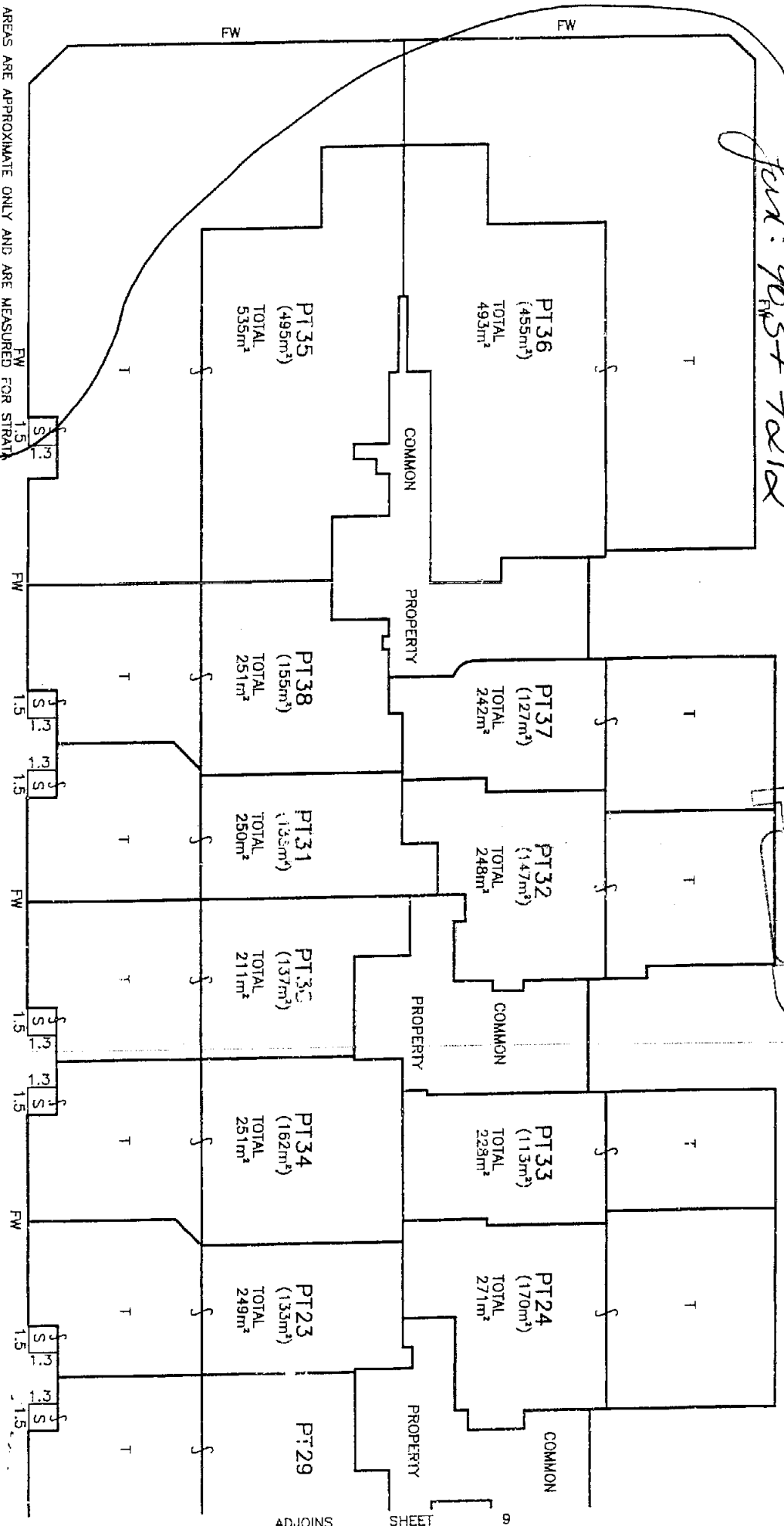


*Att: Stephen Bradley
 Fax: 9037 7212*

PAKED

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AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY.
 FOR CLARITY, NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.
 THE STRATUM OF THE TERRACES AND STAIRS EXTENDS TO 2.7 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE RESPECTIVE TERRACE EXCEPT WHERE COVERED.
 TILING, BATTENS AND STAIRS TO TERRACES IS COMMON PROPERTY.

LEVEL 1
 Paul Robb

FW - DENOTES FACE OF CONCRETE WHARF
 T - DENOTES TERRACE
 S - DENOTES STAIRS

Reduction Ratio 1 : 200

ALL LINES ARE AT RIGHT ANGLES AND ARE THE PROLONGATION OF LINES OF FACES OF WALLS UNLESS OTHERWISE SHOWN.
 Lengths are in metres.

97JOBS\970606-WALSH.BAV\000122-PIER.6-7\PIER6-7\LEVEL-1.DWG
 Registered Surveyor
 Paul Robb
 Authorised Deputy General Manager / Registered Certifier

SURVEYOR'S REFERENCE : 000122 P6/7 SP

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Approved Form 27

By Laws

Instrument setting out the terms of By Laws to be created upon registration of the strata plan

Please list the number and details of all By Laws intended to be created

See attached Sheets 1 - 29 for By Laws contained in Part 1 to Part 12 inclusive.

Signed for and on behalf of)
Waterways Authority by its)
duly authorised delegate who)
has no notice of revocation of)
the delegation in the presence of:)

.....
Signature/ seal of original proprietor/ agent

.....
Signature of witness

John Stunday 11/207 Kent St Sydney
Name, address and occupation of witness
Manager, Parks & Projects

NB. Signatures and consents as required by s.16(1) Strata Schemes (Freehold Development) Act 1973 should be added to this form (ie. the same parties that signed and/or consented to the Strata Plan)

+.....Council has consented to the By Laws set out in this instrument

.....
*General Manager/ Authorised Person

+ The consent of the Council to the above-mentioned By Laws is optional

* Strike out whichever is inapplicable.

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PIER 6/7, WALSH BAY

BY LAWS

PART 1. PARTIES BOUND

1.1 Parties Bound

The parties who must comply with these By Laws are:

- (a) the Owners Corporation;
- (b) each Owner; and
- (c) each Occupier.

1.2 Compliance

A person who must comply with these By Laws must not do anything to prevent any other person from complying with these By Laws.

PART 2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these By Laws unless the context otherwise requires:

"Act" means the Strata Schemes Management Act 1996.

"Adjoining Area" means the building and improvements on the land adjoining the Building and comprising the Shore Apartments 6/7 Strata Scheme.

"Architectural Code" means the code concerning the architectural standards and landscape standards attached to the Strata Management Statement, as amended from time to time under that statement.

"Association" means the Walsh Bay Precinct Association Incorporated or similar body created or to be created on or prior to the date being the earliest of the respective registration dates of a strata plan creating Shore Apartments 6/7, Shore Apartments 8/9 Strata Scheme or the Strata Scheme.

"Association Regulations" means the rules of the Association which each Owner and Occupier must follow when in the Walsh Bay Precinct or when carrying out activities in the Walsh Bay Precinct and which form part of the PMA, as amended from time to time.

"Building" means Lots 1 – 141 inclusive in the Strata Plan and the adjacent Common Property being the building erected known as Pier 6/7, 19 Hickson Road, Walsh Bay.

"By Laws" means the By Laws created under this document as amended, added to or repealed from time to time.

