



FOLIO: 1/270113

SEARCH DATE	TIME	EDITION NO	DATE
28/5/2021	11:50 AM	22	26/11/2020

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270113  
AT HOMEBUSH BAY  
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA  
PARISH OF ST JOHN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP270113

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270113  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/O BRIGHT & DUGGAN  
37-43 ALEXANDER STREET  
CROWS NEST NSW 2065

SECOND SCHEDULE (81 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE  
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
  - 3789559 AMENDMENT TO MANAGEMENT STATEMENT REGISTERED  
3.3.1998 - NUMEROUS BY-LAWS ADDED AND REPEALED SEE  
ANNEXURE "A" OF MANAGEMENT STATEMENT
  - AB445025 AMENDMENT TO MANAGEMENT STATEMENT EXISTING  
ACCESSWAY PLAN SHEET 17A REPLACED WITH REPLACEMENT  
SHEET 17B. SEE ANNEXURE "B" OF THE MANAGEMENT  
STATEMENT
  - AD377782 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 19  
REPEALED AND REPLACED. SEE ANNEXURE "C" OF THE  
MANAGEMENT STATEMENT.
  - AD968634 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAWS  
36.1.A & 36.1.B ADDED. SEE ANNEXURE "D" OF THE  
MANAGEMENT STATEMENT.
  - AF35031 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 39  
ADDED. SEE ANNEXURE "E" OF THE MANAGEMENT STATEMENT
  - AF426438 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 40  
ADDED. SEE ANNEXURE "F" OF THE MANAGEMENT STATEMENT
  - AG710205 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 21  
REPEALED & REPLACED. SEE ANNEXURE "G" OF THE  
MANAGEMENT STATEMENT.
  - AG957812 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 21  
REPEALED & REPLACED. SEE ANNEXURE "H" OF THE

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## SECOND SCHEDULE (81 NOTIFICATIONS) (CONTINUED)

- MANAGEMENT STATEMENT.
- AH270687 AMENDMENT TO MANAGEMENT STATEMENT. ACCESSWAY PLAN SHEET 17B REPEALED AND REPLACED WITH ACCESSWAY PLAN SHEET 17C. SEE ANNEXURE 'I' OF THE MANAGEMENT STATEMENT.
- AN686446 AMENDMENT TO MANAGEMENT STATEMENT. BY- LAWS 12 & 36B REPEALED AND REPLACED. SEE ANNEXURE "J" OF THE MANAGEMENT STATEMENT.
- AP184660 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 36C ADDED. SEE ANNEXURE 'K' OF THE MANAGEMENT STATEMENT
- AP844914 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAWS 1.11 & 21 REPEALED. BY-LAWS 1.14, 1.15, 1.16, 1.17, 1.18, 1.19, 1.20 & 21 ADDED. SEE AP844914.
- AQ361924 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 21.10 REPEALED & REPLACED. BY-LAWS 21.12, 21.14, 21.17 REPEALED. BY-LAWS 21.20, 21.21, 21.22, 21.23, 21.24, 21.25, 21.26, 21.27, 21.28, 21.29 & 21.30 ADDED. SEE AQ361924.
- 3 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912) WITHIN THE PART(S) SHOWN SO DESIGNATED IN THE TITLE DIAGRAM - SEE PA40660
- 4 K868355 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN SO BURDENED IN DP234663
- 5 K554665 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART SHOWN SO BURDENED IN THE PLAN C512626
- 6 J886626 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART OF THE LAND DESIGNATED (B) IN DP109129
- 7 Y183409 LEASE TO THE SYDNEY COUNTY COUNCIL OF SUBSTATION PREMISES NO.6690 SHOWN IN PLAN WITH Y183409 TOGETHER WITH A RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES OVER OTHER PARTS OF THE LAND ABOVE DESCRIBED. EXPIRES: 30/8/2025.
- AK971351 LEASE OF LEASE Y183409 TO BLUE ASSET PARTNER PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 2.3 (b) (ii).
- AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 12.1

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
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SECOND SCHEDULE (81 NOTIFICATIONS) (CONTINUED)  
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- AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY  
SERVICES PTY LTD
- AK971571 VARIATION OF LEASE Y183409 LESSEE NOW ALPHA  
DISTRIBUTION MINISTERIAL HOLDING CORPORATION
- 8 DP266617 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES  
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP266617
- 9 DP266617 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES  
APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE  
TITLE DIAGRAM
- 10 2829866 RIGHT OF WAY APPURTENANT TO THE PART SHOWN SO  
BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART  
DESIGNATED (A) IN PLAN WITH 2829866
- 11 DP1084597 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED BY THE TITLE DIAGRAM  
DP270113 EASEMENT RELEASED IN SO FAR AS IT AFFECTS THE  
PART DESIGNATED (Z) IN DP270113 (SHT 10) (DOC. 4)
- 12 DP1084597 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT  
TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM  
DP270113 EASEMENT RELEASED IN SO FAR AS IT AFFECTS THE  
PART DESIGNATED (S) IN DP270113 (SHT 10)  
DP270113 EASEMENT RELEASED IN SO FAR AS IT AFFECTS THE  
PART(S) DESIGNATED (S) AND (Z) IN DP270113 (SHT  
10) (DOC. 4)  
AH569487 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 21  
IN DP270113
- 13 DP270113 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO  
THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM  
DP270113 RELEASED IN SO FAR AS IT AFFECTS THE PART OF LOT  
14 DP270113 SHOWN DESIGNATED (Y) IN SHEET 7  
DP270113
- 14 DP270113 RIGHT OF FOOTWAY VARIABLE WIDTH APPURTENANT TO THE  
PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM  
DP270113 RELEASED IN SO FAR AS IT AFFECTS THE PART OF LOT  
14 DP270113 SHOWN DESIGNATED (Y) IN SHEET 7  
DP270113
- 15 DP268577 RIGHT OF FOOTWAY VARIABLE WIDTH AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING  
REPLACEMENT SHEET 4C
- 16 DP268577 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING  
REPLACEMENT SHEET 4C
- 17 DP268577 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING  
REPLACEMENT SHEET 4C
- 18 DP268577 RIGHT OF CARRIAGEWAY 22 WIDE AND VARIABLE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

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SECOND SCHEDULE (81 NOTIFICATIONS) (CONTINUED)

- 
- BEING REPLACEMENT SHEET 4C
- 19 DP268577 RIGHT OF FOOTWAY VARIABLE WIDTH AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING  
REPLACEMENT SHEET 4C
- 20 DP268577 RIGHT OF FOOTWAY VARIABLE WIDTH AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING  
REPLACEMENT SHEET 4C
- 21 DP268577 RIGHT OF CARRIAGEWAY 20 WIDE AND VARIABLE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
BEING REPLACEMENT SHEET 4C
- 22 3789549 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 13
- 23 DP268683 EASEMENT FOR SEWERAGE PURPOSES, WATER SUPPLY WORKS,  
ACCESS AND DRAINAGE VARIABLE WIDTH AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING  
REPLACEMENT SHEET 4C
- 24 DP268683 POSITIVE COVENANT
- 25 SP75645 EASEMENT FOR SUPPORT 0.25 METRE(S) WIDE OF  
RETAINING WALL AND UNDERPINNING APPURTENANT TO THE  
PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 26 SP75866 RIGHT TO PERMIT ROCK ANCHORS APPURTENANT TO THE  
PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 27 SP75866 EASEMENT OVER AIRSPACE TO PERMIT CRANES APPURTENANT  
TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 28 DP270113 RIGHT OF CARRIAGEWAY 12.5 METRE(S) WIDE APPURTENANT  
TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM  
(DOC.3)
- 29 DP270113 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE  
APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO  
BENEFITED IN THE TITLE DIAGRAM (DOC.3)
- 30 DP270113 EASEMENT TO PERMIT EXISTING STRUCTURE TO REMAIN  
APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE  
TITLE DIAGRAM (DOC.3)
- 31 AA377775 EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF  
COMMUNICATIONS CABLE AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM BEING REPLACEMENT SHEET  
4C
- 32 AA377775 EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF  
COMMUNICATIONS CABLE APPURTENANT TO THE PART(S) SHOWN  
SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE  
PART(S) SHOWN SO BURDENED IN 14/270113, CP/SP68885,  
CP/SP70486 AND CP/SP70487
- 33 AA801664 EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF  
COMMUNICATIONS CABLE APPURTENANT TO THE PART(S) SHOWN  
SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE  
PART(S) SHOWN SO BURDENED IN CP/SP71545 AND CP/SP71546
- 34 SP77193 EASEMENT FOR SUPPORT AND UNDERPINNING 1 METRE(S)

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## SECOND SCHEDULE (81 NOTIFICATIONS) (CONTINUED)

- WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 35 DP1103120 EASEMENT FOR WATER SUPPLY AND SEWERAGE PURPOSES, ACCESS AND DRAINAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 36 DP1103309 RIGHT OF PUBLIC ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 37 AC586616 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE SITE DESIGNATED (A1) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 38 DP1104526 EASEMENT FOR ELECTRICITY PURPOSES 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 39 DP1104526 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 40 DP1108974 EASEMENT FOR ELECTRICITY PURPOSES 1.1 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 41 DP1108974 RIGHT OF CARRIAGEWAY 15 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 42 DP1111383 EASEMENT FOR SEWERAGE 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 43 AC333060 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 44 DP270113 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC. 4)
- 45 DP270113 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC. 4)
- 46 DP270113 EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATION CABLE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.4)
- 47 DP270113 EASEMENT OVER AIRSPACE TO PERMIT CRANES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC. 4)
- 48 DP270113 EASEMENT OVER AIR SPACE TO PERMIT CRANES APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.4)
- 49 DP1118684 EASEMENT FOR ELECTRICITY PURPOSES 1 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 50 DP270113 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 AND 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.5)
- 51 DP270113 RIGHT OF CARRIAGEWAY 6.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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SECOND SCHEDULE (81 NOTIFICATIONS) (CONTINUED)

- (DOC.5)
- 52 DP270113 EASEMENT FOR ELECTRICITY PURPOSES 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.5)
  - 53 DP270113 EASEMENT FOR WATER SUPPLY 2.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.5)
  - 54 DP270113 EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 6.75 AND 9.35 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.5)
  - 55 DP270113 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.5)
  - 56 DP270113 EASEMENT FOR SERVICES 14 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.5)
  - 57 DP270113 EASEMENT TO DRAIN WATER 14 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.5)
  - 58 DP270113 RIGHT OF CARRIAGEWAY 14 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.5)
  - 59 DP270113 EASEMENT FOR SERVICES 0.5 METRE(S) WIDE (A2) APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.6)
  - 60 AH419450 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOTS 27 & 30 IN DP270113
  - 61 DP270113 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2, 3.3 AND 5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.6)
  - 62 DP270113 RIGHT OF CARRIAGEWAY 14.5 AND 15.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.6)
  - 63 DP270113 EASEMENT FOR ELECTRICITY PURPOSES 0.93 AND 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.6)
  - 64 DP270113 EASEMENT FOR WATER SUPPLY 3.1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.6)
  - 65 DP270113 EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 14.5 AND 15.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.6)
  - 66 DP270113 EASEMENT FOR SERVICES 14.5 AND 15.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.6)
  - 67 DP270113 EASEMENT TO DRAIN WATER 14.5 AND 15.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.6)
  - 68 DP270113 RIGHT OF CARRIAGEWAY 14.5 AND 15.5 METRE(S) WIDE

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SECOND SCHEDULE (81 NOTIFICATIONS) (CONTINUED)

- 
- AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM (DOC.6)
- 69 DP270113 EASEMENT FOR SEWERAGE PURPOSES 3.1 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM (DOC.6)
- 70 DP270113 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM (DOC.6)
- 71 AH657045 EASEMENT CONSTRUCTION AND MAINTENANCE OF  
COMMUNICATIONS CABLE AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM
- 72 DP270113 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 &  
4.065 METRE(S) WIDE (B1) AFFECTING THE PART(S) SHOWN  
SO BURDENED IN THE TITLE DIAGRAM (DOC.7)
- 73 DP270113 RIGHT OF CARRIAGEWAY 12.5 & 25 METRE(S) WIDE (B2)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM (DOC.7)
- 74 DP270113 EASEMENT FOR SERVICES 12.5 & 25 METRE(S) WIDE (B3)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM (DOC.7)
- 75 DP270113 EASEMENT TO DRAIN WATER 12.5 & 25 METRE(S) WIDE (B4)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM (DOC.7)
- 76 DP270113 RIGHT OF CARRIAGEWAY 12.5 & 25 METRE(S) WIDE (B5)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM (DOC.7)
- 77 DP270113 EASEMENT FOR SEWERAGE PURPOSES 3 METRE(S) WIDE (B6)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM (DOC.7)
- 78 DP270113 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM (DOC.7)
- 79 AI441407 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 33  
IN DP270113.
- 80 AN822251 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 20  
IN DP270113
- 81 AN822269 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 5  
IN DP270113

NOTATIONS

- 
- 3725312 NOTE: PROPOSED PLAN FOR PRE-LODGMET CHECK - SEE PDP 5434
- 3789522 NOTE: LOTS 15 AND 16 SEVERED FROM COMMUNITY SCHEME SEE  
REQUEST 3789522 REGISTERED 3.3.1998
- 3789549 NOTE: COMMUNITY PLAN OF SUBDIVISION REGISTERED 23.2.1998.  
SUBDIVIDES LOT 7 INTO LOTS 8-16
- DP270113 NOTE: REGISTERED 19-5-2005. COMMUNITY BOUNDARY ADJUSTMENT  
PLAN AFFECTING LOTS 1 & 14 DP270320 AND PARTIAL RELEASE OF

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NOTATIONS (CONTINUED)

EASEMENTS VIDE PART 1A SECTION 88B (DOC.2)  
DP270113 NOTE: REGISTERED 19-5-2005. REPLACEMENT SHEET 17B ADDED TO  
THE MANAGEMENT STATEMENT  
DP270113 NOTE: REGISTERED 19-5-2005. SUBDIVIDED LOTS 2 & 4 INTO 17-18  
SP75866 NOTE: REGISTERED 14-11-2005. SUBDIVIDED LOT 14 INTO LOTS  
1-141 & COMMON PROPERTY IN SP75866  
DP270113 NOTE: DP270113.REGISTERED 16.8.2007 SUBDIVIDES LOTS 6 & 17  
INTO LOTS 19 - 22 IN DP270113.  
SP79088 NOTE: SP79088 REGISTERED 17.8.2007 SUBDIVIDES LOT 19 INTO  
LOTS1-254 AND COMMON PROPERTY IN SP79088  
DP270113 NOTE: REGISTERED 17.2.2011. SUBDIVIDES LOTS 3, 8-12 INTO  
LOTS 23-25 IN DP270113  
SP85179 NOTE: REGISTERED 4.5.2011. SUBDIVIDES LOT 22 IN DP270113 INTO  
LOTS 1-15 AND COMMON PROPERTY IN SP85179  
DP270113 NOTE: REGISTERED 14.7.2011. SUBDIVIDES LOT 23 INTO LOTS  
26-27 IN DP270113  
SP85580 NOTE: REGISTERED 5.8.2011. SUBDIVIDES LOT 26 IN DP270113 INTO  
LOTS 1-217 AND COMMON PROPERTY IN SP85580  
DP270113 NOTE: REGISTERED 1.8.2012. SUBDIVIDES LOTS 24-25 INTO LOTS  
28-31 IN DP270113  
SP86978 NOTE: REGISTERED 8.8.2012. SUBDIVIDES LOT 29 IN DP270113 INTO  
LOTS 1-315 AND COMMON PROPERTY IN SP86978  
AH419450 NOTE: REGISTERED 14/2/2013 CONVERSION OF LOTS 27 & 30 IN  
DP270113 TO ASSOCIATION PROPERTY  
DP270113 NOTE: REGISTERED 18.2.2013. CONVERSION OF LOTS 27 & 30 IN  
DP270113 TO ASSOCIATION PROPERTY  
DP270113 NOTE: REGISTERED 1.7.2013. SUBDIVIDES LOT 21 INTO LOTS 32-33  
IN DP270113  
SP88730 NOTE: REGISTERED 23.10.2013. SUBDIVIDES LOT 32 INTO LOTS  
1-338 & COMMON PROPERTY IN SP88730.  
DP270113 NOTE: CONVERSION OF LOT 33 IN DP270113 TO ASSOCIATION  
PROPERTY  
DP270113 NOTE: CONVERSION OF LOTS 5 AND 20 TO ASSOCIATION PROPERTY

UNREGISTERED DEALINGS: CS AQ361925.

\*\*\* END OF SEARCH \*\*\*

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\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

MANAGEMENT STATEMENT

DP 270113

DP270113

FORM 28

SHEET 1 OF 19 SHEETS

COMMUNITY LAND DEVELOPMENT ACT 1989  
COMMUNITY LAND MANAGEMENT ACT 1989

**BUSINESS PARK, HOMEBUSH BAY**  
**COMMUNITY MANAGEMENT STATEMENT**

REPEALED  
REQUEST 3709559  
See new by-laws Sheet 4X  
filed as ANNEXURE 'A'



3-3-1998

**WARNING**

The terms of this Management Statement are binding on the Community Association, each Subsidiary Body within the Community Scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot, Neighbourhood Lot or Strata Lot within the Community Scheme.

