responsible for.

48.4 Exclusive Possession

In connection with the performance of the Manager's duties and in order to create a caretaker agreement under Part 4A of the Management Act, the Owners Corporation must grant any Manager appointed by it exclusive possession (whether jointly with another person or other persons) of part of the Common Property.

48.5 Term

The initial term of the agreement referred to in this by-law may be for a period of five years from the date of the first annual general meeting for the Owners Corporation.

48.6 Further agreement

The Owners Corporation may, at any time after the expiration of the initial agreement referred to in this by-law, determine to enter into further agreements with Jacksons Landing Estate Management Pty Limited to provide services to the Owners Corporation on substantially the same terms as are set out in this by-law, which agreement may be for a period of up to 5 years.

48.7 Remuneration

If the Owners Corporation determines to enter into a further agreement with Jacksons Landing Estate Management Pty Limited the Manager's remuneration will be an amount equivalent to 15% of the amount representing the actual cost of carrying out the duties set out in the agreement.

48.8 Any remuneration payable to the Manager is exclusive of the cost to the manager of carrying out or procuring the carrying out of the services set out in the agreement.

48.9 Any costs incurred by the Manager in carrying out or procuring the carrying out of the services set out in the agreement are payable by the Owners Corporation.

49. Developers Rights

49.1 Restricted Use Rights

To enable the developer to carry out Development Activities on the Community Parcel, the Owners Corporation grants the Developer restricted use rights in accordance with clause 54 of the Community Land Management Act 1989 over the Common Property on the terms of this by-law.

49.2 End of Restricted use rights

Restricted use of the Common Property ceases when the Developer serves a notice on the Owners Corporation informing the Owners Corporation that the Development Activities requiring the use of the Common Property have been completed.

49.3 Despite by-law 49.2, restricted use of the Common Property ceases when the Developer is no longer the registered proprietor of any community development lot.

Developer's obligations

49.4 The Developer must:

(a) repair any damage to the Common Property as soon as practicable after the damage occurs; and

(b) keep interference with the use of the Common Property by the Owners Corporation and Occupiers to a minimum so far as is consistent with the Development Activities.

49.5 Levies

There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law.

50. Service of documents on owner by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

DICTIONARY

Unless a contrary intention appears, defined terms have the same meaning as in the Strata Management Statement and the Community Management Statement.

Air Conditioning Equipment means an air conditioner inside a lot or on the roof of the Building and includes air conditioning plant and equipment; pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment, but excludes filters.

Building means the building at 4 Distillery Drive, Pyrmont (**Tower**) and 25 Bowman Street, Pyrmont (**Terraces**), comprising a residential apartment building with basement car parking, known as "Sugar Dock".

Car Wash Bays means the designated areas within the basement of the Building.

Council means the Council of the City of Sydney.

Development Consent means the development consent No. 241-07-04 or any modification of that consent.

Knox on Bowman means the building located on the corner of Bowman and Tambua Streets, Pyrmont (Strata Plan 76418) and referred to in the Strata Management Statement and other documents as the Stage 1 building.

Management Act means the Strata Schemes Management Act, 1996 as amended.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for the Building.

Permitted Person means a person on the parcel with the express or implied consent of the Owners Corporation or an owner or occupier.

Recreational Facilities means the gymnasium, swimming pool and steam room constructed within Sugar Dock (variously referred to in the Strata Management Statement as the Stage 3 and Stage 4 facilities).

Stonecutters means the building at No. 5 Tambua Street, Pyrmont (Strata Plan 82306) and referred to in the Strata Management Statement and other documents as the Stage 2 building.

Strata Management Statement means the strata management statement registered with Strata Plan 76418.

Silk means the building to be constructed on Distillery Hill (referred to in the Strata Management Statement and other documents as the Stage 4 building).

Sugar Dock means the Building

Terrace means the part of the Building constructed at 25 Bowman Street, Pyrmont.

Tower means the part of the Building constructed at 4 Distillery Drive, Pyrmont.

STRATA PLAN 84689

STRATA SCHEME BY-LAWS FILED WITH THE PLAN

REGISTERED DEALINGS

| DEALING NO. | DATE OF MEETING | BY-LAW NO. | DESCRIPTION |
|-------------|-----------------|---|---|
| AH509974 | 22 Nov 2012 | Amend heading Amend 1 Amend 2 Amend 3 Amend 4 Amend 13 Amend 20 Amend 26 Amend 27 Amend 29 Amend 31 Amend dictionary Repeal 21 Repeal 19 Add 19 Add 50 | Residential use Leasing of residential units Floor coverings Keeping of animals Air conditioning in the building Structural support in the building Visitor parking Use of car wash bays Obstruction of common property Damage to common property Change in use of lot to be notified Building works Service of documents on owner of lot by OC |
| | | | |