"Common Property" means all areas of the Strata Scheme which are not part of a Lot.

"Common Property Lease" means a lease from WA to the Owners Corporation with respect to the Common Property.

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"Council" means the Council of the City of Sydney.

"Exclusive Use Area A" means the outdoor seating area referred to in clause 9.6.

"Exclusive Use Area B" means the area containing the Swimming Pool referred to in clause 11.2.

"Exclusive Use Area C" means the area containing walls and doors referred to in clause 11.5.

"Exclusive Use Area X" means the shopfront of the Retail Lot installed on the Common Property referred to in clause 9.6 and comprising the external face of the shopfront which faces the Promenade through to and including the internal face of the shopfront.

"Executive Committee" means the Executive Committee of the Owners Corporation.

"External Louvres Operating System" means the Motor, external louvres, operating system which opens and close the external louvres and ancillary parts which comprise the overall external louvres system to the Lot.

"External Works" means:

- (a) any construction, alteration, renewal, refurbishment or change to the exterior of any building or other improvement in the Walsh Bay Precinct which may be visible from the exterior of the Building; and
- (b) a material change to any landscaping in the Walsh Bay Precinct.

"Financial Member" means a member of the Association who is not in arrears with levies levied by the Association on that member.

"Fire Service Deed" is a deed referred to in the Strata Management Statement and in clause 8.5(c) of these By Laws.

"Government Agency" is a governmental or semi-governmental administrative fiscal or judicial department or entity.

"Lease" means a lease from WA for a term of 99 years with respect to a Lot.

"Lot" means a lot within the Strata Scheme.

"Moorings Owners Corporation" means, the owners corporation of Moorings Strata Scheme.

"Moorings Strata Scheme" means the strata scheme to be created under the Strata Leasehold Act on registration of a strata subdivision of the land comprised in Lot 63 in DP1048377.

"Motor" means the actuators including all operational and safety facilities associated with the opening and closing of the external louvres to the Lot.

"Occupier" means a lessee, licensee, occupier or mortgagee in possession of a Lot.

"Owner" means:

- (a) the registered proprietor for the time being of the 99 year leasehold interest in a Lot; or

- (b) if the Lot is subdivided or re-subdivided, the registered proprietor for the time being of the leasehold interest in the new lot.

"Owners Corporation" has the meaning given to it in the Act.

"PMA" means the Precinct Management Agreement entered into or to be entered into.

"Prohibited Use" is:

- (a) brothels;
- (b) taverns;
- (c) licensed clubs; and
- (d) multi-purpose youth centres including drop in centres.

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"Promenade" means the promenade and breezeways within the Strata Scheme which are adjacent to the foreshore.

"Residential Lot" means each of Lots 1 to 140 inclusive in the Strata Plan which is capable of being used as a residential apartment but excluding the areas of those Lots used for car parking or storage and **"Residential Lots"** means all of them as the context requires.

"Retail Lot" means Lot 141 in the Strata Plan.

"Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communications systems in the Building.

"Services Manager" is the party providing services to the Owners Corporation in accordance with the services contract referred to in By Law 12.

"Shared Accessway" means the common areas of the basement car park within the Adjoining Area which is burdened by an easement for access in favour of the Owners Corporation.

"Shore 6/7 Owners Corporation" means the owners corporation of the Shore 6/7 Strata Scheme.

"Shore Apartments 6/7 Strata Scheme" means the leasehold strata scheme no. 69546 to be created under the Strata Leasehold Act on registration of a strata plan with respect to the land comprised in Lot 61 in DP1048377.

"Shore Apartments 8/9 Common Property" means all areas of Shore Apartments 8/9 which are not constituted in a lot in that strata scheme.

"Shore Apartments 8/9 Owners Corporation" means the owners corporation of Shore Apartments 8/9 Strata Scheme.

"Shore Apartments 8/9 Strata Scheme" means the strata scheme to be created under the Strata Leasehold Act, on registration of a strata plan with respect to the land comprised in Lot 64 in DP 1048377.

"Strata Leasehold Act" means the Strata Schemes (Leasehold Development) Act 1986.

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"Strata Management Statement" is the strata management statement registered with the strata plan for Shore Apartments 6/7 Strata Scheme and includes the Architectural Code.

"Strata Manager" is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent.

"Strata Plan" means strata plan registered number SP 69906.

"Strata Scheme" is the strata scheme constituted on registration of the Strata Plan.

"Swimming Pool" means that part of the Common Property on which is situated a gymnasium, swimming pool, spa, sauna, toilets and associated change rooms.

"WA" means Waterways Authority or its successors in title permitted under clause 8.2 of the Common Property Lease.

"Walsh Bay Precinct" means the whole of the area known as Walsh Bay, Sydney.

2.2 Interpretation

In these By Laws unless the context otherwise requires:

- (a) a reference to a person includes an individual, firm, corporation, incorporated association, joint venture and an authority;
- (b) a reference to a person includes a reference to that person's executors, administrators, successors in title and assigns;
- (c) a reference to a thing includes the whole or each part of it;
- (d) where a person bound consists of 2 or more persons, these By Laws benefit and bind them jointly and severally;
- (e) the singular includes the plural and vice versa;
- (f) if a period of time is specified and commences from a given day or the day of an act or event, it must be calculated exclusive of that day;
- (g) a document includes any variation or replacement of it;
- (h) a reference to time is a reference to Sydney time;
- (i) a law ordinance or code includes regulations and other instruments under it and consolidations amendments re-enactments or replacements of them;
- (j) **"include"** or **"including"** when introducing an example or list of things, does not limit the example or list to the example or list used or referred to; and
- (k) headings are only used for convenience and do not affect interpretation.

2.3 Performance of Obligations

If a party is required to perform or observe any obligation or the terms of a document, it must do so:

- (a) in a timely fashion; and
- (b) at its own cost and expense

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unless otherwise specified.

PART 3. LAWS AND INSTRUMENTS

3.1 Owners Corporation Additional Rules

- (a) The Owners Corporation may from time to time make rules (or add to or change those rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
- (b) Each Owner and Occupier must comply with those rules.
- (c) The Owners Corporation must:
 - (i) at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme as a mixed use scheme comprising both a Retail Lot and the Residential Lots;
 - (ii) not do or permit anything to be done that may unfairly inhibit or prejudice the proper management and operation of any lawful retail business or other approved business use of the Retail Lot; and
 - (iii) ensure that any rules or changes to rules or these By Laws are consistent with the nature of the Building as a mixed use building containing up-market residential apartments with one up-market and high quality retail area and with an active public Promenade.

3.2 Compliance with these By Laws

Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these By Laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

3.3 Compliance with Laws

Each Owner and Occupier must perform and observe all laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

3.4 Covenants and Easements

Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

3.5 Leases

- (a) Each Owner must perform and observe the provisions of the relevant Lease for the Owner's Lot.
- (b) The Owners Corporation must perform and observe the provisions of the Common Property Lease. The Owners Corporation is empowered to do all things necessary to

enable it to comply with the provisions of the Common Property Lease or to do any thing, matter or act in connection with the Common Property Lease.

3.6 Strata Management Statement

Each Owner and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.