Morgans Solicitors  
Level 4  
105 Pitt Street  
SYDNEY NSW 2000 AUSTRALIA

Tel: (61 2) 221 6099  
Fax: (61 2) 221 4212  
DX: 10170 SSE

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

**REGISTERED**



6.6.1996

PAYC 050 512503/COMSTA19/15.04.90

*Signature*

*Signature*

## MANAGEMENT STATEMENT

DP 270113

PART 1

SHEET 2 OF 19 SHEETS

### BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-Laws relate to the control and preservation of the essence or theme of the Community Scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association in accordance with section 17(2) of the Community Land Management Act 1989.

#### BY-LAW 1 ARCHITECTURAL AND LANDSCAPE STANDARDS

##### 1.1 Architectural Standards and Landscape Standards bind.-

- (a) the Community Association;
- (b) each proprietor; and
- (c) each Subsidiary Body.

##### 1.2 The proprietor or a Subsidiary Body must lodge a full copy of any Application relating to its Lot or Subsidiary Scheme with, and have its Application approved by:

- (a) the Original Proprietor during the Development Period; or
- (b) the Executive Committee after the Development Period,

prior to carrying out any external building work and landscaping on the Lot or Subsidiary Scheme or lodging an Application with Council.

##### 1.3 The Original Proprietor or the Executive Committee must, within 14 days after it has received a full copy of an Application notify the Applicant in writing that it either:

- (a) consents to the Application either unconditionally or subject to conditions and detailing the conditions; or
- (b) refuses consent to the Application.

##### 1.4 The Original Proprietor or Executive Committee must when considering an Application have regard to:

- (a) the size and shape of the Lot to which the Application relates;
- (b) the character, location, siting, bulk, scale, shape, size, height, density, design or external appearance of the proposed development;
- (c) the effect of that development on the landscape or scenic quality of the Park;
- (d) the age, colour, texture and quality of materials to be used;
- (e) whether the proposed development is consistent with the overall theme of the development existing or proposed in the Park at the time of the Application;
- (f) whether adequate provision has been made for landscaping;
- (g) consistency of external design with existing structures on an adjoining Lot;
- (h) compliance with the By-Laws, any architectural and landscape standards or Rules in force at the time of the Application is made; and

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6.6.1996

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MANAGEMENT STATEMENT  
SHEET 3 OF 19 SHEETS

- (i) any other matter that the Original Proprietor or the Executive Committee acting reasonably consider should be taken into account to maintain the theme and standard of the Park.
- 1.5 If the Original Proprietor or Executive Committee refuses an Application or imposes conditions on an Application under By-Law 1.4 the Applicant may appeal to an independent party appointed by the President for the time being of the Royal Australian Institute of Architects (NSW Chapter). The person nominated is to act as an expert and not as an arbitrator. The expert's decision is final and binding on the parties and the cost of the expert's decision will be borne by the Applicant.
- 1.6 The Community Association, any Subsidiary Body and the proprietors must comply with the Landscaping Plan.
- 1.7 The proprietor of a Lot containing any section of Area C on the Concept Plan will not erect any structure on its section of that area (other than underground lines of pipe or paving for parking areas and access ways ).
- 1.8 The proprietor of a Lot containing any section of Area D on the Concept Plan will not use less than 15% of its section of that area for landscaped open space purposes (but may lay underground lines of pipe for any purpose under that area).
- 1.9 No proprietor, other than the Applicant, may make an objection to Council in respect of a Development or Activity (Building) Application that has been approved under Part 1 unless such objection is made pursuant to public notification of the application required by statute or adopted Council Policy .
- 1.10 A proprietor may not object to the following areas becoming Community Property:
- (a) for traffic purposes - an area of up to 8,600 square metres within Lots 6 and 7 (including Road Area F and Road Area G);
- (b) for maintenance or security purposes - an area of up to 200 square metres within Lot 7 in the Community Plan; nor
- (c) for utility services purposes - an area of up to 495 square metres within Area E,
- within locations designated by the Original Proprietor.
- 1.11 The proprietor of Lot 7 must consent to the conversion of all land within Road Area F to Community Property if at any time during the period commencing on 1 January 1999 and terminating on 31 December 1999 (and in this respect time is of the essence) the Community Association notifies the proprietor of Lot 7 that the proprietor of Lot 3 has:
- (1) arranged to procure the entry by the Community Association into a contract to construct a road on Road Area F on terms reasonably acceptable to the Community Association,
- (2) agreed to pay the full costs of that construction, and
- (3) provided the Community Association security (in a form reasonably acceptable to the Community Association) for payment of those costs.
- 1.12 The obligations of a proprietor or a Subsidiary Body under Part 1 (except in relation to By-Law 1.10 or 1.11) may be waived from time to time by:
- (a) the Original Proprietor during the Development Period; or
- (b) the Executive Committee after the Development Period.
- 1.13 Notwithstanding any provision of part 1 to the contrary, the Original Proprietor may not without Executive Committee agreement approve:

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- (a) the use of a Lot for the operation of a hazardous industry or potentially hazardous industry, hazardous storage establishment, offensive industry or potentially offensive industry, offensive storage establishment, boarding house, bus depot, bus station, car repair station, extractive industry, generating works, heliport, institution, junk yard, liquid fuel depot, mine, mineral sand mine, recreation establishment, roadside stall, rural worker's dwelling or stock and sale yard (and the terms and expressions used in this paragraph are interpreted as defined in clauses 3 and 4 of State Environmental Planning Policy no. 33 - hazardous and offensive development - gazetted 13 March 1992); nor
- (b) a building finish of less a standard than that of buildings constructed at the Australia Centre, Australia Avenue, Homebush Bay.

**BY-LAW 2 MODIFICATIONS AND NEW CONSTRUCTIONS BY COMMUNITY ASSOCIATION**

- 2.1 The Community Association must comply with any Architectural and Landscape Standards in force for Community Property.

**BY-LAW 3 COMMUNITY PROPERTY**

- 3.1 A proprietor must not do anything to interfere with, damage, deface or obstruct the use of Community Property.
- 3.2 A proprietor must promptly notify the Community Association of any damage to or defect in Community Property, and indemnifies the Community Association against all losses, damages, costs and expenses incurred by the Community Association as result of a breach of this clause.

**BY-LAW 4 NO INAPPROPRIATE USE**

- 4.1 A proprietor must not use any thing on the Community Parcel for any purpose other than that for which it was intended.

**BY-LAW 5 MAINTENANCE OF LANDSCAPED AREAS ON LOT**

- 5.1 A proprietor must keep landscaped areas on its Lot (including without limitation, trees, shrubbery, plants and grass, ponds, water courses, channels and other water features within those landscaped areas) clean and tidy and in good repair and condition, keep lawn shorter than 100 mm, and not cut or remove any tree, shrub, plant or landscaping feature without the consent of the Community Association.
- 5.2 A proprietor must keep any driveway constructed through any landscaped areas on its Lot in good repair and condition.
- 5.3 A proprietor must carry out all maintenance and repairs in a proper and workmanlike manner to the reasonable satisfaction of the Community Association.

**BY-LAW 6 MAINTENANCE OF BUILDING ON LOT**

- 6.1 A proprietor must keep its Lot including, without limitation, the exterior of the building on the Lot, clean and in good repair and condition and may not without the consent of the Original Proprietor (during the Development Period) or the Executive Committee (after the Development Period) store materials, vehicles, plant or equipment outside buildings on its Lot. This by-law does not restrict or prohibit the parking of fully operational motor vehicles outside a building in a car park.
- 6.2 A proprietor must carry out all maintenance and repairs to the exterior of the building on its Lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Association in accordance with any Architectural Standards and, without limitation, with materials of the same or similar quality as those used in the construction of the building.

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MANAGEMENT STATEMENT

SHEET 5 OF 19 SHEETS

PART 2  
RESTRICTED COMMUNITY PROPERTY

These By-Laws may not be amended during the initial period, except by Order of the Supreme Court or the Board, and may only be amended after the expiry of that initial period by special resolution and with the written consent of each person entitled by the By-Law to use the restricted community property in accordance with section 54 of the Community Land Management Act 1989.

BY LAW 7 DEVELOPMENT ACTIVITIES

- 7.1 The Original Proprietor has exclusive use of all Community Property to enable the Original Proprietor to complete the Development Activities.
- 7.2 Exclusive use of the Community Property will end when the Original Proprietor serves on the Community Association a notice informing the Community Association that Development Activities are complete (and for purposes of clarity it is acknowledged that the Original Proprietor may not serve this notice before the road to be constructed on the Access Area is constructed and drained to the satisfaction of the Council).
- 7.3 The Original Proprietor and persons authorised by it has the following rights for the purposes of Part 7:
- (a) complete and unrestricted access by foot or motor vehicle over Community Property;
  - (b) the right to park motor vehicles and equipment on Community Property;
  - (c) the right to place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment; and
  - (d) the right to install Infrastructure.
- 7.4 The conditions relating to use of the Community Property referred to in this By-Law are that:
- (a) all damage to the Community Property must be made good at the expense of the Original Proprietor; and
  - (b) on completion of Development Activities the Community Property areas must be left in a clean and tidy condition.
- 7.5 Subject to the obligations imposed under By-Law 7.4 the Community Association must maintain the Community Property referred to in Part 7.
- 7.6 The Community Association must levy a contribution on its members for any costs associated with maintaining the Community Property unless that cost is payable by the Original Proprietor under By-Law 7.4(a).
- 7.7 The rights attaching to the Original Proprietor under Part 7 may only be exercised by the Original Proprietor or its nominee for so long as the Original Proprietor or its nominee is a proprietor in the Community Scheme.
- 7.8 The Original Proprietor must notify the Community Association in writing of its nominee, if any, for the purposes of By-Law 7.7.

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REPEALED  
REQUEST 3789559  
See new by-law 5  
filed as ANNEXURE 'A'

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MANAGEMENT STATEMENT



3-3-1998

PART 3  
MANDATORY MATTERS

SHEET 6 OF 19 SHEETS

BY-LAW 8 OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS

- 8.1 The area shown as Area A on the Access Way Plan is an open access way available for public use as a road and footpath.
- 8.2 The area shown as Area B on the Access Way Plan is an open access way available for public use as a footpath

BY-LAW 9 PERMITTED USES OF AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY

- 9.1 Permitted uses of Community Property are as set out in this document.

BY-LAW 10 MANAGING, OPERATING AND MAINTAINING COMMUNITY PROPERTY

- 10.1 The Business Park Manager will perform the Business Park Management Program and, at intervals of no more than 6 months, report in reasonable detail to the owners of all lots on management activities and costs.
- 10.2 Each owner will pay its contribution to the Business Park Manager within 14 days after receiving an invoice for payment of its contribution showing the items and amounts which make up the total amount of Management Costs and the basis upon which the owner's share of the costs is apportioned.
- 10.3 The Business Park Manager may from time to time notify each owner of the Business Park Manager's reasonable estimate of each owner's contribution to Management Costs for any period not exceeding one year in advance of the estimate and, if so, each owner will pay to the Business Park Manager the estimated contribution during that period by equal monthly instalments in advance on the first day of each month. The estimate shall be accompanied by a detailed budget of income and expenditure in relation to the Business Park Management Program for the period.
- 10.4 The Business Park Manager will prepare and provide to each owner audited details of actual Management Costs in relation to the relevant period as soon as reasonably practical after the end of that period, and any necessary adjustment between the estimated and actual contributions of each owner will be made and any credit to or further payment by each owner will be allowed or made by or to the Business Park Manager within 14 days after that calculation is notified by the Business Park Manager to each owner.

BY-LAW 11 INTERNAL FENCING

- 11.1 If the Architectural Standards prohibit the construction of fences on any part of the Community Parcel, the Dividing Fences Act 1991 will not apply in respect of those parts.

BY-LAW 12 GARBAGE

- 12.1 The Community Association will not provide garbage bins on Community Property for the storage of garbage.
- 12.2 Proprietors may not deposit any rubbish on the Community Property.

BY-LAW 13 SERVICES

- 13.1 The Service Works Plan sets out proposed service lines for the supply of services within the Community Parcel and, unless a service provider otherwise requires, the Community Association owns all service lines. Unless otherwise provided, repair and maintenance of services is the responsibility of the service provider, COMMUNITY ASSOCIATION.

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Amended in LTO on advice of LT. R 5/1/91

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MANAGEMENT STATEMENT

BY-LAW 14 INSURANCE

SHEET 7 OF 19 SHEETS

- 14.1 The Community Association must review, on an annual basis:
- (a) all insurances effected by it; and
  - (b) the need for new or additional insurances.
- 14.2 Notice of an Annual or Special General Meeting must:
- (a) include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
  - (b) at least once every 2 years, be accompanied by a written valuation for insurance purposes of all buildings, structures and other improvements on Community Property made by a qualified valuer.
- 14.3 If there is an increase in risk or a new risk to Community Property the Community Association must immediately effect new insurances or vary or extend existing insurances to cover such risks.
- 14.4 A proprietor must not without Community Association approval, do anything that might:
- (a) void or prejudice insurance effected by the Community Association; or
  - (b) increase any insurance premium payable by the Community Association.
- 14.5 The Community Association must take out office bearers' insurance for the benefit of the Treasurer, Secretary, members of the Executive Committee or any other member from time to time performing services on behalf of the Community Association.

BY-LAW 15 EXECUTIVE COMMITTEE

- 15.1 The Executive Committee of the Community Association will be established in accordance with division 2 of part 2 of the Management Act on the earlier of the dates on which:
- (a) the Management Act requires it to be established; or
  - (b) the Original Proprietor has sold at least 50% of the land area of the community parcel (excluding lot 1).
- 15.2 The Executive Committee may, subject to By-Laws 15.7 and 15.8, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 15.3 The Secretary or the member of the Executive Committee who convenes a meeting must, or not less than 24 hours immediately before the Executive Committee holds a meeting, give to each proprietor a written:
- (a) notice of intention to hold the meeting; and
  - (b) proposed agenda for the meeting.
- 15.4 The agenda for a meeting must include details of all business to be dealt with at that meeting.
- 15.5 No business may be dealt with at a meeting unless the general nature of that business is set out in the agenda for that meeting.
- 15.6 Subject to By-Law 15.8, meetings must be held at a location within the Community Parcel or such other location as is reasonably determined by the Executive Committee.

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MANAGEMENT STATEMENT

SHEET 8 OF 19 SHEETS

- 15.7 The Secretary or in his absence any member of the Executive Committee must, at the request of not less than one third of the members of the Executive Committee, convene a meeting within the period of time specified in the request (not being less than 7 days after the making of the request) or, if no time is specified, within 14 days after the making of the request.
- 15.8 Where:
- (a) By-Law 15.3 has been complied with in relation to a meeting;
  - (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
  - (c) the resolution has been approved in writing by all members of the Executive Committee,
- then the resolution will, subject to section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.
- 15.9 A proprietor or, where the proprietor is a corporation, the nominee of the corporation, may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Executive Committee.
- 15.10 Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Community Association.
- 15.11 The Executive Committee must within 7 days after holding a meeting, give a copy of the minutes of that meeting to each proprietor.
- 15.12 The functions of the Secretary include:
- (a) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
  - (b) giving, on behalf of the Community Association and the Executive Committee, notices required to be given under the Management Act;
  - (c) maintaining the Community Association roll;
  - (d) supplying certificates in accordance with clause 2 of schedule 4 to the Management Act;
  - (e) dealing with communications addressed to the Community Association or the Executive Committee;
  - (f) convening meetings of the Executive Committee and the Community Association (other than the first Annual General Meeting);
  - (g) performing administrative or secretarial functions on behalf of the Community Association;
  - (h) performing administrative or secretarial functions on behalf of the Executive Committee; and
  - (i) keeping records under part 3 of schedule 1 to the Management Act.
- 15.13 The functions of the Treasurer include:
- (a) the functions set out in sections 36(1) and (2) of the Management Act;

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MANAGEMENT STATEMENT  
SHEET 9 OF 19 SHEETS

- (b) notifying proprietors and Neighbourhood Associations of any contributions levied under the Management Act;
  - (c) receiving, acknowledging, banking and accounting for any money paid to the Community Association;
  - (d) preparing any certificate applied for under clause 2 of schedule 4 to the Management Act;
  - (e) keeping prescribed accounting records under clause 10 of schedule 1 to the Management Act;
  - (f) preparing financial statements under clause 11 of schedule 1 to the Management Act; and
  - (g) notifying proprietors and Neighbourhood Associations of any contribution levied under the Management Statement and collecting such contribution.
- 15.14 The Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:
- (a) conduct investigations;
  - (b) perform duties and functions on behalf of the Executive Committee; and
  - (c) report the findings of the sub-committee to the Executive Committee.
- 15.15 Members of the Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their functions.
- 15.16 No member of the Executive Committee shall be liable for any loss or damage occurring by reason of an act done in good faith in his capacity as a member of the Executive Committee.