3.7 Precinct Management Agreement

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- (a) The Owners Corporation must:
- (i) execute the PMA in the form approved by WA within 21 days of being required to do so by Walsh Bay Finance Pty Limited;
 - (ii) become a member of the Association and thereafter remain a Financial Member of the Association at all times;
 - (iii) after commencement of the PMA perform and observe the PMA, including the Association Regulations;
 - (iv) after commencement of the PMA, nominate a nominee of the Owners Corporation by ordinary resolution to represent the Owners Corporation at general meetings of the Association; and
 - (v) state the manner in which the nominee of the Owners Corporation is to vote on each item of business to be considered at any meeting of the Association or the Association committee.
- (b) After commencement of the PMA, each Owner must at each Owner's expense and in a timely fashion perform and observe the Association Regulations when in the Walsh Bay Precinct.
- (c) After commencement of the PMA, each Owner must:
- (i) procure any Occupier authorised by the Owner and any invitees at their own expense and in a timely fashion to perform and observe the Association Regulations when in the Walsh Bay Precinct; and
 - (ii) not vote for or against any motion or do anything the passing of which would prevent, curtail or inhibit the carrying out by the Owners Corporation of its obligations and responsibilities under the PMA.
- (d) To the extent permitted by law, the Owners Corporation may only make or amend these By Laws and rules if they enhance and do not conflict with the PMA.
- (e) The Owners Corporation may be authorised by ordinary resolution of the Owners Corporation to:
- (i) require its nominee to the Association to vote in a particular way at any meeting of the Association;
 - (ii) requisition a special general meeting of the Association;
 - (iii) second a motion by or candidacy for election of another member of the Association; and

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- (iv) vote that its nominee stands for election to the Association committee. If elected to the Association committee, that nominee must represent the Association at Association committee meetings.
- (f) If the PMA is in the form of an umbrella agreement or other agreement binding on the Owners Corporation, even if the Association will not be incorporated, this By Law 3.7 will apply to that agreement with such changes as are necessary.

3.8 Payment of Levies

Each Owner must pay all levies and other amounts required to be paid by them pursuant to these By Laws or the provisions of the Act.

3.9 Non-compliance

The following provisions apply if an Owner or Occupier fails to comply with these By Laws:

- (a) the Owners Corporation may enforce a By Law by legal means;
- (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
- (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (ii) pay the Owners Corporation for its costs of doing the work;
- (d) the Owners Corporation may recover any money owed to it by an Owner under the By Laws or the Act as a debt; and
- (e) the powers of the Owners Corporation under this By Law are in addition to those available to it under the Act.

3.10 Alteration of these By Laws

Other than By Laws 3.1(c), 3.5, 3.6, 3.7 and 7.9(b), the Owners Corporation may add to, change or cancel these By Laws according to the Act, provided such changes are not inconsistent with the Common Property Lease.

3.11 Applications

Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

PART 4. BEHAVIOUR BY OWNERS AND OCCUPIERS

4.1 Behaviour

An Owner and Occupier must not:

- (a) make noise or behave in a way that might interfere with other Owners, Occupiers or their invitees or any other person lawfully using Common Property;
- (b) obstruct lawful use of Common Property by any person except for on a temporary and non-recurring basis;

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- (c) use language or behave in a way that might reasonably offend or embarrass another Owner, Occupier or their invitees;
- (d) when admitting visitors or invitees to the Building, permit them to remain on Common Property unsupervised except to the extent reasonably necessary for access of invitees;
- (e) do anything in their Lot or in Common Property which is illegal;
- (f) do anything which might reasonably damage the good reputation of the Building;
- (g) permit any parts of Lots which are parking areas to be used for any purpose other than for the purpose of housing motor vehicles or motor bikes;
- (h) enter and remain on Common Property without being adequately clothed;
- (i) deposit or throw any garbage on Common Property except in a receptacle or area specifically provided for that purpose;
- (j) except with the prior written consent of the Owners Corporation, damage any lawn, garden, tree, shrub, plant or flower or other landscaping works being part of or situated on Common Property; or
- (k) keep or store any item on Common Property, except where these By Laws or the Owners Corporation has designated areas of the Common Property for the keeping or storage of such items.

4.2 Children

An Owner or Occupier must not allow children in their care to:

- (a) play on Common Property without supervision by an adult; or
- (b) be in an area of Common Property that is dangerous unless supervised by an adult.

4.3 Laundry

An Owner or Occupier must not hang laundry, bedding or other articles on the balcony or terrace of a Lot or in any area which is visible from outside the Lot.

4.4 Animals

- (a) An Owner or Occupier must not without the prior written consent of the Executive Committee:
 - (i) keep any animal (except for fish kept in a secure aquarium) in their Lot or on Common Property unless it is a guide or hearing dog and the Owner or Occupier is visually or hearing impaired; or
 - (ii) allow any visitors or invitees to bring animals into the Building (excluding the Promenade) unless they are guide or hearing dogs.
- (b) The Executive Committee can approve or refuse the keeping or bringing of animals on any Lot, any part of the Common Property or the Building in its discretion and subject to any conditions it thinks fit, except that animals must always be allowed to be brought on to the Promenade if on a leash or other restraint device.

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4.5 Increasing Insurance Premiums

An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.

4.6 No Interference with Manager

An Owner or Occupier must not interfere with or stop the Strata Manager performing its duties.

PART 5. AN OWNER'S LOT AND COMMON PROPERTY

5.1 Cleaning and Maintenance of a Lot

Each Owner and Occupier must:

- (a) keep their Lot:
 - (i) clean and tidy;
 - (ii) free from rubbish; and
 - (iii) in good repair and condition;
- (b) clean glass in the windows and clean the outdoor tiles, louvres and doors of their Lot provided these items may be accessed safely;
- (c) comply with all laws relating to their Lot including any requirement, notices and orders of any Government Agency; and
- (d) properly maintain their Lot and any dedicated installation which services their Lot.

5.2 Installations

An Owner or Occupier must not:

- (a) operate electronic equipment or devices which interfere with domestic appliances in other Lots or on Common Property;
- (b) install or operate intruder alarm devices with an audible signal having a cut-off period greater than 5 minutes;
- (c) attach or hang aerials, satellite dishes or other external transmission devices, security devices or electronic wires on the exterior of their Lot or on Common Property; or
- (d) install, fit, remove or alter any peephole device, lock or other door hardware which will reduce the fire rating of the entrance door to any Lot below the rating required by the Building Code of Australia for such entrance door.

5.3 Items Visible from outside a Residential Lot

- (a) An Owner or Occupier must:
 - (i) not place or have inside a Residential Lot any screens, curtains, blinds, sunshading devices, dividing barriers or other fixtures and fittings that are visible from outside the Lot when viewed from outside the Lot, other than those items

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that are consistent with the Architectural Code. The Architectural Code sets out the colours, materials and themes that these types of items must have;

- (ii) not install bars, screens or grilles, security locks or other safety devices to the exterior of any doors, windows, balconies or terraces of a Residential Lot without the prior written consent of the Owners Corporation.

(b) The Owners Corporation:

- (i) will be entitled to require an Owner or Occupier to remove any thing, item or sign from time to time to allow regular maintenance and repair of Common Property;
- (ii) must not approve anything visible from outside a Lot that when viewed from outside the Lot is not in keeping with the rest of the Building or, in respect of the Retail Lot, is otherwise not permitted under these By Laws; and
- (iii) must have regard to any standards or requirements set out in the PMA and the Strata Management Statement in relation to items visible from outside a Residential Lot.