PART 4  
OPTIONAL MATTERS

BY-LAW 16 BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

- 16.1 A proprietor must not behave in a manner likely to obstruct or interfere with the peaceful enjoyment of any person lawfully using any part of the Community Parcel.

BY-LAW 17 COMPLIANCE WITH MANAGEMENT STATEMENT

- 17.1 A proprietor must take all reasonable steps to ensure that its officers, employees, agents, contractors and invitees comply with the Management Statement. If any such person does not comply with the Management Statement, the proprietor must take all reasonable steps to ensure the invitee immediately leaves the Community Parcel.

BY-LAW 18 COMPLIANCE WITH LAWS

- 18.1 A proprietor must at the proprietor's own expense promptly comply with all laws relating to its Lot including, without limitation, any requirements, notices and orders of any governmental agency.

~~BY-LAW 19 KEEPING OF ANIMALS~~

- ~~19.1 A proprietor may not keep an animal on a Lot.~~

AD377782  
BY-LAW 19  
REPEALED AND  
REPLACED  
SEE ANNEXURE 'C'



21-9-2007

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## MANAGEMENT STATEMENT

### BY-LAW 20 WASTE

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- 20.1 A proprietor must keep any garbage bin on the Lot secure, hidden from view from outside its Lot and so that it does not emit odours.
- 20.2 A proprietor must store used bottles, boxes and containers, waste paper and other similar items so that they are hidden from view outside its Lot.
- 20.3 A proprietor must ensure that its garbage is made available for collection in accordance with Council's By-Laws and ordinances relating to the disposal of garbage.
- 20.4 A proprietor which produces any waste material must comply with all laws relating to the handling and disposal of such waste material.

### BY-LAW 21 RESTRICTIONS ON PARKING

AG710205

BY-LAW 21  
REPEALED &  
REPLACED.  
SEE ANNEXURE 'G'

- ~~21.1 No person may park a vehicle on Community Property except in an area on the Community Property designated by the Original Proprietor (before the Development Period expires) or the Executive Committee (after the Development Period expires) as an area where vehicles may be parked.~~



### 1.2.2012 BY LAW 22 STORAGE OF FLAMMABLE LIQUIDS

- 22.1 A proprietor must not use or store on the Lot any flammable chemical, liquid, gas or other material other than chemicals, liquids, gases or other material used or intended to be used in connection with the permitted use of its Lot.

### BY-LAW 23 COMMUNITY ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS

- 23.1 The Community Association may contract with persons to:
- (a) provide management, operational, maintenance and other services and amenities in connection with Community Property; and
  - (b) provide services or amenities to proprietors.
- 23.2 A Subsidiary Body must contract with the Community Association to acquire the services referred to in 23.1

### BY-LAW 24 COMMUNITY ASSOCIATION'S RIGHT TO RECOVER MONEY

- 24.1 The Community Association may recover any money owing to it under these By-Laws as a debt.

### BY-LAW 25 ENFORCEMENT AND REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 25.1 The Community Association may give a notice to a proprietor ("offender") requiring the offender to comply with the terms of any By-Law imposing obligations on the offender and, if the offender does not comply with the notice, the Community Association may authorise any agent to go on to any part of the Community Parcel to effect (at the offender's cost) compliance with the notice.
- 25.2 A proprietor must pay or reimburse the Community Association on demand for any expenses of the Community Association in connection with the contemplated or actual enforcement or preservation of any rights under these By-Laws in relation to the proprietor.
- 25.3 The costs, charges and expenses under this By-Law include, without limitation, expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

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6.6.1996

*Stephen Hall*

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MANAGEMENT STATEMENT  
SHEET 11 OF 19 SHEETS

BY-LAW 26 THINGS DONE AT PROPRIETORS OR OCCUPIERS COST

- 26.1 Anything which a proprietor is required to do under these By-Laws must be done at the cost of the proprietor.

BY-LAW 27 ASSOCIATION NOT LIABLE FOR DAMAGE

- 27.1 The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause other than the negligence or fraud of the Community Association or any employee or agent of the Community Association.

BY-LAW 28 INTEREST ON OVERDUE MONEY

- 28.1 A proprietor must pay the Community Association interest on any amount, other than a contribution levied by the Community Association under the Management Act, that is due for payment and remains unpaid from and including the date it is due for payment.
- 28.2 During the period that an amount referred to in By-Law 28.1 remains unpaid, interest will be calculated on a daily basis and compounded monthly at the rate equal to 2% per annum above the rate quoted from time to time by an Australian bank nominated by the Community Association on overdraft accommodation in excess of \$100,000.
- 28.3 Interest which is not paid when due for payment may be capitalised by the Community Association at monthly intervals and is payable on capitalised interest at the rate and in the manner referred to in By-Law 28.2.
- 28.4 Nothing in this By-Law 28 prevents the Community Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

BY-LAW 29 RULES

- 29.1 The Community Association may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel including, without limitation:
- (a) the control, management, operation and use of the Community Property; and
  - (b) the storage, disposal and collection of garbage.
- 29.2 The Community Association may at any time add to or change the Rules. An addition or change to a Rule may not be inconsistent with the Management Act the Development Act or these By-Laws.
- 29.3 Rules bind all proprietors.

BY-LAW 30 NOTICES TO BE OBSERVED

- 30.1 A proprietor must comply with the terms of any notice lawfully given by the Community Association or other relevant authority.

BY-LAW 31 INSTRUCTING CONTRACTORS

- 31.1 A proprietor must not directly or indirectly instruct agents, employees or contractors of the Community Association unless authorised to do so by the Community Association.

BY-LAW 32 CERTIFICATE

- 32.1 A certificate signed by the Community Association its Managing Agent or the Secretary about a matter or a sum payable to the Community Association in connection with the By-Laws is prima facie evidence of the amount or any other factual matter stated in it.

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MANAGEMENT STATEMENT

SHEET 12 OF 19 SHEETS

**BY-LAW 33 COMMUNICATIONS WITH COMMUNITY ASSOCIATION**

33.1 Any complaint, notice request or application to the Community Association must be addressed in writing to the Secretary.

**BY-LAW 34 COMMUNICATIONS FROM COMMUNITY ASSOCIATION**

34.1 Any approval, notice or authorisation by the Community Association under these By-Laws must be in writing.

**BY-LAW 35 APPROVALS BY COMMUNITY ASSOCIATION**

35.1 The Community Association may give conditionally or unconditionally or withhold its approval under these By-Laws in its absolute discretion unless expressly provided otherwise in these By-Laws.

**BY-LAW 36 EXHIBITION OF BY-LAWS**

36.1 A copy of these By-Laws must be kept by the Executive Committee and be available for inspection by proprietors.

**PART 5  
BY-LAWS REQUIRED BY PUBLIC AUTHORITY**

By-laws in this part are made at the request of the Council and, in accordance with schedule 3 clause 4 of the Development Act, may not be amended or revoked without the consent of the Council.

37.1 Any development application in relation to the Park will include an environmental management strategy (identified by a comprehensive land contamination plan approved by the Council) addressing any reasonable possibility of land and groundwater contamination relevant to the development.

**PART 6  
INTERPRETATION**

**BY-LAW 38 INTERPRETATION**

38.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

"Access Road" means the area shown as Area A on the Access Way Plan.

"Access Way Plan" means sheet 16 of the Management Statement.

"Applicant" means a proprietor who makes an application to the Original Proprietor or Executive Committee under By-Law 1.

"Annual General Meeting" means an annual general meeting of the Community Association other than the First Annual General Meeting.

"Application" means a building application or development application referred to in By-Law 1 and to be submitted to the Council only after approved in accordance with By Law 1.

"Architectural Standards" means architectural standards prescribed from time to time by the Community Association in respect of Community Parcel.

"Area E" means that part of Lot 7 designated as (E) on the Concept Plan or such other area as may be designated by the Original Proprietor (during the Development Period) or Executive Committee (after the Development Period).

REPEALED  
REQUEST 3709559  
See new by-laws  
filed as ANNEXURE  
SHEET 6  
3-3-1998

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"Permitted Person" means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Lot, the Community Association or a Subsidiary Body.

"Board" means the Community Schemes Board constituted under the Management Act.

"Business Park Infrastructure" means all items of Infrastructure the maintenance of which is not the responsibility of any proprietor other than the Original Proprietor.

"Business Park Manager" means the Executive Committee or agent appointed under section 50 of the Management Act, being a persons qualified to administer the Business Park Management Program.

"Business Park Management Program" means a program of:

- (a) keeping Community Property clean and tidy at all times;
- (b) regularly inspecting all items of Business Park Infrastructure to check that each item is in good condition and/or operating satisfactorily;
- (c) ensuring the proper maintenance, repair and (if repair is not practical) replacement of all items of Business Park Infrastructure; and
- (d) payment of any rates, taxes or statutory authority charges relating to the Community Association.

"By-Law" means a By-Law included in this Management Statement.

"Common Property" means the common property in a strata scheme created on registration of a strata plan.

"Community Association" means the corporation that:

- (a) is constituted by section 25 of the Development Act on registration of the Community Plan; and
- (b) is established as a community association by section 5 of the Management Act.

"Community Development Lot" means a lot in the Community Plan which is not Community Property, a public reserve or a drainage reserve and is not land that has become subject to a Subsidiary Scheme or a lot that has been severed from the Community Scheme.

"Community Parcel" means the land the subject of the Community Scheme.

"Community Plan" means the deposited plan registered with this instrument.

"Community Property" means Lot 1 in the Community Plan and all items of Business Park Infrastructure, and may come to include the additional areas referred to in By Laws 1.10 and 1.11.

"Community Scheme" is as defined in the Management Act.

"Community Schemes Legislation" means the Development Act, the Management Act and cognate legislation.

"Concept Plan" means sheet 17 of the Management Statement.

"Council" means Auburn Municipal Council and, in relation to Part 1, any other authority with building and development consent functions.

"Development Act" means the Community Land Development Act 1989 and regulations made under it.

"Development Activities" includes:

REGISTERED  6.6.1996

PAYC 050 517503 / AMEND03 / 24.5.96

*[Signature]*

*[Signature]*  
*[Signature]*

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE

DP 270113

MANAGEMENT STATEMENT

SHEET 14 OF 19 SHEETS

- (a) installation of utility services in accordance with the Service Works Plan;
- (b) bulk earthworks to, and profile of landscaping within, the Access Road;
- (c) Access Road preparation, sealing, kerbing and guttering to a standard of practical completion;
- (d) street lighting along the Access Road; and
- (e) landscaping and water feature work at the Bennelong Road frontage, and landscaping and footpath along the Access Road.

"Development Period" means the period expiring when the Original Proprietor either ceases to be a proprietor or notifies the Community Association that the Development Period has ended (whichever occurs first).

"Executive Committee" means the executive committee of the Community Association as constituted from time to time under the Management Act.

~~"Road Area F" means that part of Lot 7 designated as (F) on the Concept Plan.~~

~~"Road Area G" means that part of Lot 7 designated as (G) on the Concept Plan or such other area as may be designated by the Original Proprietor (during the Development Period) or Executive Committee (after the Development Period).~~

~~"First Annual General Meeting" means the General Meeting convened and held under section 9 of the Management Act.~~

~~"Function" includes a power, authority and duty.~~

~~"General Meeting" means an annual general meeting or a special general meeting of the Community Association.~~

~~"Infrastructure" means roadways, footways, utility services and landscape features (including without limitation, trees, shrubbery, plants and grass, ponds, water courses, channels and other water features) located as shown in the Service Works Plan and as otherwise determined by the Original Proprietor.~~

~~"Landscaping Plan" means the Concept Plan and any plan for landscaping approved by the Original Proprietor (during the Development Period) or Executive Committee (after the Development Period).~~

~~"Landscape Standards" means the landscape standards prescribed from time to time by the Community Association in respect of Community Parcel consistently with the Landscaping Plan.~~

~~"Lot" means a Community Lot, Community Development Lot or any lot which is a subdivision or resubdivision of a Community Lot or Community Development Lot.~~

~~"Management Act" means the Community Land Management Act 1989 and regulations made under it.~~

~~"Managing Agent" means an agent appointed under section 50 of the Management Act.~~

~~"Management Costs" means all costs incurred by the Business Park Manager in performing the Business Park Management Plan (including its own reasonable service fee which may not exceed 10% of total Management Costs).~~

~~"Managing Statement" means the statement registered with the Community Plan from time to time added to, modified or amended in accordance with the Community Titles Legislation.~~

~~"Original Proprietor" means Payce Properties Pty Limited or any assign nominated by Payce Properties Pty Limited by notice to the Community Association.~~

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE

REGISTERED



6.6.1996

PAYC 959 512503 / AMEND 03 / 24.5.96

REPEALED  
REQUEST 3789559  
See new by-laws  
filed as ANNEXURE 'A' SHT 7  
3.3.1998

DP 270113

N

MANAGEMENT STATEMENT

SHEET 15 OF 19 SHEETS

"Park" means any name given to the Community Parcel by the Original Proprietor.

"proprietor" means a proprietor of a Lot and includes:

- (a) a lessee of a Lot;
- (b) an occupier of a Lot; and
- (c) any officer, agent, employee, contractor or invitee of the proprietor, lessee or occupier.

"Rules" means the rules made under By-Law 42.

"Secretary" means the secretary of the Community Association.

"Service Works Plan" means sheet 19 of the Management Statement.

"Sinking Fund" means the sinking fund referred to in section 12 part 4 of schedule 1 of the Management Act.

"Subsidiary Body" is as defined in the Management Act.

"Subsidiary Scheme" is as defined in the Management Act.

"Treasurer" means the treasurer of the Community Association.

"utility services" includes stormwater, water, sewerage (including pumping station and rising main), drainage, gas, electricity, telecommunications and data services.

38.2 In the By-Laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later; and
- (g) headings are inserted for convenience and do not affect the interpretation of this Management Statement.

38.3 Unenforceability of a part or provision of these By-Laws does not affect the unenforceability of any other part or provision.

38.4 The Community Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE

REGISTERED



6.6.1996

PAYC 050 512503 / AMEND 03 / 24.5.96

REPEALED  
REQUEST 3709559  
See new by-laws  
filed as ANNEXURE 'A' SHT 8  
8/2.2.1998

PERMITTED Reason SEE SHEET 12

*[Signature]*

*[Signature]*  
*[Signature]*

DP 270113

MANAGEMENT STATEMENT

SHEET 16 OF 19 SHEETS

- 38.5 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.
- 38.6 Unless the contrary intention appears, terms which have defined meanings in the Community Scheme Legislation have the same meanings in these By-Laws.

AF35031 BY-LAW 39 ADDED.  
SEE ANNEXURE 'E'

SIGNATURES, CONSENTS AND APPROVALS



13.11.2009

SEAL OF ORIGINAL PROPRIETOR

THE COMMON SEAL of  
PAYCE PROPERTIES PTY LIMITED  
is affixed to this document in the presence of



*[Signature]*  
Director/ Secretary

*[Signature]*  
Director

CERTIFICATE OF APPROVAL

It is certified:

- (a) that the Consent Authority has approved the development described in Development Application No 84/96 ; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

DATE: 31 ST MAY 1996

Signature on behalf of consent authority

*[Signature]*

by the said AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Sydney by its Attorney A.C.N. 005 357 522 by its Attorney

CHRISTOPHER DAVID REES and I, the said Attorney, state that I have not received any notice of the revocation of the Power of Attorney personally known to me registered in the Land Titles Office Sydney as No. 223 Book 4001 under which this document is executed.