5.4 Outdoor Furniture and Other Items

Each Owner and Occupier must not place or maintain outdoor furniture, planter boxes, pot plants, recreational equipment or barbecues on the terrace or balcony of a Lot unless:

- (a) those items are in keeping with the Architectural Code;
- (b) any necessary consent has been obtained; and
- (c) they are in a location that will not enable children to climb over the balcony or terrace handrails or create some other safety hazard.

5.5 Floor Coverings

An Owner or Occupier of a Residential Lot must cover or treat floors in that Lot in an appropriate manner so as to inhibit the transmission of noise which might disturb other Owners or Occupiers. This By Law does not apply to parts of a Lot which were originally treated with wooden or tiled flooring or which are kitchen, laundry, lavatory or bathroom areas.

5.6 Garbage Disposal

An Owner or Occupier must:

- (a) recycle garbage according to any instructions from the Owners Corporation or a Government Agency;
- (b) if it is the Owner or Occupier of a Residential Lot, drain and securely wrap garbage in small parcels and deposit them in areas designated for use by Residential Lot Owners and Occupiers; and
- (c) comply with and observe any garbage management plan which the Owners Corporation may determine whether solely or together with any or all of the Members as that term is defined in the Strata Management Statement and the Shore 8/9 Owners Corporation.

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PART 6. BUILDING WORK (RESIDENTIAL AND RETAIL)

6.1 Building Work

- (a) Any Owner or Occupier who wants to effect building work in the Building or alter the structure of a Lot must comply with the provisions of this Part 6.
- (b) Despite any other By Law, the Owners Corporation must not approve or allow:
 - (i) works to enclose any balcony or terrace of a Residential Lot; or
 - (ii) works to the Retail Lot relating to a Prohibited Use.
- (c) Note any works proposed by the Owners Corporation itself are to be approved by the Association (where required under the PMA) and must also be in conformity with the Strata Management Statement.

6.2 Obtaining Consent

Before doing any work or alterations an Owner or Occupier must:

- (a) obtain written consent from the Owners Corporation;
- (b) if the works are External Works, request the Owners Corporation to obtain the consent of the Association to the works;
- (c) if required by law, obtain the consent of Government Agencies; and
- (d) give the Owners Corporation a detailed written description of the proposed work or alterations, including the estimated cost and details of any services which may be affected by the work or alterations.

(Association consent is only required if the works will change something in a Lot which may be visible from the exterior of the Building.)

6.3 Giving Consent to works

- (a) The Owners Corporation may not unreasonably withhold consent to any work by an Owner or Occupier if:
 - (i) the works are not inconsistent with the use of the Lot for a proposed lawful purpose;
 - (ii) the works are in compliance with:
 - (A) the Association Regulations including any architectural standards imposed by the Association; and
 - (B) the Strata Management Statement including the Architectural Code; and
 - (iii) the Owner or Occupier enters into a covenant (binding on successors, assigns or transferees) with the Owners Corporation to comply with conditions which the Owners Corporation may reasonably require including:
 - (A) a condition that the Owners Corporation or any other person does not have to re-instate;

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- (B) a condition that the works or alterations are carried out at the sole cost and expense of the Owner or Occupier; and
 - (C) an indemnity to the Owners Corporation for any damage that might be caused, including provision of a copy of the insurance policy or certificate issued in compliance with the Home Building Act if the contract value exceeds \$5,000 and involves work on a Residential Lot.
- (b) The Owners Corporation must sign any applications for the consent of all relevant Government Agencies to the works if conditions in By Laws 6.3(a)(i) and (ii), 6.3(c) and (d) are satisfied and the Owner or Occupier agrees to comply with By Law 6.3(a)(iii). This By Law is subject to By Law 6.1(b)(ii).
 - (c) If the works are External Works, the Association has approved them, and any bond required to be lodged by the Association to be held on account of any damage to Precinct Property under the PMA or Shared Facilities under the PMA has been provided.
 - (d) If an application is made under Part 6 by an Occupier, the Occupier must provide an original written consent to the proposed works from the Owner of the Lot when it makes in application to the Owners Corporation.

6.4 Carrying out Works

In carrying out any works referred to in By Law 6.1(a), an Owner or Occupier must:

- (a) comply with the requirements of the Architectural Code regarding the carrying out of works; and
- (b) ensure that all works are carried out without undue delay.

6.5 Minor Works

- (a) An Owner or Occupier may undertake minor work to the interior Common Property structures enclosing their Lot such as the hanging of pictures or the fixing of furniture to walls on the condition that no claim for repair or rectification of Common Property shall be made on the Owners Corporation in relation to these minor works.
- (b) Minor works contemplated by this By Law are not subject to the provisions of By Laws 6.2 to 6.3 inclusive, except that in carrying out such works an Owner or Occupier must comply with the requirements of the Architectural Code regarding the carrying out of works where relevant.

PART 7. COMMON PROPERTY

7.1 Common Property

An Owner or Occupier must:

- (a) only use Common Property and equipment situated there for its intended purpose;
- (b) notify the Owners Corporation if there is any damage to or a defect in Common Property or equipment situated there; and

- (c) compensate the Owners Corporation for any damage to Common Property caused by an Owner, Occupier or any of their invitees.

7.2 Damage

An Owner or Occupier must not:

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- (a) do or permit anything to be done which might cause structural or other damage to the Building or Common Property including bringing into the Building any heavy equipment, plant, machinery or vehicle;
- (b) deface or damage Common Property;
- (c) interfere with any personal property or equipment of the Owners Corporation situated in Common Property; or
- (d) interfere with the proper operation of any equipment in Common Property including lifts and security devices.

7.3 Moving Furniture and Goods

- (a) Before an Owner or Occupier moves any furniture or goods through the Building and Common Property likely to cause damage or obstruction to Common Property or to adjoining properties, it must:
 - (i) make arrangements with the Executive Committee at least 48 hours in advance;
 - (ii) move furniture and goods according to the instructions of the Executive Committee;
 - (iii) comply with any other reasonable requirements of the Executive Committee, including requirements to use protective coverings to any affected Common Property; and
 - (iv) use lifts and entrances directed to be used by the Executive Committee for the purposes of moving furniture and goods.
- (b) If the Owners Corporation has specified by resolution the manner in which furniture and goods are to be transported, an Owner or Occupier of a Lot must not transport any furniture or goods through or on Common Property except in accordance with that resolution.
- (c) In this By Law, goods include construction materials, equipment and the like.

7.4 Parking or Storage on Common Property

An Owner or Occupier must:

- (a) not park or store any vehicles or boats or other goods and belongings on Common Property or on any designated loading spaces or on any driveways or access areas and other car parking areas in the Adjoining Area; and
- (b) do all things reasonably required to ensure the Shared Accessway and common access to the areas designated for parking in the Strata Scheme and areas

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designated for car parking in the Adjoining Area are kept clear and trafficable at all times.

7.5 Restricting Access

The Owners Corporation may for security reasons or effective control and management of the Building:

- (a) close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property which are subject to an easement for public access; and
- (b) restrict by security device access to levels in the Building (excluding the Promenade) where an Owner or Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.