*[Signature]*  
4111 PLACE, SYDNEY  
BANK OFFICER

*[Signature]*  
SENIOR MANAGER BUSINESS BANKING FOR THE TIME  
BEING OF AUSTRALIA AND NEW ZEALAND BANKING GROUP  
LIMITED

DATED THIRTY FIRST day of MAY 1996

REGISTERED 6.6.1996

PAYC 050 512503 / AMEND03 / 24.5.96

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE

MANAGEMENT STATEMENT

HISTORICAL FILE

SEE REPLACEMENT SHEET 17 A

COMMUNITY PLAN DP270113  
D.P. N° 17 18  
SHEET 17 of 18 SHEETS

PLAN ILLUSTRATING ACCESS WAYS  
WITHIN THE BUSINESS PARK AT  
HOMEBUSH BAY



REGISTERED: 16.6.1996

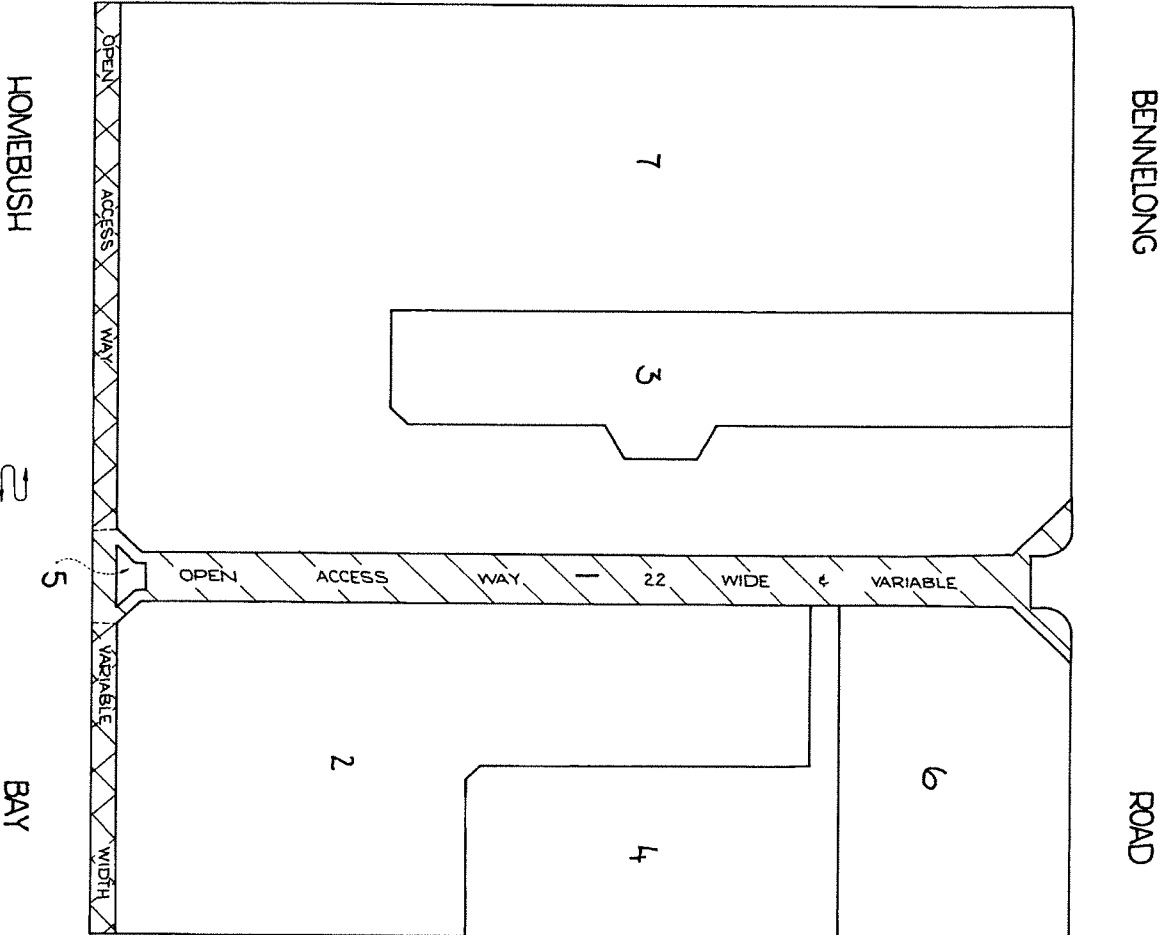
I, MARK FREDERICK ASPER, SURVEYOR  
OF THE ROAD & LAND ASSOCIATION, SURVEYED AND 2202  
CERTIFY THAT THIS IS A PLAN OF THE BUSINESS PARK  
ACCESS WAYS FOR THE DEVELOPMENT SHOWN IN COMMUNITY FREQUENCY  
NEIGHBOURHOOD PLAN NO. 17 18

*D. J. J. J.*  
REGISTERED SURVEYOR

NOTE REGARDING ACCESS WAYS

THIS PLAN ILLUSTRATES OPEN ACCESS WAYS WHICH ARE  
COMMUNITY PROPERTY & ARE NOT PUBLIC ROADS WITHIN  
THE MEANING OF THE ROADS ACT 1993.

-  DENOTES AREA A
-  DENOTES AREA B



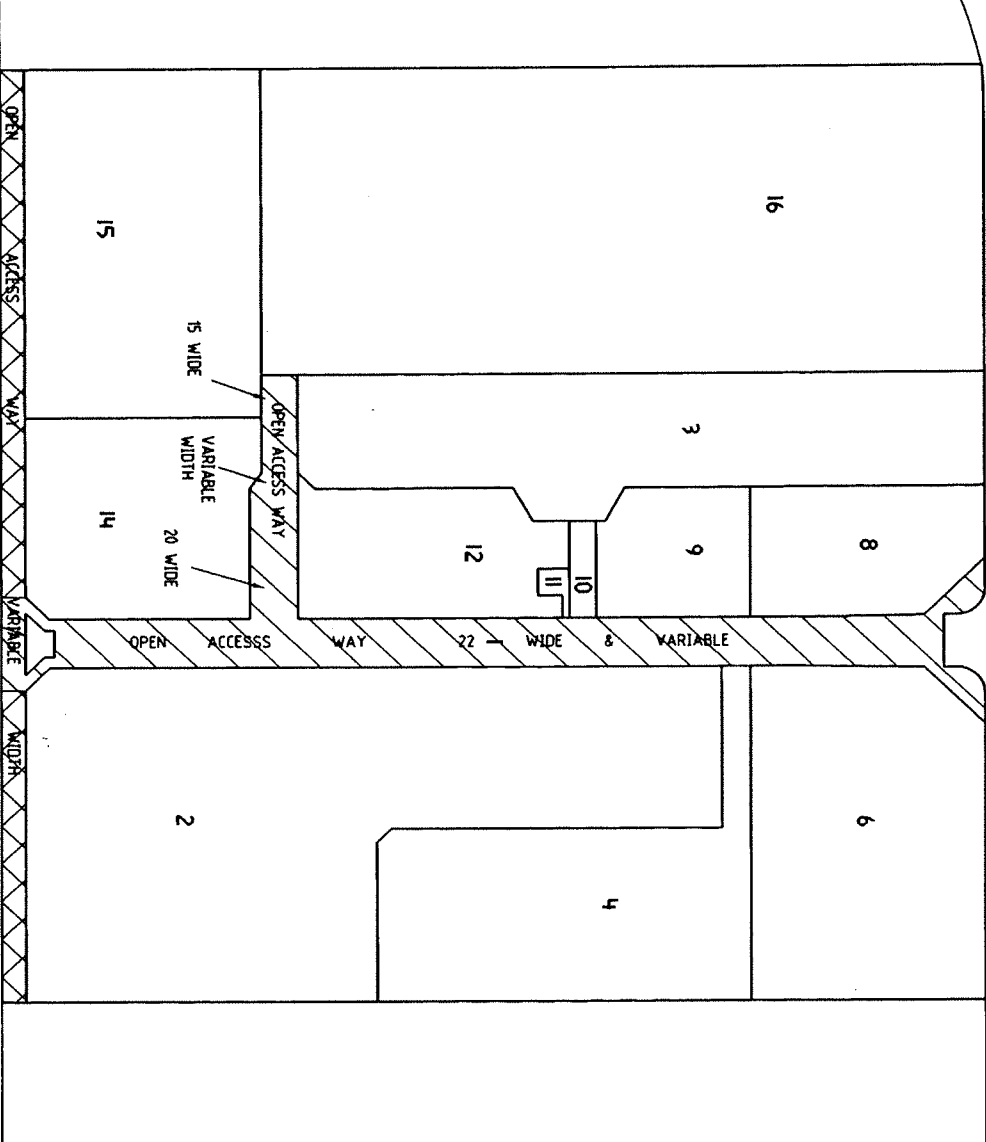
*DP 0270113 M*

SURVEYORS REFERENCE: 4330/ACCESS 2(A)

Homebush

2

Bay



BENNELONG

ROAD

MANAGEMENT STATEMENT



3-3-1998

HISTORICAL FILE

SEE REPLACEMENT SHEET 17 B

COMMUNITY PLAN DP270113

REPLACEMENT SHEET 17A OF 19 SHEETS



PLAN ILLUSTRATING ACCESS WAYS  
 WITHIN HARBOURSIDE ESTATE AT  
 HOME BUSH BAY

1. DAVID WALLACE FAIRLIE, Surveyor  
 of 60/601, ROYAL, R. ASSOC. PO BOX 519, SHERBROOK 2232  
 certify that this is a plan of the estate within the estate  
 access ways provided for the development shown in  
 Community/Planning/Highways/Plan No. ....

DFairlie  
 REGISTERED SURVEYOR

NOTE REGARDING ACCESS WAYS

THIS PLAN ILLUSTRATES OPEN ACCESS WAYS WHICH ARE  
 COMMON PROPERTY & ARE NOT PUBLIC ROADS WITHIN  
 THE MEANING OF THE ROADS ACT 1993.

-  DENOTES AREA A
-  DENOTES AREA B

SURVEYORS REFERENCE: 4330/ACCESS 2(C)

Homebush

Bay

2

5

OPEN ACCESS WAY VARIABLE WIDTH

PT9

15 WIDE

VARIABLE WIDTH

2

D

D

7

12

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WIDE & VARIABLE

4

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270320

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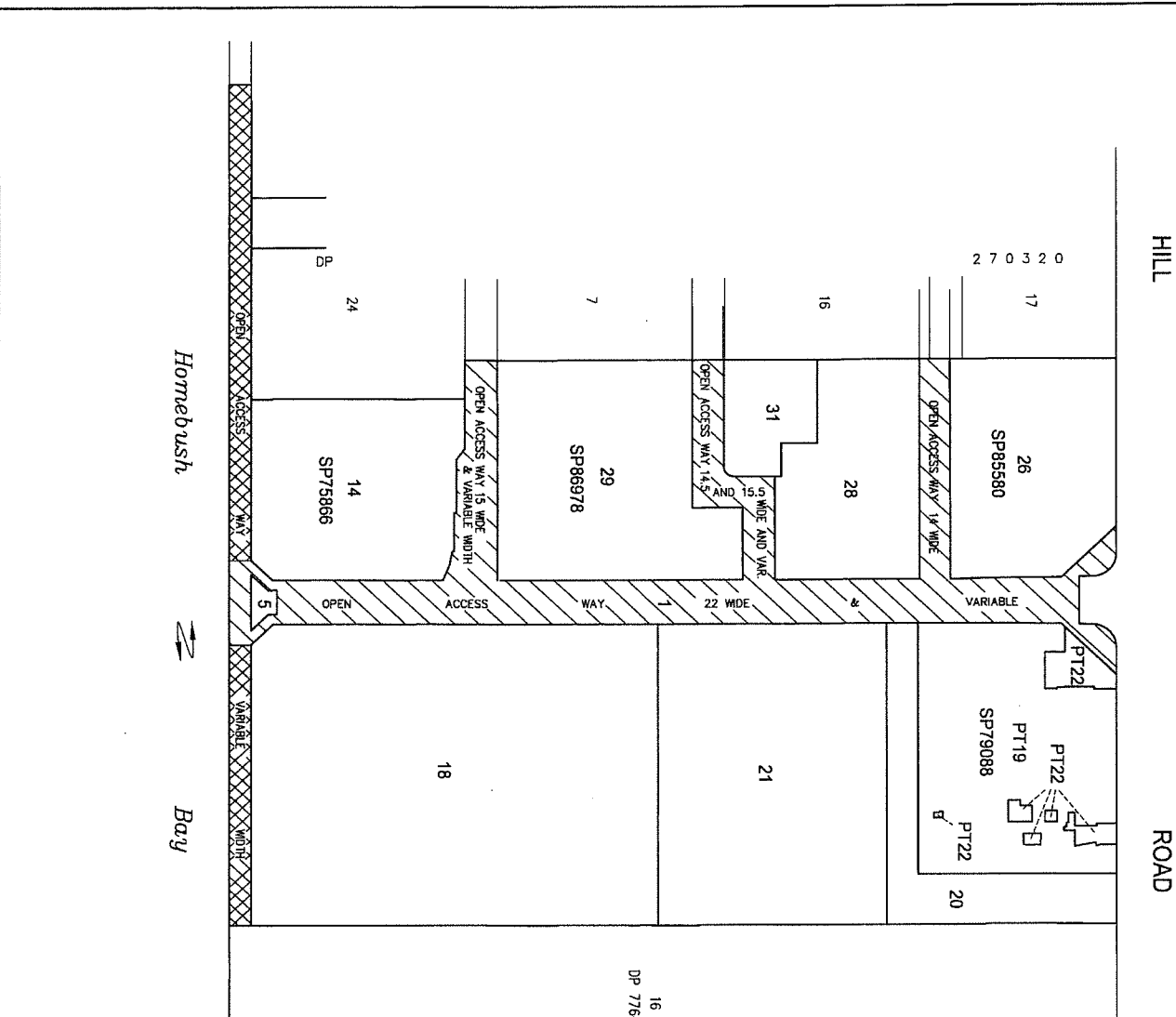
WIDE & VARIABLE

REPLACEMENT SHEET 17C

I, CHRISTOPHER JOHN MOORE, REGISTERED SURVEYOR OF LOCALITY LAND TITLE SOLUTIONS, CERTIFY THAT THIS IS A PLAN OF THE SERVICE WORKS ACCESS WAYS PROVIDED FOR THE DEVELOPMENT SHOWN IN COMMUNITY/PRESENT NEIGHBOURHOODS PLAN No. 270113.

SIGNED: *Christopher John Moore*

REGISTERED 18.02.2013



DP 776611

NOTE REGARDING ACCESS WAYS

1. THIS PLAN ILLUSTRATES OPEN ACCESS WAYS WHICH ARE SHOWN IN RED AND ARE TO BE OPENED UP BY THE ROAD ACT 1993.
2. IT IS INTENDED THAT THE WHOLE OF ASSOCIATION LOT 1 BE CREATED AS OPEN ACCESS WAY
3. FOR SURVEY INFORMATION SEE THE ASSOCIATION PROPERTY PLAN


- DENOTES AREA A
- DENOTES AREA B

PLAN ILLUSTRATING ACCESS WAYS WITHIN HARBOURSIDE ESTATE AT WENTWORTH POINT  
REDUCED RATIO 1:1500

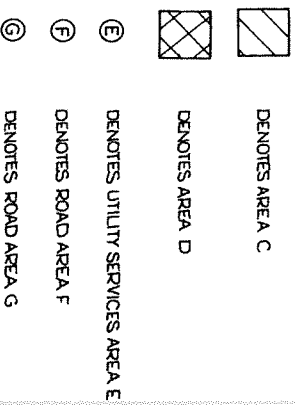
COMMUNITY PLAN  
DP270113  
REPLACEMENT SHEET 17C OF 19

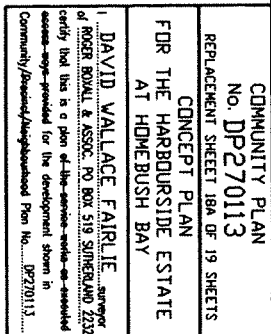


COMMUNITY PLAN DP 270113  
DP No 18 19

CONCEPT PLAN  
FOR THE BUSINESS PARK AT  
HOMEBUSH BAY.  
REGISTERED:  16.6.1996

Debbie  
RECEIVED SANEYOR





MANAGEMENT STATEMENT

COMMUNITY PLAN DP270113

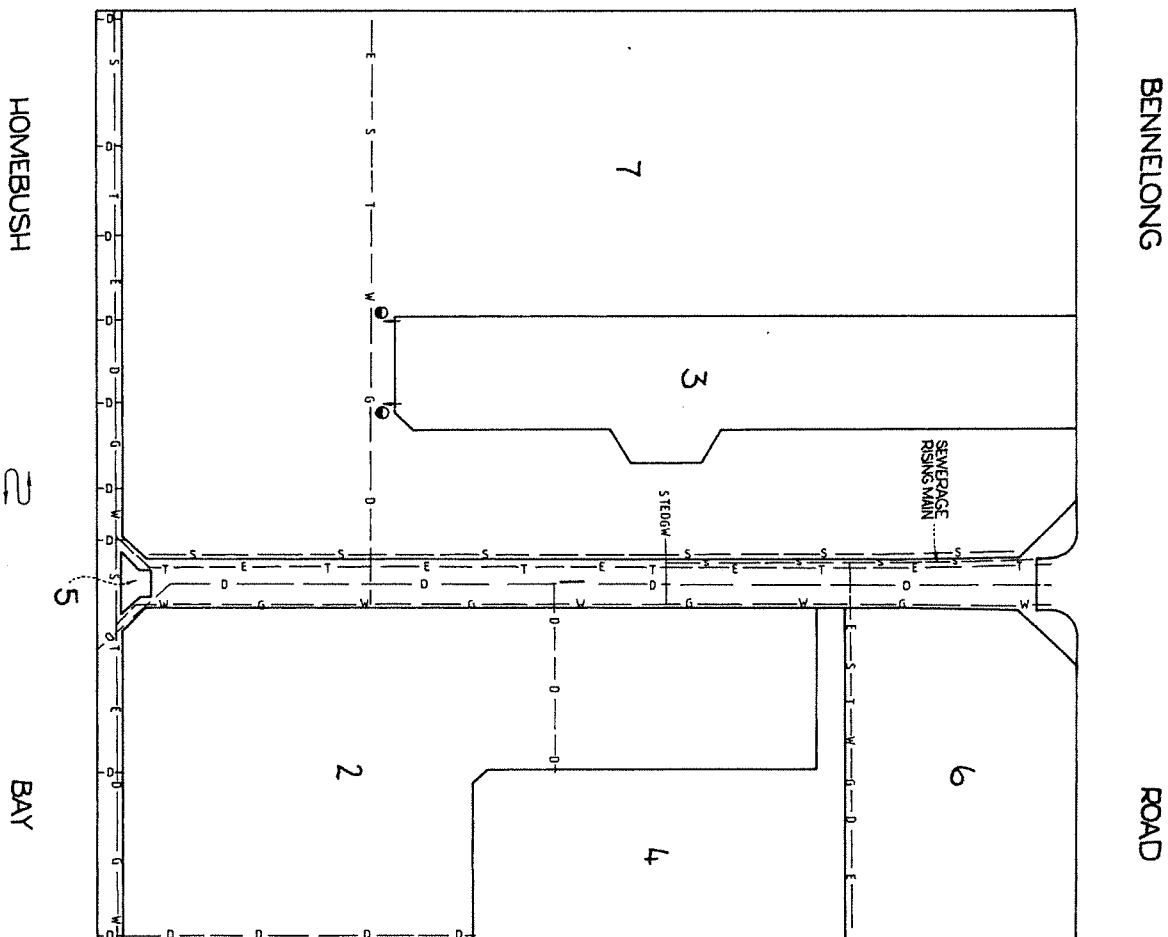
SHEET 1 OF 13 SHEETS

PLAN OF SERVICE WORKS FOR  
THE BUSINESS PARK AT  
HOMEBUSH BAY.  
(PROPOSED)

REGISTERED: 16.6.1996

I, MARK FREDERICK SPIER, SURVEYOR  
OF ROBERT EDGALL & ASSOC. TO EXAMINE THE  
CENTRE OF THIS IS A PLAN OF THE SERVICE WORKS  
DEVELOPMENT SHOWN IN COMMUNITY MANAGEMENT  
STATEMENT PLAN NO.

D. F. Spier  
REGISTERED SURVEYOR

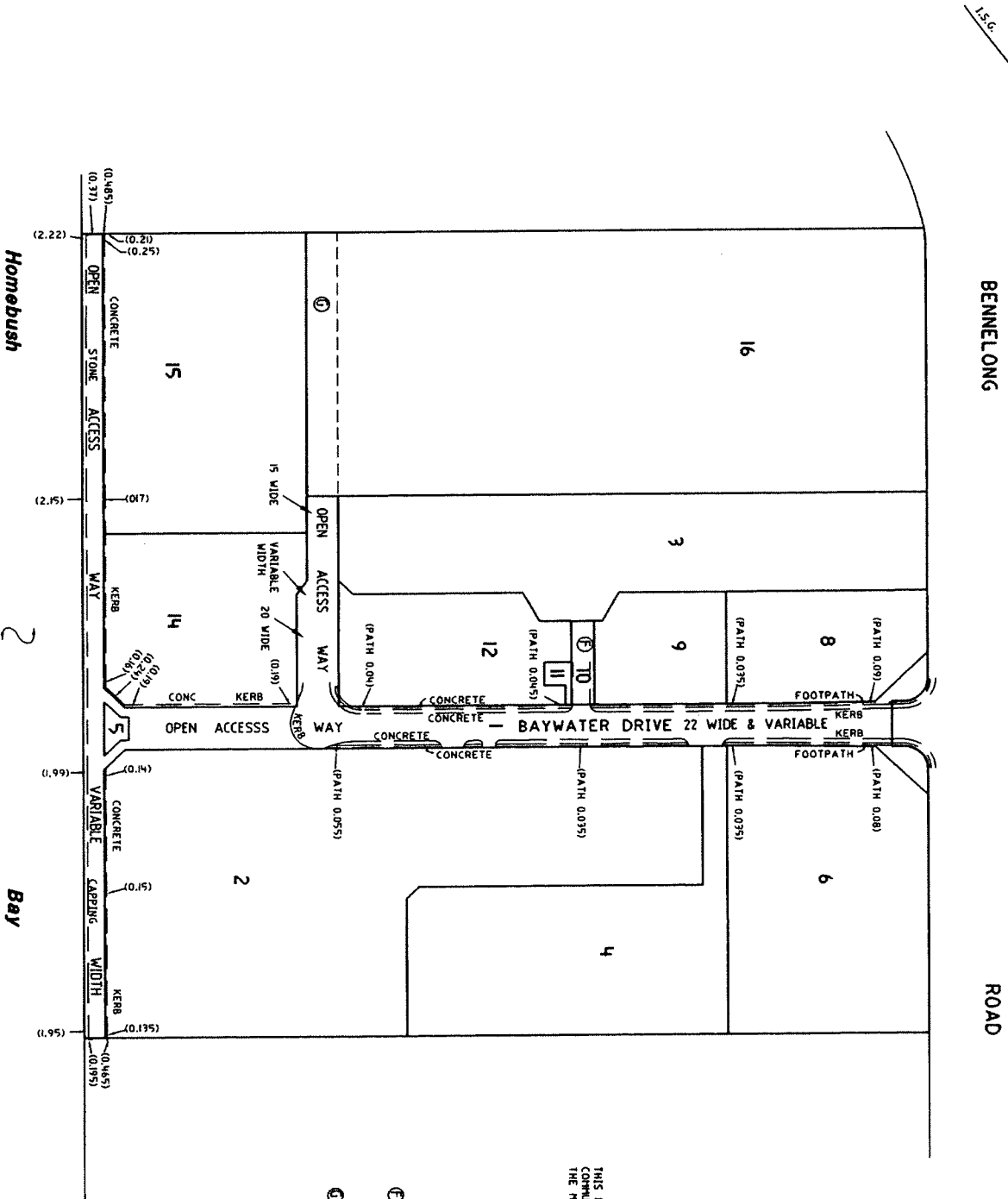


NOTE: THE POSITION OF SERVICE WORKS AS SHOWN PROPOSED  
IS APPROXIMATE ONLY.

PROPOSED SERVICES

- S — DENOTES SEWER LINE & RISING MAIN
- T — DENOTES TELECOMMUNICATIONS & DATA LINE
- E — DENOTES ELECTRICITY LINE
- D — DENOTES DRAINAGE LINE
- G — DENOTES GAS LINE
- W — DENOTES WATER MAIN
- DENOTES DRAINAGE DISCHARGE POINT

SURVEYORS REFERENCE: 4330/ACCESS 2(B)



MANAGEMENT STATEMENT

3-3-1998

COMMUNITY PLAN DP270113

REPLACEMENT SHEET 19 A OF 19 SHEETS

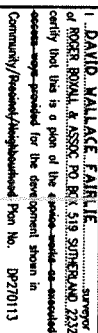
PLAN ILLUSTRATING CARRIAGEWAYS AND ACCESS WAYS WITHIN HARBOURSIDE ESTATE AT HOMERUSH BAY

I, DAVID WALLACE FAIRBIE, Surveyor of ROBERT BOWEN, R. ASSOC. P.O. BOX 519, SYDNEY NSW 2232 certify that this is a plan of the estate which is intended to be used for the development shown in the plan and that the access ways provided for the development shown in the plan are in accordance with the provisions of the Community Planning Act 1993.

*D Fairbie*  
 REGISTERED SURVEYOR

NOTE REGARDING ACCESS WAYS  
 THIS PLAN ILLUSTRATES OPEN ACCESS WAYS WHICH ARE COMMUNITY PROPERTY & ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1993.

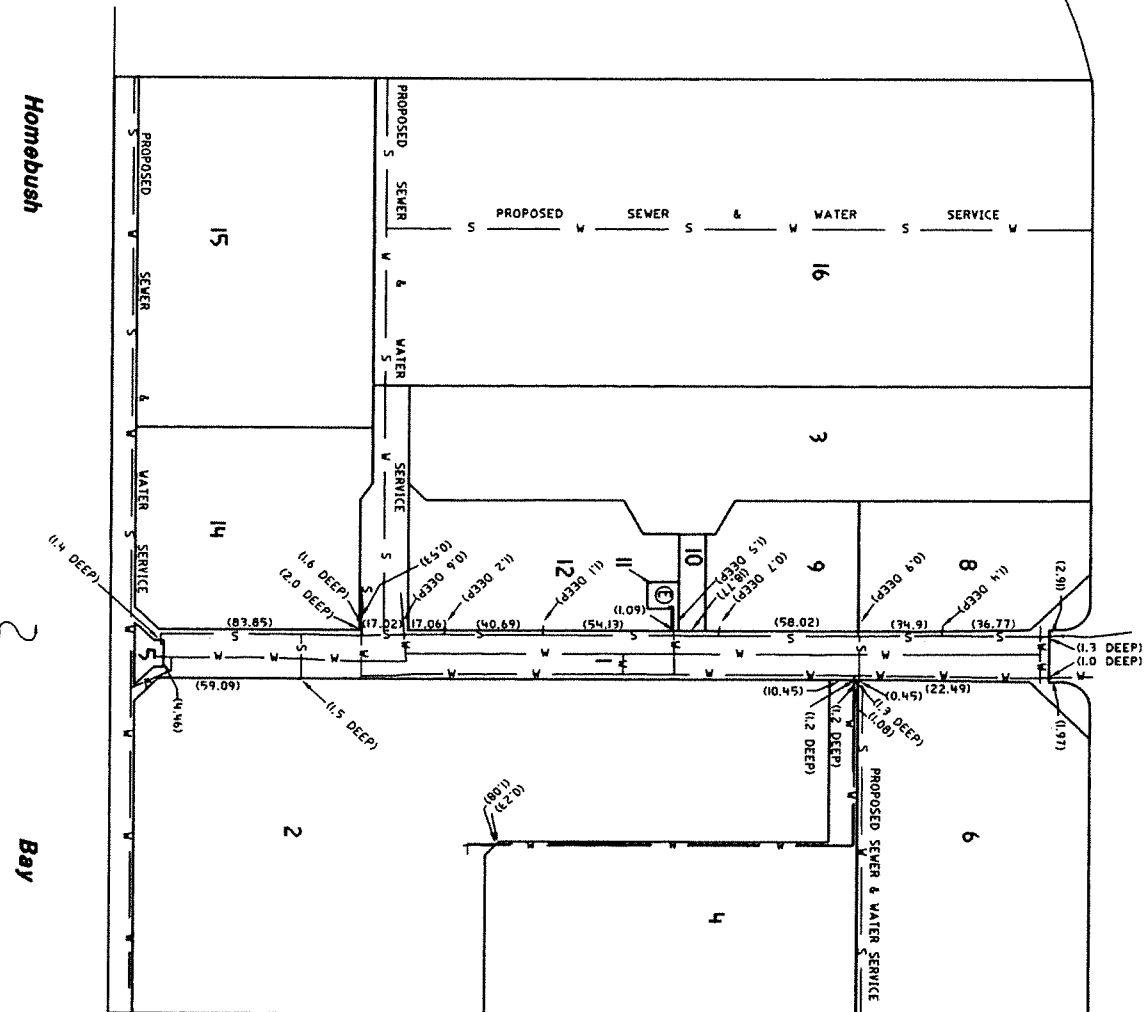
- Ⓐ DENOTES ROAD AREA F
- Ⓑ DENOTES ROAD AREA G



**REGISTERED SURVIVOR**

EXISTING SERVICES WITHIN LOTS & NOT SHOWN ON THIS PLAN ARE SUBJECT TO RELOCATION UPON DEVELOPMENT. THE POSITION OF SUCH SERVICES SHOULD BE CONFIRMED PRIOR TO ANY CONSTRUCTION TAKING PLACE.

—S— DENOTES SEWER LINE & RISING MAIN  
—W— DENOTES WATERMAIN  
Ⓔ DENOTES UTILITY SERVICE AREA E





3-3-1998

COMMUNITY PLAN DP270113

REPLACEMENT SHEET 19 C OF 19 SHEETS

**PLAN OF STORMWATER DRAINAGE WORKS  
WITHIN HARBOURSIDE ESTATE AT  
HOMEBUSH BAY**

**DAVID WALLACE FAIRLIE** surveyor  
of ROGER BOWAL & ASSOC. PO BOX 519 SUMNER, MO 22320  
certify that this is a plan of the service works as executed  
as-~~shown~~ <sup>shown</sup> provided for the development shown in  
Community/Residential/Industrial Plan No. DP270113

DFairlie  
REGISTERED SURVEYOR

EXISTING SERVICES WITHIN LOTS & NOT SHOWN ON THIS PLAN ARE SUBJECT TO RELOCATION UPON FUTURE DEVELOPMENT. THE POSITION OF SUCH SERVICES SHOULD BE CONFIRMED PRIOR TO ANY CONSTRUCTION TAKING PLACE.

— D — DENOTES DRAINAGE LINE

① EASEMENT TO DRAIN WATER OVER  
EXISTING LINE OF PIPES (DP 266677)

MANAGEMENT STATEMENT

3-3-1998

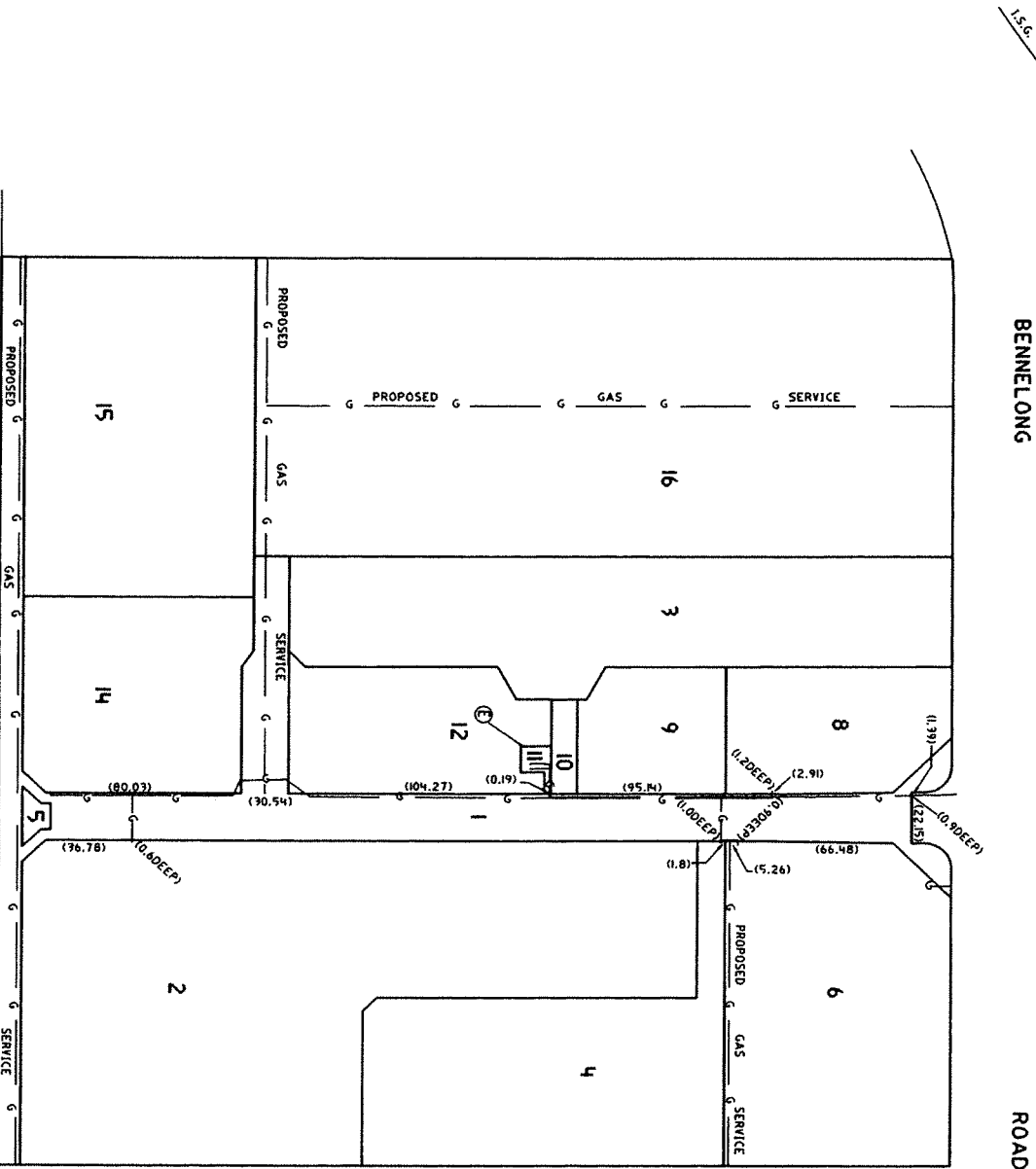
COMMUNITY PLAN DP270113

REPLACEMENT SHEET 190 OF 19 SHEETS

PLAN OF GAS SERVICE WORKS FOR  
HARBOURSIDE ESTATE AT  
HOMERUSH BAY

I, **DAVID WALLACE FAIR-IE**, Surveyor  
of ROADS, ROADS, R. ASSOC. P.O. BOX 319, SYDNEY, NSW 2052  
certify that this is a plan of the service works as described  
access-map-provided for the development shown in  
Community/Planning/Development Plan No. DP270113

DF  
REGISTERED SURVEYOR



EXISTING SERVICES WITHIN LOTS & NOT SHOWN ON  
THIS PLAN ARE SUBJECT TO RELOCATION UPON  
FUTURE DEVELOPMENT. THE POSITION OF SUCH  
SERVICES SHOULD BE CONFIRMED PRIOR TO ANY  
CONSTRUCTION TAKING PLACE.