7.6 Traffic Management Plan

- (a) The Owners Corporation must and must ensure each Owner and Occupier observes and performs the provisions of the traffic management plan in respect of the Shared Accessway adopted under the Strata Management Statement.
- (b) The Owners Corporation may also prepare a traffic management plan about the use of the car parking areas in the Building.
- (c) The Owners Corporation may display a summary of the traffic management plan at the entrance and exit to the car parking areas of the Common Property at its discretion.
- (d) Each Owner and Occupier must observe and perform the provisions of any traffic management plan for the Building and for the Shared Accessway.
- (e) The traffic management plan for the Building may impose rules about and may cover actions in the event of:
 - (i) safety measures such as the imposition of speed limits in the car parking driveways and access areas of the Building and the Adjoining Area;
 - (ii) fire hazards to persons and property;
 - (iii) personal or vehicular accident;
 - (iv) loading and unloading of goods, furniture and equipment;
 - (v) security and the use of Security Keys to open and shut any doors or gates to the car park areas within the Building and the car parking driveway and access areas of the Adjoining Area;
 - (vi) cleaning of oil or grease marks; and
 - (vii) access to private storage areas.
- (f) Each Owner and Occupier must notify the Owners Corporation of any unusual events or suspicious persons or intruders loitering in the car parking areas of the Building or the Adjoining Area.

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7.7 Emergency Response and Evacuation Plan

- (a) The Owners Corporation must adopt an emergency response and evacuation plan within 2 months from the date these By Laws are registered.
- (b) The purpose of the emergency response and evacuation plan must provide a plan for the safety of Owners and Occupiers during an emergency including:
 - (i) an evacuation plan in the case of an emergency due to fire, explosion or other emergency;
 - (ii) provision for the appointment of a nominated person from each Occupier to ensure compliance with the emergency response and evacuation plan; and
 - (iii) set out requirements for maintenance operations, testing and certification procedures for fire and other safety equipment, where not set out in the Fire Services Deed or any associated documentation.

7.8 Anti Pollution Measures

An Owner or Occupier must not permit any pollution of navigable waters in the course of occupation or use of their Lot or the Common Property.

7.9 Promenade

- (a) The Association has responsibility under the PMA for the control, management, operation and day to day repair and maintenance of certain parts of the Common Property such as the Promenade. The Owners Corporation is responsible for all other matters in relation to those areas.
- (b) The Promenade should be available for public access at all times and nothing in these By Laws is to limit the rights of the public to free and unfettered access to the Promenade. This By Law 7.9(b) can not be amended without the prior written consent of the Waterways Authority.

PART 8. SECURITY AND FIRE CONTROL

8.1 Flammable Materials

An Owner or Occupier must not use or store:

- (a) any flammable chemical, liquid, gas or other materials on their Lot other than those chemicals, liquids, gases or materials used or intended to be used in connection with the lawful occupation of their Lot; or
- (b) any flammable chemical, liquid, gas or other material or containers for those materials on Common Property.

8.2 Security

The Owners Corporation must take reasonable steps to stop intruders coming into the Building (excluding the Promenade). In order to do so, the Owners Corporation may:

- (a) install and operate security cameras and other surveillance equipment;
- (b) install and operate safety devices and equipment;

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- (c) make arrangements with third parties about the installation, maintenance and operation of such equipment; and
- (d) enter into contractual arrangements with the Shore 6/7 Owners Corporation and the Shore 8/9 Owners Corporation and if applicable Moorings Owners Corporation for the co-ordination and management and operation of the matters referred to in By Laws 8.2(a), 8.2(b) and (c).

8.3 No Interference by Owners or Occupiers

An Owner or Occupier must:

- (a) not interfere with security or surveillance equipment in the Building or the Adjoining Area; or
- (b) do anything that might prejudice the security or safety of the Building or Adjoining Area.

8.4 Security Keys

- (a) The Owners Corporation will make available to Owners and Occupiers not less than 2 sets of Security Keys necessary to enable Owners and Occupiers to access their Lot and, for that purpose, to pass over Common Property and car parking driveway and access areas of the Adjoining Area as necessary to access their Lot.
- (b) The Owners Corporation may charge a fee for the provision of any additional Security Keys or devices.
- (c) Each Owner and Occupier must:
 - (i) exercise a high degree of caution and responsibility in making Security Keys available for use by other persons;
 - (ii) not duplicate or permit any Security Key to be duplicated;
 - (iii) take all reasonable steps to ensure that Security Keys are not lost;
 - (iv) immediately notify the Owners Corporation if a Security Key is lost, stolen or damaged; and
 - (v) pay replacement costs to the Owners Corporation for any lost, stolen or damaged security key.

8.5 Fire Control

- (a) The Owners Corporation must take all reasonable steps to prevent fires and other hazards.
- (b) The Owners Corporation and each Owner and Occupier must comply with all laws about fire safety and control and must:
 - (i) not interfere with fire safety equipment within a Lot or on Common Property or on common areas of the Adjoining Area, including painting over or otherwise interfering with any detectors installed within a Lot;

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- (ii) at all reasonable times, provide access to their Lot to the Owners Corporation (or contractors engaged by it) for the inspection, maintenance, repair or replacement of any fire safety equipment located in, or accessible only from within, the Lot;
 - (iii) not obstruct fire stairs or fire escapes in the Building or the Adjoining Area;
 - (iv) take reasonable care to make sure that fire and security doors are locked or closed when not being used; and
 - (v) otherwise comply with the provisions of the PMA regarding fire regulations.
- (c) In order to carry out the above matters and any of its other obligations, the Owners Corporation may:
- (i) install and operate fire devices and equipment;
 - (ii) make arrangements with third parties about the installation, maintenance and operation of such fire safety and control equipment which is not Shared Facility under the Strata Management Statement; and
 - (iii) enter into contractual arrangements with the Shore 6/7 Owners Corporation and the Shore 8/9 Owners Corporation for the installation, maintenance, co-ordination, management and operation of fire safety and control issues, and to obtain any annual fire safety and fire control certifications as required by any Government Agency.

8.6 Security Gates to Car Park

Owners and Occupiers of a Lot must ensure that any security doors and boom gates for any parking area in the Building and the Shared Accessway must be kept closed and locked at all times except for entry and exit.

PART 9. RETAIL LOT

9.1 Initial Fitout

The Owner of the Retail Lot must ensure that any internal fitout (and the upgrade of any services) of that Retail Lot:

- (a) is completed using high quality finishes and materials and in a proper and workmanlike manner;
- (b) has the prior written consent of the Executive Committee pursuant to By Law 6 (except where approved in writing by the original owner before registration of the Strata Plan) and any relevant Government Agency;
- (c) complies with the Architectural Code, particularly those sections of the code referring to the Retail Lot; and
- (d) complies with all relevant building codes and the requirements of any relevant Government Agency.

9.2 Signage and Lighting

- (a) Any signs or lighting for the Retail Lot must:

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- (i) not be erected or installed unless the sign or lighting is in a form satisfactory to and has firstly been approved by the Executive Committee in writing and any relevant Government Agency;
 - (ii) be in compliance with the standards and requirements set out in the Architectural Code, the PMA and the Association Regulations.
- (b) Once erected such signs and lighting must always be maintained to a high standard.