— G — DENOTES GAS SERVICE LINE

(E) DENOTES UTILITY SERVICES AREA E

Homerush

2

Bay

3-3-1998

REPLACEMENT SHEET 19 E OF 19 SHEETS

THIN HARBOURSIDE ESTATE AT  
NEBUSH BAY

1. **DAVID WALLACE FAIRLIE** surgeon  
of ROGER BOXALL & ASSOC. PO BOX 519 SUMMERLAND 2232  
certify that this is a plan of the service works as executed  
asces-ways-provided for the development shown in  
Community/Resident/Neighbourhood-Plan No. DP270113

**REGISTERED SURVEYOR**

EXISTING SERVICES WITHIN LOTS & NOT SHOWN ON THIS PLAN ARE SUBJECT TO RELOCATION UPON FUTURE DEVELOPMENT. THE POSITION OF SUCH SERVICES SHOULD BE CONFIRMED PRIOR TO ANY CONSTRUCTION TAKING PLACE.

--- T ---  
DDNOTES TELECOMMUNICATIONS  
& DATA LINE

Ⓔ DEMOTES UTILITY SERVICES AREA E



ROAD

1.5.6



MANAGEMENT STATEMENT

3-3-1998

COMMUNITY PLAN DP270113

REPLACEMENT SHEET 18 OF 19 SHEETS

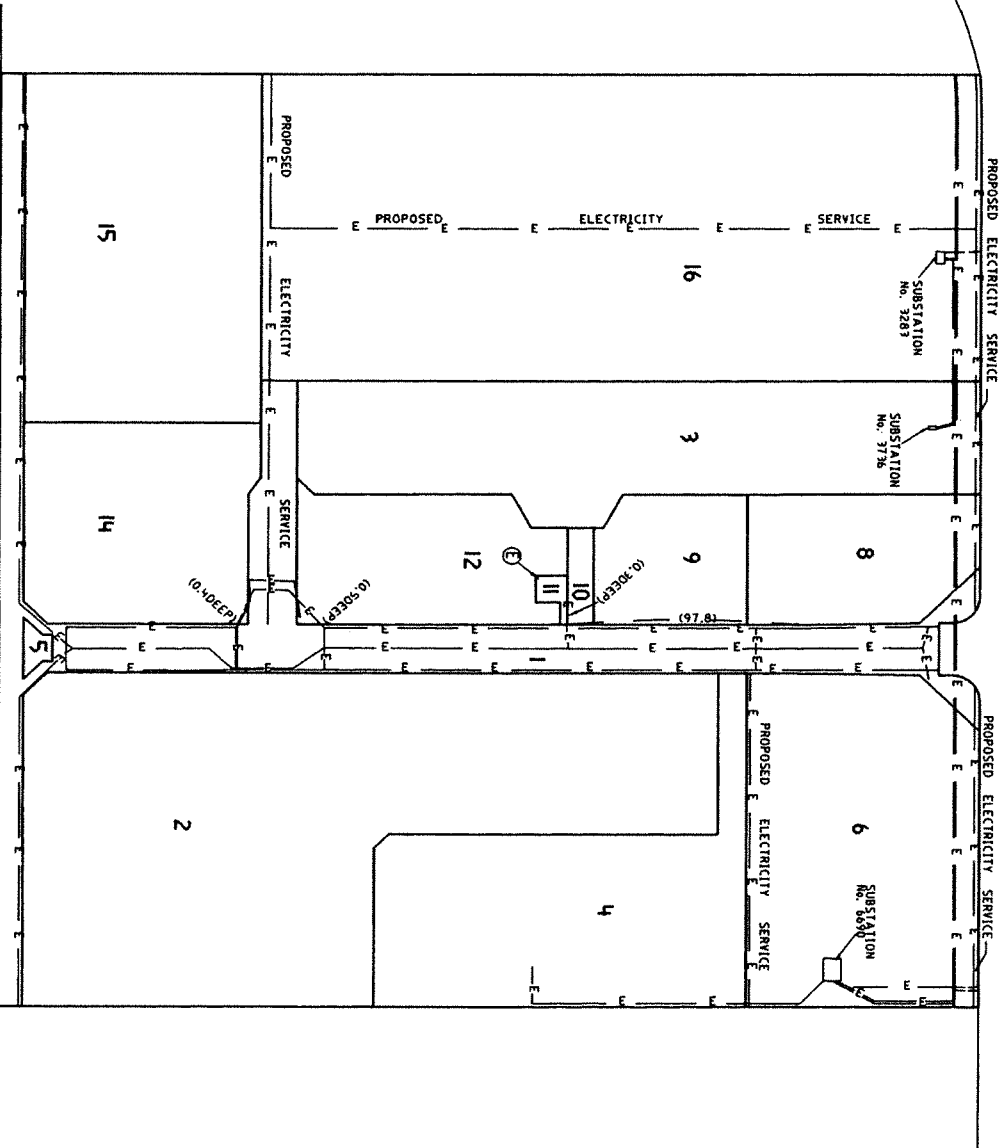
PLAN ELECTRICITY SERVICE WORKS  
WITHIN HARBOURSIDE ESTATE AT  
HOMEBUSH BAY

I. DAVID WALLACE FAIRFAX, J.E. Surveyor  
of NSW, BRICK, & ASSOC. PTY. LTD. 519, SYDNEY RD, 2232  
certify that this is a plan of the works as executed  
in accordance with the provisions of the Electricity Act  
(Community/Planning/Development) - Plan No. DP270113

D. Foster  
REGISTERED SURVEYOR

BENNELONG

ROAD



EXISTING SERVICES WITHIN LOTS & NOT SHOWN ON  
THIS PLAN ARE SUBJECT TO RELOCATION UPON  
FUTURE DEVELOPMENT. THE POSITION OF SUCH  
SERVICES SHOULD BE CONFIRMED PRIOR TO ANY  
CONSTRUCTION TAKING PLACE.

—E— DENOTES ELECTRICITY LINE  
ⓔ DENOTES UTILITY SERVICES AREA E

Homebush

2

Bay

Form: 97-11R  
Licence: 026CN/0536/96

## REQUEST



Instructions for filling out this form are  
available from the Land Titles Office

New South Wales  
Real Property Act 1900

- (A) STAMP DUTY  
If applicable.

Office of State Revenue use only

DP 270113

**ANNEXURE 'A'**

SHEET 1 OF 8 SHEETS

**MANAGEMENT STATEMENT**

- (B) TITLE  
Show no more  
than 20 titles.

DP 270113

1/ 270113

- (C) REGISTERED DEALING  
If applicable.

COMMUNITY MANAGEMENT STATEMENT DP 270113

- (D) LODGED BY

LTO Box	Name, Address or DX and Telephone	Dealing Code
432S 4Q	Morgan Lewis Alter Lawyers DX 223 SYDNEY  REFERENCE (15 character maximum): PAYCE 010 960565	

- (E) APPLICANT

COMMUNITY ASSOCIATION DP 270113

- (F) REQUEST

That the community management statement be amended as per the attached schedule

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

REGISTERED  3-3-1998

LT 2/0113

ANNEXURE 'A'

MANAGEMENT STATEMENT

SCHEDULE

SHEET 2 OF 8 SHEETS

(F) REQUEST

AMENDMENT OF MANAGEMENT STATEMENT  
Section 39 Community Land Development Act 1989

The Applicant certifies that, by a special resolution passed on <sup>9 December 1997</sup> ~~1~~ in accordance with section 14 of the Community Land Management Act 1989, it amended the management statement by substituting enclosed sheets 1A, 6A, 12A - 15A and 17A - 19F in place of existing sheets 1, 6, 12 - 15 and 17 - 19. *sub*

The variations effected by this substitution of sheets are as follows:

Sheet 1A

The name of the estate is inserted and drafting solicitor details are updated.

Sheet 6A

By-laws 10.1 - 10.4 are amended by deleting "Business Park" (wherever occurring).

By-law 12.2 is merged into by-law 12.1.

By-law 13.1 is deleted and a new by-law 13.1 substituted.

Sheets 12A - 15A

All amendments relate to definitions in by-law 38.1. as follows:

The term "Business Park" (wherever occurring) is deleted, and definitions are relisted in correct alphabetical order.

Page references are corrected in the definitions of "Access Way Plan", "Concept Plan" and "Service Works Plan".

The "Business Park Infrastructure" definition is deleted.

Sheets 17A - 19F

Sheets 17A and 18A replace sheets 17 and 18 in order to reflect the subdivision of lot 7 into lots 8 - 16 and the consolidation of lot 13 into lot 1.

Sheets 19A - 19F replace sheet 19 in order to:

- (a) reflect the subdivision of lot 7 into lots 8 - 16 and the consolidation of lot 13 into lot 1; and
- (b) split what was formerly a single services diagram into a separate diagram for each service.

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE

Page of

REGISTERED



3-3-1998

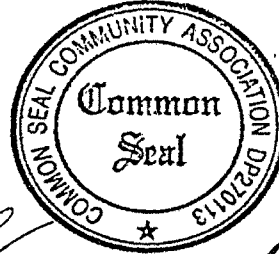
DP 270113

ANNEXURE A

MANAGEMENT STATEMENT

SHEET 3 OF 8 SHEETS

The common seal of the Community Association Deposited Plan No. 270113 was affixed hereto on 10 February 1997 in the presence of *Lynne Veness & Michael Winnem*, the person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal



*Lynne Veness*  
Lynne Veness

*Michael Winnem*  
MICHAEL WINNEM

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE

REGISTERED  3-3-1998

DP 270113

ANNEXURE 'A'

1A

MANAGEMENT STATEMENT

SHEET 4 OF 8 SHEETS

FORM 28

COMMUNITY LAND DEVELOPMENT ACT 1989  
COMMUNITY LAND MANAGEMENT ACT 1989

HARBOURSIDE ESTATE

COMMUNITY MANAGEMENT STATEMENT

---

**WARNING**

The terms of this Management Statement are binding on the Community Association, each Subsidiary Body within the Community Scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot, Neighbourhood Lot or Strata Lot within the Community Scheme.

---

Morgans Lewis Alter Lawyers  
Level 12  
15 Castlereagh Street  
SYDNEY NSW 2000

Tel: (612) 9221 3444  
Fax: (612) 9221 6095  
DX: 223 SYDNEY  
Internet: registry@mla-law.com

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**REGISTERED**  3-3-1998

DP 270113

ANNEXURE A

MANAGEMENT STATEMENT

6A  
PART 3  
MANDATORY MATTERS

SHEET 5 OF 8 SHEETS

BY-LAW 8 OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS

- 8.1 The area shown as Area A on the Access Way Plan is an open access way available for public use as a road and footpath.
- 8.2 The area shown as Area B on the Access Way Plan is an open access way available for public use as a footpath

BY-LAW 9 PERMITTED USES OF AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY

- 9.1 Permitted uses of Community Property are as set out in this document.

BY-LAW 10 MANAGING, OPERATING AND MAINTAINING COMMUNITY PROPERTY

- 10.1 The Manager will perform the Management Program and, at intervals of no more than 6 months, report in reasonable detail to the owners of all lots on management activities and costs.
- 10.2 Each owner will pay its contribution to the Manager within 14 days after receiving an invoice for payment of its contribution showing the items and amounts which make up the total amount of Management Costs and the basis upon which the owner's share of the costs is apportioned.
- 10.3 The Manager may from time to time notify each owner of the Manager's reasonable estimate of each owner's contribution to Management Costs for any period not exceeding one year in advance of the estimate and, if so, each owner will pay to the Manager the estimated contribution during that period by equal monthly instalments in advance on the first day of each month. The estimate shall be accompanied by a detailed budget of income and expenditure in relation to the Management Program for the period.
- 10.4 The Manager will prepare and provide to each owner audited details of actual Management Costs in relation to the relevant period as soon as reasonably practical after the end of that period, and any necessary adjustment between the estimated and actual contributions of each owner will be made and any credit to or further payment by each owner will be allowed or made by or to the Manager within 14 days after that calculation is notified by the Manager to each owner.

BY-LAW 11 INTERNAL FENCING

- 11.1 If the Architectural Standards prohibit the construction of fences on any part of the Community Parcel, the Dividing Fences Act 1991 will not apply in respect of those parts.

AN686446

BY-LAW 12

REPEALED &

REPLACED. SEE  
ANNEXURE 'J'



18.9.2018

~~BY-LAW 12 GARBAGE~~

- ~~12.1 The Community Association will not provide garbage bins on Community Property for the storage of garbage and proprietors may not deposit any rubbish on the Community Property.~~

BY-LAW 13 SERVICES

- 13.1 The Service Works Plan sets out service lines for the supply of services (other than water, sewerage and drainage) within the Community Parcel. Electricity lines and gas lines are owned by Energy Australia and AGL Gas Company (NSW) Limited and maintained by them in accordance with land titles office memoranda O915806 and Z507490B respectively. The Community Association owns all other service lines in the Service Works Plan and, unless otherwise provided, repair and maintenance of such other service lines is the responsibility of the Community Association.

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REGISTERED



3-3-1998

PAYCE 010 960565 / AM6A / 10.11.97

DP 2/0113

ANNEXURE 'A'

MANAGEMENT STATEMENT

12A

SHEET 6 OF 8 SHEETS

BY-LAW 33 COMMUNICATIONS WITH COMMUNITY ASSOCIATION

- 33.1 Any complaint, notice request or application to the Community Association must be addressed in writing to the Secretary.

BY-LAW 34 COMMUNICATIONS FROM COMMUNITY ASSOCIATION

- 34.1 Any approval, notice or authorisation by the Community Association under these By-Laws must be in writing.

BY-LAW 35 APPROVALS BY COMMUNITY ASSOCIATION

- 35.1 The Community Association may give conditionally or unconditionally or withhold its approval under these By-Laws in its absolute discretion unless expressly provided otherwise in these By-Laws.

BY-LAW 36 EXHIBITION OF BY-LAWS

- 36.1 A copy of these By-Laws must be kept by the Executive Committee and be available for inspection by proprietors.

AD968634

BY-LAWS 36.1.A AND

36.1.B ADDED.

SEE ANNEXURE 'D'

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITY

By-laws in this part are made at the request of the Council and, in accordance with schedule 3 clause 4 of the Development Act, may not be amended or revoked without the consent of the Council.

5.8.2008

AP184660

BY-LAW 36C

ADDED. SEE

ANNEXURE 'K'

- 37.1 Any development application in relation to the Park will include an environmental management strategy (identified by a comprehensive land contamination plan approved by the Council) addressing any reasonable possibility of land and groundwater contamination relevant to the development.

2.5.2019

PART 6

INTERPRETATION

BY-LAW 38 INTERPRETATION

- 38.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

"Access Road" means the area shown as Area A on the Access Way Plan.

"Access Way Plan" means replacement sheet 17A of the Management Statement.

"Applicant" means a proprietor who makes an application to the Original Proprietor or Executive Committee under By-Law 1.

"Annual General Meeting" means an annual general meeting of the Community Association other than the First Annual General Meeting.

"Application" means a building application or development application referred to in By-Law 1 and to be submitted to the Council only after approved in accordance with By Law 1.

"Architectural Standards" means architectural standards prescribed from time to time by the Community Association in respect of Community Parcel.

"Area E" means that part of Lot 7 designated as (E) on the Concept Plan or such other area as may be designated by the Original Proprietor (during the Development Period) or Executive Committee (after

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REGISTERED



3-3-1998

PAYCE 010 960565 / AM12A16A / 10.11.97

DP 2/0113

14A

ANNEXURE A

SHEET 7 OF 8 SHEETS

## MANAGEMENT STATEMENT

"Road Area F" means that part of Lot 7 designated as (F) on the Concept Plan.

"Road Area G" means that part of Lot 7 designated as (G) on the Concept Plan or such other area as may be designated by the Original Proprietor (during the Development Period) or Executive Committee (after the Development Period).

"First Annual General Meeting" means the General Meeting convened and held under section 9 of the Management Act.

"Function" includes a power, authority and duty.

"General Meeting" means an annual general meeting or a special general meeting of the Community Association.

"Infrastructure" means roadways, footways, utility services and landscape features (including without limitation, trees, shrubbery, plants and grass, ponds, water courses, channels and other water features) located as shown in the Service Works Plan and as otherwise determined by the Original Proprietor.

"Landscaping Plan" means the Concept Plan and any plan for landscaping approved by the Original Proprietor (during the Development Period) or Executive Committee (after the Development Period).

"Landscape Standards" means the landscape standards prescribed from time to time by the Community Association in respect of Community Parcel consistently with the Landscaping Plan.