9.3 Operation of Business from the Retail Lot

The Owner or Occupier of the Retail Lot must ensure that any business operated from the Retail Lot is always conducted:

- (a) in accordance with all relevant laws and in a proper and professional manner;
- (b) in a manner and with a use that is consistent with the nature of the Building as predominantly an up market residential building with an up market and one high quality retail area and with an active public Promenade;
- (c) so as to maintain the cleanliness and good reputation of the Building, and in that regard the Owner and Occupier of the Retail Lot must:
 - (i) promptly and properly:
 - (A) dispose of any rubbish left immediately outside the Retail Lot and place such rubbish in the garbage areas designated for use by the Owner and Occupier of the Retail Lot; and
 - (B) keep any empty reusable containers within the Retail Lot, or within such areas designated for such purpose by the Owners Corporation;
 - (ii) keep any wet refuse or food or food waste within the Retail Lot in the manner required by any health regulations until the times that such garbage may be transferred the retail garbage area to Shore Apartments 6/7;
 - (iii) load and unload goods for use by the Retail Lot from the designated loading spaces in Hickson Road, in compliance with noise restrictions in By-Law 9.10;
- (d) at the times determined by the Owners Corporation (acting reasonably), such times to be between the hours of 7am and midnight (excluding Christmas Day and Easter Sunday).

In determining any matter in connection with this By Law, the Owners Corporation must act reasonably and have regard to the business and use the Retail Lot is lawfully put, subject to the provisions in By-Law 9.7(b)(i) and (ii).

9.4 Insurances

- (a) Notwithstanding By Law 4.5, if the use of the Retail Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation the Owner of the Retail Lot must pay to the Owners Corporation that increase in premium within 5 business days of notification in writing by the Owners Corporation. Provided the Owner of the relevant Retail Lot complies with this clause, it will not be in

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breach of By Law 4.5 with respect to any increase in premium arising out of the use of its Retail Lot.

- (b) The Owner of the Retail Lot must also maintain proper insurances for the exclusive use areas referred to in this Part 9 which it is required to insure, and must ensure that any such policies of insurance note the interest of the Owners Corporation in respect of the relevant Common Property.

9.5 Shopfront of the Retail Lot

If the Retail Lot Owner or Occupier does not comply with its obligations under the Architectural Code regarding the shop front, the Owners Corporation may remove any tinted glass, screens, curtains or the like installed in a shop front or clean the glass shop front of the Retail Lot as applicable and recover all the costs of carrying out such works from the Owner of the Retail Lot.

9.6 Shopfront of Retail Lot Exclusive Use and Enjoyment

- (a) The Owner and Occupier of the Retail Lot has exclusive use and enjoyment of the shopfront installed on the Common Property ("Exclusive Use Area X") and within Exclusive Use Area A but only for the purpose for which it is intended.
- (b) The Owner and Occupier of the Retail Lot is liable for all costs connected with the repair and maintenance of the shopfront situated within Exclusive Use Area X.
- (c) The Owner and Occupier of the Retail Lot must insure the shopfront for plate glass for not less than the replacement value of the plate glass.

9.7 Development Applications

- (a) The Retail Lot Owner must obtain the prior approval of the Owners Corporation for the lodgment of any development application for use of the Retail Lot with a consent authority.
- (b) The Owners Corporation consents to the lodging of any development application by an Owner or Occupier of the Retail Lot for the use of that lot for any lawful purpose so long as the use:
 - (i) is not a Prohibited Use; and
 - (ii) will not cause the Owner or Occupier to be in breach of these By Laws, the Strata Management Statement or the PMA.

9.8 Outdoor Seating

- (a) Notwithstanding any other By Law the Owner and Occupier of the Retail Lot is entitled to the exclusive use and enjoyment of the area marked (a) on the Strata Plan being "Exclusive Use Area" A for the sole purpose of outdoor seating for a restaurant and cafe (referred to in this clause 9.8 as the "permitted purpose") provided that the Retail Lot is used primarily as a restaurant or café or both.
- (b) The Owner and Occupier of the Retail Lot must ensure that all persons using the outdoor seating vacate Exclusive Use Seating Area by 11pm on any day permitted under clause 9.10. Outdoor seating is not permitted before 7.00am on any day permitted under clause 9.10.

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- (c) The Owner or Occupier of the Retail Lot:
- (i) may place furniture or other items in the Exclusive Use Seating Area, such as waiter stations, gas heaters, and the like;
 - (ii) may only place furniture or other items in the Exclusive Use Seating Area that comply with the guidelines or standards for outdoor furniture (if any) set by the Precinct Association or contained in the Association Rules, and the Architectural Code;
 - (iii) must have regard to the rights of the public to use the right of public access along the Promenade;
 - (iv) may install and use permanent services in or to Exclusive Use Seating Area such as gas for heating in those areas, provided the provisions in these By Laws regarding the carrying out of works have been complied with; and
 - (v) after close of business each day, may leave such furniture and other items within Exclusive Area A provided they are stacked in a neat and tidy manner and so as to, as much as possible, allow access to the public to some or all of the Exclusive Use Area A; and
 - (vi) may place pot plants or planter boxes, affix or install permanent screens or barriers, or other like items around the perimeter of Exclusive Use Area A, if required for safety reasons or else under any legislation to enable the Retail Lot to be used safely and in accordance with a non Prohibited Use.
- (d) The Owners Corporation may enter Exclusive Use Area A at a reasonable time on notice given to the Owner of the Retail Lot for the purpose of inspecting the area.
- (e) The Owners Corporation must continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the Exclusive Use Seating Area A.
- (f) The Owner and Occupier having the benefit of the exclusive use rights granted under this clause 9.8 must keep the Exclusive Use Seating Area A clean and tidy at all times, provided that the Owners Corporation is responsible for keeping any parts of the Exclusive Use Seating Area A clean if those areas are not used by an Owner or Occupier for the permitted purpose.
- (g) The Owner of the Retail Lot indemnifies and continues to indemnify the Owners Corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this clause 9.8. The Owner and Occupier of the Retail Lot must take out policies of insurance for public liability and property damage arising in connection with the Exclusive Use Seating Area.
- (h) If at any time the use of the Retail Lot by an Owner or Occupier changes such that the use ceases to be primarily as a restaurant or café or both, the Owner or Occupier will not be entitled to exercise rights over the Exclusive Use Seating Area allocated to the Retail Lot for the period that their use of the Retail Lot is not primarily as a restaurant or café or both.

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9.9 Liquor Licensing

The Owners Corporation and each Owner or Occupier will not:

- (a) lodge an objection with respect to an application by an Owner or Occupier of the Retail Lot for a liquor license or permit; or
- (b) prevent any Owner or Occupier of the Retail Lot from obtaining a liquor license or permit,

for a liquor license or permit required in connection with the business carried on in the Retail Lot.