"Lot" means a Community Lot, Community Development Lot or any lot which is a subdivision or resubdivision of a Community Lot or Community Development Lot.

"Management Act" means the Community Land Management Act 1989 and regulations made under it.

"Management Costs" means all costs incurred by the Manager in performing the Management Plan (including its own reasonable service fee which may not exceed 10% of total Management Costs).

"Management Program" means a program of:

- (a) keeping Community Property clean and tidy at all times;
- (b) regularly inspecting all items of Infrastructure to check that each item is in good condition and/or operating satisfactorily;
- (c) ensuring the proper maintenance, repair and (if repair is not practical) replacement of all items of Infrastructure; and
- (d) payment of any rates, taxes or statutory authority charges relating to the Community Association.

"Manager" means the Executive Committee or Managing Agent.

"Managing Agent" means an agent appointed under section 50 of the Management Act.

"Managing Statement" means the statement registered with the Community Plan from time to time added to, modified or amended in accordance with the Community Titles Legislation.

"Original Proprietor" means Payce Properties Pty Limited or any assign nominated by Payce Properties Pty Limited by notice to the Community Association.

"Park" means any name given to the Community Parcel by the Original Proprietor.

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IN LAND TITLES OFFICE

REGISTERED



3-3-1998

PAYCE 010 960565 / AM12A16A / 10.11.97



UT 2/0/113

ANNEXURE A

15A

MANAGEMENT STATEMENT

SHEET 8 OF 8 SHEETS

"Permitted Person" means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Lot, the Community Association or a Subsidiary Body.

"proprietor" means a proprietor of a Lot and includes:

- (a) a lessee of a Lot;
- (b) an occupier of a Lot; and
- (c) any officer, agent, employee, contractor or invitee of the proprietor, lessee or occupier.

"Rules" means the rules made under By-Law 42.

"Secretary" means the secretary of the Community Association.

"Service Works Plan" means replacement sheets 19A-19E of the Management Statement.

"Sinking Fund" means the sinking fund referred to in section 12 part 4 of schedule 1 of the Management Act.

"Subsidiary Body" is as defined in the Management Act.

"Subsidiary Scheme" is as defined in the Management Act.

"Treasurer" means the treasurer of the Community Association.

"utility services" includes stormwater, water, sewerage (including pumping station and rising main), drainage, gas, electricity, telecommunications and data services.

38.2 In the By-Laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later; and
- (g) headings are inserted for convenience and do not affect the interpretation of this Management Statement.

38.3 Unenforceability of a part or provision of these By-Laws does not affect the unenforceability of any other part or provision.

38.4 The Community Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE

REGISTERED



3-3-1998

PAYCE 010 960565 / AM12A16A / 10.11.97

**DP 270113**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'B'**

Form: 21CSM  
Release: 1  
www.lpi.nsw.gov.au

**AMENDMENT OF**  
**MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989

**PRIVACY NOTE: this information is legally required and will be**

(A) TORRENS TITLE	Folio of the Register for the Association Property 1/270113	
(B) LODGED BY	Delivery Box <i>IW</i> Name, Address or DX and Telephone Morgan Lewis Alter Level 12, 15 Castlereagh Street SYDNEY NSW 2000 Reference (optional): MLR 20041410	CODE <b>CS</b>
(C) APPLICANT	Community Association	Deposited Plan No. 270113
(D)	The applicant certifies that by a unanimous resolution passed on 15 November 2004 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:	
(E) BY-LAWS	Repealed	Added as fully set out below
(F) TEXT OF ADDED BY-LAW	"Replace existing access way plan sheet 17A with replacement access way sheet 17B."	

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND AND PROPERTY INFORMATION**



*f* 19-5-2005

- (G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

*PHILLIP DUGGAN*  
22/04/05



Form: 21CSM  
Release: 2.1  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**  
New South Wales  
Section 39  
Community Land Development Act 1989

**DP 270113**  
**Management Statement**  
**Annexure 'C' Sheet 1 of 2**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

Folio identifier 1/270113

(B) **LODGED BY**

Delivery  
Box

**124E**



Name, Address or DX and Telephone

**LLPN: 123820V**

Legalink Pty Ltd (head Office - Sydne  
LEVEL 8, 170 PHILLIP STREET  
SYDNEY NSW 2000  
Ph: 02 9230 6900

**MORL:111703**

CODE

**CS**

(C) **APPLICANT**

Community

Association

Deposited Plan No. 270113

(D)

The applicant certifies that by a special resolution passed on 10 July 2007 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed

19

Added

19

as fully set out below

(F) **TEXT OF ADDED BY-LAW**

See annexure



(G) The common seal of the Community association deposited plan 270113 was affixed thereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

EDWARD BAKER

Date:

26/07/07

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0612

Page 1 of 2

DEPARTMENT OF LANDS  
LAND AND PROPERTY INFORMATION DIVISION

REGISTERED



21 - 9 - 2007

**DP 270113**  
**Management Statement**  
**Annexure 'C' Sheet 2 of 2**

**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT**  
**COMMUNITY ASSOCIATION DP270113**

**BY-LAW 19 KEEPING OF ANIMALS**

19.1 A Proprietor of the Community Parcel may bring onto the Community Parcel:

- (a) one small cat or one small dog (other than an excluded dog); and/or
- (b) one small caged bird; and/or
- (c) one small tank of fish.

An excluded dog means;

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a Japanese tosa;
- (e) any other outcross;
- (f) any dog prohibited from importation into Australia by the Commonwealth Government;
- (g) an unregistered or dangerous dog under legislation; and
- (h) any dog weighing in excess of 12 kilograms.

19.2 A proprietor that brings an animal onto the Community Parcel must ensure that:

- (a) the animal is at all times kept under control; and
- (b) the animal is accompanied by the Proprietor.

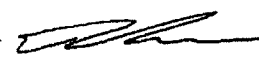
19.3 Where a Proprietor brings an animal onto the Community Parcel, the Proprietor is:

- (a) liable to all Proprietors and other persons lawfully on the Community Parcel for any noise which is disturbing to an extent which is unreasonable and any damage to or loss of property or injury to any person caused by the animal; and
- (b) responsible for cleaning up after the animal has occupied or used any part of the Community Parcel and must ensure that there remains no excretion or any offensive odour on that part of the Community Parcel occupied or used by the animal.

19.4 Nothing in this by-law overrides the operation of the Companion Animals Act.



Page 2 of 2

*Sign*   
*Attach seal*

REGISTERED



21 - 9 - 2007

**DP 270113**  
**Management Statement**  
**Annexure 'D' Sheet 1 of 2**

Form: 21CSM  
Release: 2.0  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

Folio identifier: 1/270113

(B) **LODGED BY**

Delivery  
Box

**124E**

Name, Address or DX and Telephone

LLPN: 123820V

Legalink Pty Ltd Sydney Office  
LB, 170 Phillip St., Sydney NSW 2000  
PO Box A250 Sydney South NSW 123  
Ph: 02 9230 6900

MORL:133355

CODE

CM  
00

**CS**

(C) **APPLICANT**

Community

Association

Deposited Plan No. 270113

(D)

The applicant certifies that by a unanimous resolution passed on 12 May 2008 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed

Added

36A and 36B

as fully set out below

(F) **TEXT OF ADDED BY-LAW**

See annexure



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

EDWARD BAKER

Date:

13/05/08

REGISTERED



5.8.2008

# DP 270113

## Management Statement

### Annexure 'D' Sheet 2 of 2

#### ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT COMMUNITY ASSOCIATION DP270113

##### BY-LAW 36A COMMUNITY PROPERTY

36A.1 The Community Association hereby permits any person authorised by the Community Association to:

- (a) use and/or occupy any Community Property adjacent to retail areas on terms determined by the Community Association; and
- (b) conduct marketing, promotional, retailing, sporting or entertainment activities on any part of Community Property on terms determined by the Community Association.

##### ~~BY-LAW 36B REAL ESTATE SIGNAGE~~

AN686446

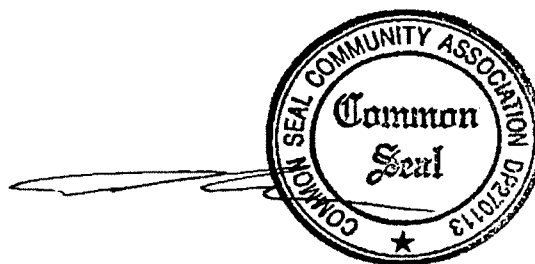
BY-LAW 36B  
REPEALED &  
REPLACED. SEE  
ANNEXURE 'J'



18.9.2018

~~36B.1 A proprietor (other than the Original Proprietor or a nominee of the Original Proprietor or the registered proprietor of lot 18) may not display signage of any type (including, without limit, real estate sale or leasing signs):~~

- ~~(a) on or near the Community Parcel; or~~
- ~~(b) on its Lot in locations visible from outside its Lot.~~



REGISTERED



5.8.2008

Form: 21CSM  
Release: 2.1  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989

**DP 270113**  
**Management Statement**  
**Annexure 'E' Sheet 1 of 4**

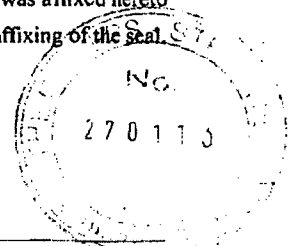
**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	1/270113		
(B) LODGED BY	Delivery Box <b>124E</b>	Name, Address or DX and Telephone LLPN: 123820V Legalink Pty Ltd Sydney Office L8, 170 Phillip St., Sydney NSW 2000 PO Box A250 Sydney South NSW 123 Ph: 02 9230 6900 MORL:175691	CODE <b>CS</b>
(C) APPLICANT	Community Association Deposited Plan No. 270113		
(D)	The applicant certifies that by a <u>special</u> resolution passed on <u>04 September 2009</u> and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:		
(E) BY-LAWS	Repealed Added By-law 39 as fully set out below		
(F) TEXT OF ADDED BY-LAW	See Annexure		

REGISTERED 13.11.2009

- (G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: Trevor Bright  
Name of witness: Trevor Bright  
Date: 29/9/09



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0612

Page 1 of 4

DEPARTMENT OF LANDS  
LAND AND PROPERTY INFORMATION DIVISION

CS AF 21003

DP270113

NC 2 6/10

# DP 270113

## Management Statement Annexure 'E' Sheet 2 of 4

### ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT COMMUNITY ASSOCIATION DP270113

#### PART 7 - PULSE

##### BY-LAW 39 THE PULSE CLUB AND PULSE COMPLEX

39.1 For the purposes of this by-law:

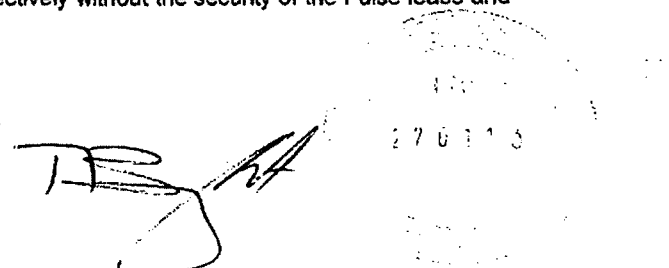
- (a) **"Pulse Club"** means Pulse Club – Combined Waterfront Community Associations Ltd ACN 127 317 622, a not for profit company limited by guarantee, whose members are limited to the community association, Waterfront community association DP 270320, the Original Proprietor and Bay Park community association (which will replace the Original Proprietor as a member on and by virtue of registration of the first strata scheme within the said Bay Park community association);
- (b) **"Pulse complex"** means the gym, tennis courts, swimming pool and art room constructed adjacent to the Piazza retail area on part lot 22 DP270320 and all facilities and equipment contained therein and may come to include such other parts of Waterfront, Harbourside and Bay Park community associations as are used from time to time for community and recreational purposes, including without limitation the library and the function centre;
- (c) **"Pulse lease"** means the lease of the Pulse complex from the original proprietor to the Pulse Club commencing 1 September 2007;
- (d) **"Pulse option"** means the option granted by the original proprietor to Pulse Club that entitles Pulse Club to purchase the Pulse complex for \$1 from 1 September 2017 or such earlier date as the original proprietor agrees;
- (e) **"Bay Park community association"** means the community scheme to be created in respect of lot 3 in DP 776611 by the Original Proprietor.

39.2 The community association notes that the objectives of the Pulse Club are to:

- (a) ensure that the Pulse complex is maintained to the highest reasonable standard;
- (b) operate, manage and improve the Pulse complex and provide associated recreational facilities and services to and for the benefit of all persons owning or occupying built commercial and residential lots within the Waterfront and Harbourside community associations and proposed Bay Park community association; and
- (c) apportion the costs associated with the running of the Pulse complex on a user pays principle.

39.3 The community association:

- (a) notes that, under by-laws 23.1 and 23.2 it may contract with other persons (such as the Pulse Club) to provide services and amenities to proprietors;
- (b) notes that, having regard to the objectives of the Pulse Club, it is in the best interests of its members that the community association be a member of the Pulse Club in order to acquire ownership and management rights in the Pulse Club;
- (c) is and has always been authorised to be a member of the Pulse Club, on behalf of the proprietor of each development lot (or, if that lot is strata subdivided, on behalf of the owners corporation occupying that lot);
- (d) having regard to its authority under paragraph (c), ratifies its membership of the Pulse Club;
- (e) notes that the Pulse Club cannot operate effectively without the security of the Pulse lease and Pulse option;





**DP 270113**

**Management Statement  
Annexure 'E' Sheet 3 of 4**

- (f) for the reasons noted in paragraph (e), and having regard to its authority under paragraph (c), confirms its approval of the Pulse lease and ratifies its execution of the Pulse lease as a member of the Pulse Club and approves its further execution of the Pulse lease to enable it to be registered at LPI; and
- (g) pursuant to paragraph (c), notes that the Pulse Club, pursuant to the Pulse Club constitution, charges membership fees to its members on a user pays principle and confirms on behalf of each development lot (or, if that lot is strata subdivided, on behalf of the owners corporation occupying that lot) that it is fair and reasonable for Pulse Club to apply the user pays principle in apportioning its costs of maintaining and operating the Pulse Complex in the manner described in by laws 39.4, 39.5 and 39.6.

- 39.4 For abundant clarity, the community association records that the Pulse Club membership fees and apportionment of costs as at the date of this by-law is determined as follows, namely:

**Harbourside community association:**

Bellagio - 141 / 1348

Palermo - 245 / 1348

**Waterfront community association:**

Valencia - 173 / 1348

Torino - 54 / 1348

Sorrento - 120 / 1348

Paros - 131 / 1348

Capri - 87 / 1348

Napoli - 76 / 1348

Mykonos - 79 / 1348

Positano - 72 / 1348

Monaco - 24 / 1348

Corfu - 54 / 1348

Monte Carlo - 5 / 1348

lot 21 DP 270320 - 20 / 1348

Portofino - 33 / 1348

Santorini - 33 / 1348

**Original Proprietor - 1 / 1348**

and notes that, for administrative convenience, the community association (or, if the community association so requests, Pulse Club) may issue separate invoices to the proprietor of each development lot (or if that lot is strata subdivided, to the owners corporation occupying that lot) to require payment of that lot's contribution to the costs of maintaining and operating the Pulse complex as required to pay the relevant community association's membership fees under the Pulse Club constitution.

- 39.5 The above apportionment is based on the number of residential and commercial apartments within each of the buildings referred to above ("strata lots" as defined in by-law 39.6 below) (e.g. Capri has 87 strata lots divided by the aggregate of all member strata lots (as at 1 June 2009, 1348 in total)). This reasonably ensures that the costs are fairly distributed amongst lot occupants on a user pays basis.