9.10 Controls on hours of operation and noise

- (a) The Owner of the Retail Lot may only conduct or permit to be conducted retail, commercial or business activities
- (b) on the Retail Lot during the hours of 7am to midnight on any day excluding Christmas Day and Easter Sunday.
- (c) The Owner of the Retail Lot must not permit:
 - (i) the $L_{A10(15\text{ min})}$ noise level emitted from the Retail Lot to exceed the $L_{A90(15\text{ min})}$ background noise level in any octave band centre frequency, from 31.5Hz to 8kHz inclusive, by more than 5 dB between 7am and midnight at the boundary of a Residential Lot;
 - (ii) the $L_{A10(15\text{ min})}$ noise level emitted from the Retail Lot to exceed $L_{A90(15\text{ min})}$ background noise level in any octave band centre frequency, from 31.5Hz to 8kHz inclusive, between midnight and 7am at the boundary of a Residential Lot;
 - (iii) despite By Laws 9.10(b)(i) and (ii), any noise emanating from the Retail Lot or from Exclusive Use Area A to be audible within any habitable room in a Residential Lot between midnight and 7am;
 - (iv) the $L_{A1(1\text{ min})}$ noise levels to exceed the $L_{A90(15\text{ min})}$ background noise level by more than 15dB(A), or to exceed an $L_{A1(1\text{ min})} = 65\text{dB(A)}$ where the noise criterion is less than 65dB(A) when measured outside at the plane of the worst-affected bedroom window, after 10am and before 7am;
 - (v) use of the Retail Lot or the Exclusive Use Area A to create an "offensive noise" as that term is defined in the Protection of the Environment Operations Act 1987;
 - (vi) the transmission of vibration to any Residential Lot greater than specified in AS2670-1990 (Part 2), being the vibration limit base curves using multiplication factors of 4 for day and 1.4 for night;
 - (vii) any spruiking; or
 - (viii) any form of live entertainment to be conducted on, or any music to be amplified from within the Retail Lot and Exclusive Use Area A or on any other part of the Common Property;

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unless the Owners Corporation by special resolution determines otherwise.

- (d) For the purposes of clause 9.10(b):
- (i) a reference to $L_{A10(15\text{ min})}$ can be taken as the average - maximum deflection of the noise emission from the Retail Lot; and
 - (ii) the $L_{A90(15\text{ min})}$ can be taken as the average - minimum deflection of the noise when noise from the Retail Lot.

9.11 Odours

The Owner of the Retail Lot must ensure that no offensive or strong odours emanate from the Retail Lot or Exclusive Use Area A.

9.12 Service Vehicle Car Spaces

- (a) The Owner and Occupier of the Retail Lot is authorised by the Owners Corporation to have exclusive use and enjoyment of:
- (i) the easement to use service vehicle car spaces (SV2) granted by Shore 6/7 Strata Scheme to the Owners Corporation; and
 - (ii) the easement to use service vehicle car spaces in the Shore 8/9 Strata Scheme, if granted by Shore 8/9 Strata Scheme to the Owners Corporation.

These spaces may only be used by trade persons, delivery persons and the like visiting the Retail Lot

- (b) The Owner and Occupier of the Retail Lot must contribute towards the reasonable and fair proportion of the costs, charges and expenses of repairing the service vehicle car spaces referred to in 9.12(a) to good order and condition.

9.13 Toilet

The Owner and Occupier of the Retail Lot are authorised to use the toilet which is a Shared Facility under the Strata Management Statement.

PART 10. GENERAL

10.1 Cleanliness of a Car Parking Space

All Owners and Occupiers of a Lot must ensure that their respective car parking spaces are kept neat and tidy and free from any dirt, rubbish and oil deposits.

10.2 Feeding of Birds

Owners and Occupiers of Lots must not feed or in any way attempt to attract pigeons, sea gulls or any other bird to or near any boundary of a Lot or any other part of a Lot or the Common Property.

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PART 11. RESIDENTIAL LOTS

11.1 Air Conditioning Apparatus

- (a) Each Owner and Occupier of a Residential Lot ("Benefited Lot") has the right of exclusive use and enjoyment of the ceiling cavity being that part of the Common Property situated directly above their Lot, or of that part of the Common Property immediately adjacent to a Residential Lot, which has been designed for the purposes of keeping installed the existing Airconditioning Plant or to keep and install new Air Conditioning Plant for their Lot ("Airconditioning Plant Exclusive Use Area").
- (b) The Owners Corporation must continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the Airconditioning Plant Exclusive Use Area.
- (c) Damage to the Common Property adjacent to the Airconditioning Plant caused directly or indirectly by the Owner or Occupier must be made good by and at the cost of the Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- (d) An Owner or Occupier of a Benefited Lot must not connect any Airconditioning Plant to the air conditioning plant and equipment of the Owners Corporation, other than plant that is compatible with the airconditioning plant and equipment operated by the Owners Corporation.
- (e) An Owner of a Benefited Lot must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this By Law.
- (f) Each Owner and Occupier of a Benefited Lot is responsible for the repair, maintenance and replacement of the Airconditioning Plant in the ceiling cavity situated directly above their Lot, or immediately adjacent to their Lot.

11.2 Residential Garbage Area

The Owners and Occupiers of the Residential Lots have the right shared with the Shore 6/7 Owners Corporation, of exclusive use and enjoyment of the residential garbage store area designated "(b)" on the Strata Plan 69546 which is a Shared Facility under the Strata Management Statement but only for the purpose for which it is intended.

11.3 Swimming Pool

- (a) The Owners and Occupiers of the Residential Lots have the right of exclusive use and enjoyment of the Swimming Pool designated "(b)" on the Strata Plan ("Exclusive Use Area B") but only for the purpose for which it is intended.
- (b) The Owners Corporation must continue to be responsible for the operation, proper maintenance and repair of Exclusive Use Area. The Owners of Residential Lots must bear all costs in relation to the use, operation, maintenance and repair of Exclusive Use Area B according to the relative proportions of their respective unit entitlements.
- (c) The Owners Corporation may enter Exclusive Use Area B at all reasonable times for the purpose of discharging its obligations to carry out maintenance or repairs.

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- (d) The following conditions apply to the use of the Swimming Pool by the Owners and Occupiers of the Residential Lots:
- (i) the Swimming Pool may only be used by an Owner or Occupier of a Residential Lot or their invitees between the hours nominated from time to time by the Executive Committee;
 - (ii) children under the age of 12 years may use the Swimming Pool only if accompanied and supervised by an adult; and
 - (iii) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool.
- (e) The Executive Committee may make rules and regulations relating to the Swimming Pool.

11.4 Motorised External Louvres and Sunshades

- (a) The Residential Lot Owners are entitled to the exclusive use and enjoyment of the External Louvres Operating System (which is part of the Common Property) servicing their Lot for the operation of the external louvres and must comply with the following conditions:
- (i) each Residential Lot Owner must bear the running costs of the Motor incurred in operating the external louvres to their Lot;
 - (ii) the Owner of a Residential Lot must not use the Motor or external louvres within their own Lot in a way that will:
 - (A) damage the Common Property or another lot; or
 - (B) create a nuisance or hazard.
- (b)
- (i) The Residential Lot Owners must bear the costs of and be responsible for the proper maintenance and keeping in a state of good and serviceable repair the External Louvres Operating System servicing their Lot.
 - (ii) If the Owner of a Residential Lot fails to comply with clause 11.4(b)(i), the Owners Corporation may undertake repairs on behalf of and at the cost of the Residential Lot Owner. In doing so, the Owners Corporation is not liable to the Residential Lot Owner for any damage caused to the Lot or the property of the Residential Lot Owner.
 - (iii) The Owners Corporation shall provide seven days notice of the intention to exercise its rights in accordance with clause 11.4(b)(ii).
- (c) The Owners Corporation may without being obliged to, shut or open or otherwise operate the external louvres to any of the Residential Lot by means of an overriding switch or any other means if it considers that wind velocity may be excessive (existing or predicted).
- (d) If the Owners Corporation exercises its rights in accordance with By Law 11.4(c), the Owners Corporation:

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- (1) is not required to give any prior notice to the Residential Lot Owner; and
 - (2) is not liable to the Residential Lot Owner for any damage caused to the Lot or the property of the Owner.
- (e) Residential Lot Owners on level 6 and 7 of the Building are entitled to the exclusive use and enjoyment of the motor, anemometer and all services exclusively servicing the motor servicing the external sunshades situated within their Lot. Those Residential Lot Owners must be responsible for the proper maintenance and keeping in a state of good and serviceable repair the motor and its ancillary parts servicing the external sunshades within their Lot.
- (f) The Residential Lot Owners on level 6 and 7 must not use the external sunshades or motor and its ancillary parts within their Lot in a way that will:
- (A) damage the Common Property or another lot; or
 - (B) create a nuisance or hazard.

11.5 Lot 119 and Lot 120

- (a) The Owner or Occupier of Lot 119 and Lot 120 in the Strata Plan ("Benefited Lot") has the right of exclusive use and enjoyment of the common walls and doors being that part of the Common Property between Lot 119 and Lot 120 designated "(c)" on the Strata Plan ("Exclusive Use Area C").
- (b) The Owner or Occupier of the Benefited Lot may:
- (i) demolish the common wall separating the two lots;
 - (ii) relocate or remove the doors in Exclusive Use Area C; and
 - (iii) remove or replace any floor covering
- provided all necessary authority consents have been obtained.
- (c) The exclusive use right referred to in By-Law 11.5(a) extinguishes upon transfer or parting with possession by the Owner or Occupier of the Benefited Lot to a person who is not the Owner of both Lot 119 and Lot 120 or an Occupier of both Lot 119 and Lot 120.
- (d) On or before extinguishment of the exclusive use right, the Owner or Occupier of the Benefited Lot must reinstate the common walls, doors, floor surfaces and any other works carried out in Exclusive Use Area C to the same standard as the exterior walls and doors of the common areas on Level 5 to the reasonable satisfaction of the Owners Corporation.
- (e) Except for structural repairs, the Owner of the Benefited Lot is responsible for the proper maintenance of and keeping in a state of good and serviceable repair the Exclusive Use Area C.
- (f) Damage to the Common Property adjacent to the Exclusive Use Area C caused directly or indirectly by the Owner or Occupier of the Benefited Lot must be made good by and at the cost of the Owner of the Benefited Lot in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

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- (g) The Owner of the Benefited Lot must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of the Benefited Lot of the rights conferred by this By Law.

11.6 Service Vehicle Car Spaces

- (a) The Owners and Occupiers of the Residential Lots are authorised by the Owners Corporation to have exclusive use and enjoyment of:
- (i) the easement to use service vehicle car spaces (SV1) granted by Shore 6/7 Strata Scheme to the Owners Corporation; and
 - (ii) the easement to use service vehicle car spaces in the Shore 8/9 Strata Scheme, if granted by Shore 8/9 Strata Scheme to the Owners Corporation.

These spaces may only be used by trade persons, delivery persons and the like visiting the Residential Lots.

- (b) The Owners and Occupiers of the Residential Lot must contribute towards the reasonable and fair proportion of the costs, charges and expenses of repairing the service vehicle car spaces referred to in 11.6(a) to good order and condition.

PART 12. SPECIAL AGREEMENTS

12.1 Management of Building Services

The Owners Corporation may determine to enter into an agreement with a person to assist the Owners Corporation in the operation, repair and maintenance of the Common Property which agreement may provide for:

- (a) a term of 5 years with a maximum of 1 option of 5 years, with rights for early determination without reason upon 3 months' written notice by either of them at any time after the first 2 years of the initial term;
- (b) the person carrying out of or, as agent for the Owners Corporation entering into contracts for services to the Common Property and any personal property vested in the Owners Corporation such as cleaning, window cleaning, security, telecommunication services, electricity, water or gas supply, garbage disposal and recycling services, minor repairs and replacements, and concierge services if no separate concierge agreement has been entered into;
- (c) drafting plans under these By Laws and supervising them;
- (d) the provision of services consistent with use of Residential Lots in the scheme as an up market apartment;
- (e) the provision of services to Owners Corporation or occupiers;
- (f) the supervision of any employees or contractors of the Owners Corporation;
- (g) anything else which the Owners Corporation agrees is necessary or desirable having regard to the operational and management requirements of the Owners Corporation;

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- (h) the grant to the Services Manager of exclusive rights to conduct a business of letting lots together with the provision of services incidental to that business within the parcel;
- (i) a fee to be paid to such person, provided the fee must not be greater than 15% of the contracts expenditure of the Owners Corporation.

12.2 General Provisions Regarding the Services Manager

- (a) At the expiration of an agreement entered into under By Law 12.1, the Owners Corporation may enter into a further agreement on terms substantially similar to the agreement contemplated under that clause.
- (b) The Owners Corporation may not without the written consent of the Services Manager enter into more than one agreement under By Law 21.1 at any one time.
- (c) The costs of the provision of services by under By Law 12.1(a) will be borne by the Owners and Occupiers of the Residential Lots in the respective proportion that that Owners Residential Lot bears to the total of the unit entitlements for all of the Residential Lots in the Strata Scheme.
- (d) An Owner or Occupier of a Lot must not:
 - (i) interfere with or obstruct the Services Manager from performing his or her duties under an agreement entered into under By Law 12.1; or
 - (ii) interfere with or obstruct the Services Manager from using any part of the Common Property designated by the Owners Corporation for use by the Services Manager.

12.3 Service Contracts with neighbouring Owners Corporations

- (a) The Owners Corporation in addition to the powers and authorities conferred on it by or under the Act and these By Laws, has the power and authority to enter into an agreement or agreements with all or any of the other parties bound by the Strata Management Statement and the Shore Apartments 8/9 Owners Corporation:
 - (i) with service contractors in relation to structure, plant, equipment, fixtures and fittings which are not Shared Facilities under the Strata Management Statement; and
 - (ii) with other contractors for the provision of other services beneficial to the Building;

to obtain benefits from entering into one arrangement with such contractors. Benefits may include cost savings through economies of scale, uniformity of repairs and maintenance to services and facilities and consistency in management between neighbouring buildings.
- (b) The Owners Corporation has power and authority to negotiate, agree with the other parties and implement an equitable apportionment of the costs of such contracts, including incidental costs such as legal and administrative costs. The agreement reached may be contained in a separate agreement to the contract with a service contractor.

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12.4 Concierge

- (a) The Owners Corporation may determine to enter into an agreement for concierge services, under which a concierge may be responsible to provide 24 hour concierge and caretaking services such as to:
- (i) monitor and provide a security presence;
 - (ii) provide access and assistance to visitors and staff of any Owner or Occupier of a Lot;
 - (iii) provide a central point of collection and distribution of deliveries such as:
 - (A) mail
 - (B) dry cleaning
 - (C) food
 - (D) couriers
 - (E) general deliveries;
 - (iv) co-ordinate and oversee the general building duties such as cleaning and maintenance of the Common Areas; and
 - (v) any other duties that the Owners Corporation may decide are appropriate.
- (b) An agreement for concierge services of the kind referred to in this By Law may:
- (i) provide for the sharing of the concierge with Moorings Strata Scheme and/or Shore Apartments 6/7 Strata Scheme pursuant to By Law 12.3;
 - (ii) provide for a term of any duration considered by the Owners Corporation to be reasonable;
 - (iii) provide for the supervision and control of all or part of the Common Property, and any personal property vested in the Owners Corporation in connection with the performance by the concierge of his or her duties.

REGISTERED  7.3.2003