*Handwritten signature*

170113

# DP 270113

## Management Statement Annexure 'E' Sheet 4 of 4

- 39.6 These proportions will change on each occasion that there is a change in numbers of strata lots created (or deemed created) within the Harbourside, Waterfront and (if and when it is created) Bay Park community associations, with allocated proportions determined in accordance with the formula  $E / T$ , where

E = the number of strata lots within a Pulse Club member's community association

T = the total number of strata lots within the Harbourside, Waterfront and Bay Park community associations

(Note that, for the purpose of this calculation, "strata lot" means a lot created by strata subdivision within any member's estate and, if a building is completed and is in the opinion of the responsible person capable of strata subdivision, includes a lot that is in the opinion of the responsible person capable of being created as a lot by strata subdivision and therefore "deemed created", but excludes any car park lot, storage lot or utility lot. To avoid doubt, strata lot also includes each commercial unit in lot 21 DP 270320)

AF426438 BY-LAW 40  
ADDED. SEE ANNEXURE "F"



3.8.2010

REGISTERED



13.11.2009

*Handwritten signature*  
270113

Form: 21CSM  
Release: 2.1  
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**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989

**DP 270113**  
**Management Statement**  
**Annexure 'F' Sheet 1 of 4**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

1/DP270113

(B) **LODGED BY**

Document Collection Box  <b>495R</b>	Name, Address or DX, Telephone, and LLPN if any LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference:	CODE  <b>CS</b>
--	---	-----------------------

(C) **APPLICANT**

Community Association	Deposited Plan No. 270113
-----------------------	---------------------------

(D) The applicant certifies that by a unanimous resolution passed on 11 FEBRUARY 2010 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added <u>32 40</u> as fully set out below
----------	--

(F) **TEXT OF ADDED BY-LAW**

See annexure hereto



REGISTERED  & 3/8/2010

(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

TREVOR BRIGHT  
6TH APRIL 2010

**COMMUNITY ASSOCIATION DP270113**  
**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT**

**SPECIAL BY-LAW 40**

**PROCEDURE AND RESTRICTIONS FOR PROPRIETORS MOVING INTO OR FROM THEIR RESPECTIVE LOTS USING ASSOCIATION PROPERTY**

- 40.1** Prior to moving ten or more pieces of furniture on or through association property the proprietor must complete and provide to the estate manager in writing within at least five Business Days prior to the proposed date of moving:
- (a) the attached document titled "Form 1" and "Form 2"; and
  - (b) the Bond.
- 40.2** The estate manager must notify in writing within a reasonable period of time the proprietor making the application under subclause 42.1 of this by-law of:
- (a) the permitted time and date for moving, where no more than one proprietor will be permitted within their respective strata scheme building in the community association between the hours of 8.00am and 11.59am, Monday to Saturday;
  - (b) the permitted time and date for moving, where no more than one proprietor will be permitted within their respective strata scheme building in the community association between the hours of 12.00pm and 4.00pm, Monday to Saturday; and
  - (c) the completed "Form 2".
- 40.3** The proprietor must comply with the directions set-out in the completed "Form 2" provided by the estate manager, or by the estate manager in person.
- 40.4** If the estate manager reasonably determines that the proprietor has damaged community association property, the Bond may be applied to rectify damage and any balance is to be refunded within fourteen Business Days with no accrual of interest to the proprietor. This does not limit the community association's right to claim for damages in excess of the Bond.
- 40.5** If the estate manager determines that the proprietor has not damaged community association property, the Bond is to be returned within seven Business Days with no accrual of interest to the proprietor.

THE COMMON SEAL of COMMUNITY ASSOCIATION  
DEPOSITED PLAN 270113 was affixed hereto in the presence  
of a person authorised by section 8 of the Community Land  
Management Act 1989 to attest the affixing of the seal

Signature of Witness:-----

Name of Witness:-----TREVOR BRIGHT-----

Date:-----6<sup>th</sup> April 2010-----



**DP 270113**  
**Management Statement**  
**Annexure 'F' Sheet 3 of 4**

39.6 Forms referred to in this By-law:

**"FORM 1"**

Please complete and return to estate manager in accordance with By-law 39.

Apartment number and location \_\_\_\_\_

Name \_\_\_\_\_

Contact Number \_\_\_\_\_

Preferred Date of Move \_\_\_\_\_

Please tick one of the following selections. Please note ONLY one owner/occupier from each building is permitted to move furniture and large objects STRICTLY within the period of times specified below:

Preferred period for moving (8.00am to 11.59am)  
between Monday and Saturday ☐

Preferred period for moving (12.00pm to 4.00pm)  
between Monday and Saturday ☐

**TYPE OF MOVE:** *Please tick the following*

Are you moving in? ☐

Are you vacating? ☐

Are you moving some items out? \_\_\_\_\_

Name of removalist company \_\_\_\_\_

Phone Number of removalist company \_\_\_\_\_

Evidence of provision of the Bond or the Bond attached \_\_\_\_\_

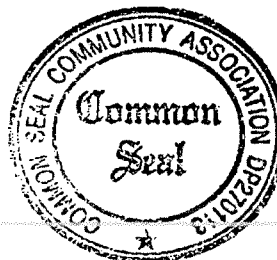
Account details or details for return of bond (if applicable) \_\_\_\_\_

**THE COMMON SEAL of COMMUNITY ASSOCIATION**  
**DEPOSITED PLAN 270113** was affixed hereto in the presence  
of a person authorised by section 8 of the Community Land  
Management Act 1989 to attest the affixing of the seal

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ **TREVOR BRIGHT**

Date: \_\_\_\_\_ **6<sup>th</sup> April 2010**



**DP 270113**  
**Management Statement**  
**Annexure 'F' Sheet 4 of 4**

**"FORM 2"**

Please complete and return to estate manager in accordance with By-law 39.

Apartment number and location \_\_\_\_\_

Name \_\_\_\_\_

Contact Number \_\_\_\_\_

Preferred Date of Move \_\_\_\_\_

Please tick one of the following selections. Please note **ONLY** one owner/occupier from each building is permitted to move furniture and large objects **STRICTLY** within the period of times specified below:

Preferred period for moving between  
Monday and Saturday (8.00am to 11.59am) ☐

Preferred period for moving between  
Monday and Saturday (12.00pm to 4.00pm) ☐

**TYPE OF MOVE:** *Please tick the following*

Are you moving in? ☐

Are you vacating? ☐

Are you moving some items out or in? \_\_\_\_\_

Name of removalist company \_\_\_\_\_

Phone Number of removalist company \_\_\_\_\_

Account details or details for return of bond (if applicable) \_\_\_\_\_

[Pursuant to Clause 6 of Schedule 6 of the *Community Land Management Act 1989* the reason for the proposed motion is to control and regulate proprietors moving furniture or large objects through the community association property and to endeavour to avoid problems encountered in the past]

**THE COMMON SEAL of COMMUNITY ASSOCIATION**  
**DEPOSITED PLAN 270113** was affixed hereto in the presence  
of a person authorised by section 8 of the Community Land  
Management Act 1989 to attest the affixing of the seal

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ **TREVOR BRIGHT** \_\_\_\_\_

Date: \_\_\_\_\_ **6<sup>th</sup> April 2010** \_\_\_\_\_



Form: 21CSM  
Release: 2.1  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989

**DP 270113**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'G'**  
Sheet 1 of 6 Sheets

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

1/DP270113

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107	CODE  <b>CS</b>
<b>495R</b>	Reference:	

(C) **APPLICANT**

Community Association	Deposited Plan No. 270113
-----------------------	---------------------------

(D) The applicant certifies that by a special resolution passed on 02 December 2011 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed 21	Added 21 as fully set out below
----------------	---------------------------------------

(F) **TEXT OF ADDED BY-LAW**

AG957812 BY-LAW 21  
REPEALED & REPLACED.  
SEE ANNEXURE "H"



9.7.2012



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: BART JAWORSKI

Date: 14 December 2011

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0612

**COMMUNITY ASSOCIATION DP270113**  
**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT**

**BY LAW 21 - Restrictions on Parking**

- 21.1 A person may not park a vehicle on association property except:
- (a) in an area set aside for the parking of vehicles;
  - (b) in accordance with the signage designating the purpose of that parking area (for example, local resident, visitor, loading, bus or taxi); and
  - (c) only for the period of time specified on the signage for that parking area.
- 21.2 No repairs to any vehicles may be undertaken on association property.
- 21.3 No vehicles with a gross weight in excess of three (3) tonnes (other than removalist vehicles) are permitted to stand on:
- (a) the driveways of any lot; or
  - (b) any part of the community parcel.
- 21.4 Roads within the community parcel are public places for the purposes of the Road Transport (General) Act 2005. Restrictions imposed on such roads within the community parcel are to be approved by Auburn Traffic Committee but Auburn City Council is not responsible for the costs of any signposting or works carried out in respect of roads within the community parcel unless such funding is specifically approved by Auburn City Council.
- 21.5 Without limiting clause 24.1, an owner or occupier of a lot in a subsidiary body must not park or stand any vehicle on association property including, without limitation, any car spaces set aside as visitor parking, unless that parking area is marked for use by local residents and then only for the period of time designated on the signage for that car space.

THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ BART JAWORSKI

Date: \_\_\_\_\_ 14<sup>th</sup> December 2011





**DP 270113**

**MANAGEMENT STATEMENT  
ANNEXURE 'G'  
Sheet 3 of 6 Sheets**

- 21.6 ~~An owner or occupier of a lot in a subsidiary body must not permit any visitor to their lot or to the community parcel to park or stand any vehicle on association property other than in an area marked as visitor parking.~~
- 21.7 Every owner and occupier of a lot in a subsidiary body must comply, and ensure that visitors to their lots or to the community parcel comply, in all respects with this by-law.
- 21.8 The community association may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the association property including, without limitation, any areas set aside as visitor parking and to preserve the security of the community parcel:
- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on association property;
  - (b) subject to clause 24.4, install signage on the association property in or about the car parking areas of the parcel advising of the effect of this by-law including, without limitation, that vehicles parked on association property in breach of this by-law may be wheel-clamped;
  - (c) subject to clause 24.4, install signage on the association property regulating the ingress and egress of vehicles to and from the community parcel and grounds of the community association;
  - (d) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the subsidiary bodies including:
    - the make and registration number of the vehicle;
    - the name of the owner or occupier of a lot in a subsidiary body who owns or uses the vehicle;
    - the lot number in the relevant subsidiary body and contact details of the owner or occupier;
    - if the owner or occupier does not own the vehicle, the name and contact details of the owner of the vehicle;

**THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113** was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature: \_\_\_\_\_

Name: BART JAWORSKI

Date: 14<sup>th</sup> December 2011



**DP 270113**

**MANAGEMENT STATEMENT**

**ANNEXURE 'G'**

**Sheet 4 of 6 Sheets**

- (e) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on association property and/or preserve the security of the community parcel.
- 21.9 If an owner or occupier of a lot in a subsidiary body parks or stands any vehicle owned by that person on association property in breach of this by-law:
- (a) if the community association has appointed an estate manager, the estate manager may, without reference to the executive committee, give a notice; or
- (b) if there is no estate manager, the executive committee (acting reasonably) may by resolution determine that a notice be given,
- to that owner or occupier requiring that the owner or occupier comply with this by-law, in default of which the community association may take action in respect of the vehicle as provided in this by-law (**Notice of Breach**).
- 21.10 The Notice of Breach given under clause (5) must:
- (a) be in writing;
- (b) be displayed prominently on the vehicle in such a way as to come to the attention of the owner of the vehicle but so as to ensure no damage is done to the vehicle;
- (c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on association property in breach of this by-law;
- (d) advise that if the owner or occupier fails to remove the said vehicle parked or standing on association property in breach of this by-law or parks or stands the said vehicle on association property repeatedly or persistently in breach of this by-law, the community association may affix a wheel clamping device to that vehicle; and
- (e) advise that a fee not exceeding \$200 may be charged by the community association for removal of the wheel clamping device.

**THE COMMON SEAL of THE COMMUNITY ASSOCIATION DEPOSITED PLAN 270113** was affixed hereto in the presence of a person authorised by Section 8 of the Community Land Management Act 1989 to attest the affixing of the seal

Signature:-----

Name:-----BART JAWORSKI-----

Date:-----14<sup>th</sup> December 2011-----



**DP 270113**

**MANAGEMENT STATEMENT**

**ANNEXURE 'G'**

**Sheet 5 of 6 Sheets**

- ~~21.11 If an owner or occupier of a lot in a subsidiary body is given a Notice of Breach under this by-law, the owner or occupier must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on association property in breach of this by-law.~~
- 21.12 If a Notice of Breach is given under this by-law to an owner or occupier of a lot in a subsidiary body and the owner or occupier does not comply with the Notice of Breach, the executive committee may resolve at a duly constituted executive committee meeting to affix a wheel clamping device to the vehicle the subject of the Notice of Breach and subsequently affix, or cause to be affixed, that wheel clamping device so long as that vehicle is, at the time at which the wheel clamping device is affixed, then parked or standing on association property in breach of this by-law.
- 21.13 The signage installed by the community association under clause 24.8 warning that motor vehicles parked in breach of this by-law may be wheel-clamped must set out a telephone number or other contact details of a person authorised to release the wheel-clamp.
- 21.14 Every owner and occupier of a lot in a subsidiary body consents to the immobilisation by means of wheel clamping of a vehicle owned or controlled by them and parked or left on association property in breach of this by-law.
- 21.15 None of the executive committee, any member thereof, the managing agent, any estate manager and any person acting under the instructions of the executive committee in accordance with this by-law shall be liable for any loss or damage sustained by an owner or occupier of a lot in a subsidiary body to whom a Notice of Breach is given and who fails to remove a vehicle parked or standing on association property or repeatedly or persistently parks or stands a vehicle on association property in breach of this by-law after a Notice of Breach is given.
- 21.16 Each member of the executive committee, the managing agent, any estate manager, each subsidiary body and every person acting under the instruction of the executive committee in accordance with this by-law are hereby indemnified by the community association against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.
- 21.17 For the avoidance of doubt, the estate manager and/or the executive committee must not give a Notice of Breach or affix a wheel clamping device to any vehicle on grounds which are, in the circumstances, frivolous or vexatious.

**THE COMMON SEAL of THE COMMUNITY ASSOCIATION DEPOSITED PLAN 270113** was affixed hereto in the presence of a person authorised by Section 8 of the Community Land Management Act 1989 to attest the affixing of the seal

Signature: \_\_\_\_\_

Name: **BART JAWORSKI**

Date: **14<sup>th</sup> December 2011**



**DP 270113**

**MANAGEMENT STATEMENT**

**ANNEXURE 'G'**

**Sheet 6 of 6 Sheets**

~~21.18 Nothing in this by-law operates to restrict or prevent the community association or any subsidiary body from making application to the Local Court for an order authorising the community association or that subsidiary body to dispose of any vehicle left on association property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.~~

THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature: \_\_\_\_\_

Name: BART JAWORSKI

Date: 14<sup>th</sup> December 2011



Form: 21CSM  
Release: 2.1  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39  
Community Land Development Act 198

**DP 270113**  
MANAGEMENT STATEMENT  
ANNEXURE 'H'  
Sheet 1 of 6 Sheets

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

1/DP270113

(B) **LODGED BY**

Document Collection Box  <b>495R</b>	Name, Address or DX, Telephone, and LLPN if any LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference:	CODE  <b>CS</b>
--	---	-----------------------

(C) **APPLICANT**

Community	Association	Deposited Plan No. 270113
-----------	-------------	---------------------------

(D) The applicant certifies that by a special resolution passed on 16 March 2012 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed 21	Added 21 as fully set out below
----------------	---------------------------------------

(F) **TEXT OF ADDED BY-LAW**

(See Annexure hereto)



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: BART JAWORSKI

Date: 24 April 2012

REGISTERED



9.7.2012

**COMMUNITY ASSOCIATION DP270113**  
**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT**

By-law 21 is repealed and replaced with the following:

**BY-LAW 21 - RESTRICTIONS ON PARKING**

- 21.1 A person may not park a vehicle on association property except:
- (a) in an area set aside for the parking of vehicles;
  - (b) in accordance with the signage designating the purpose of that parking area (for example, local resident, visitor, loading, bus or taxi); and
  - (c) only for the period of time specified on the signage for that parking area.
- 21.2 No repairs to any vehicles may be undertaken on association property.
- 21.3 No vehicles with a gross weight in excess of three (3) tonnes (other than removalist vehicles) are permitted to stand on:
- (a) the driveways of any lot; or
  - (b) any part of the community parcel.
- 21.4 Roads within the community parcel are public places for the purposes of the Road Transport (General) Act 2005. Restrictions imposed on such roads within the community parcel are to be approved by Auburn Traffic Committee but Auburn City Council is not responsible for the costs of any signposting or works carried out in respect of roads within the community parcel unless such funding is specifically approved by Auburn City Council.
- 21.5 Without limiting clause 24.1, an owner or occupier of a lot in a subsidiary body must not park or stand any vehicle on association property including, without limitation, any car spaces set aside as visitor parking, unless that parking area is marked for use by local residents and then only for the period of time designated on the signage for that car space.
- 21.6 An owner or occupier of a lot in a subsidiary body must not permit any visitor to their lot or to the community parcel to park or stand any vehicle on association property other than in an area marked as visitor parking.

**THE COMMON SEAL of THE COMMUNITY ASSOCIATION DEPOSITED PLAN 270113** was affixed hereto in the presence of a person authorised by Section 8 of the Community Land Management Act 1989 to attest the affixing of the seal

Signature: \_\_\_\_\_

Name: **BART JAWORSKI**

Date: **24 April 2012**



**DP 270113**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'H'**  
**Sheet 3 of 6 Sheets**

- 21.7 Every owner and occupier of a lot in a subsidiary body must comply, and ensure that visitors to their lots or to the community parcel comply, in all respects with this by-law.
- 21.8 The community association may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the association property including, without limitation, any areas set aside as visitor parking and to preserve the security of the community parcel:
- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on association property;
  - (b) subject to clause 24.4, install signage on the association property in or about the car parking areas of the parcel advising of the effect of this by-law including, without limitation, that vehicles parked on association property in breach of this by-law may be wheel-clamped;
  - (c) subject to clause 24.4, install signage on the association property regulating the ingress and egress of vehicles to and from the community parcel and grounds of the community association;
  - (d) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the subsidiary bodies including:
    - the make and registration number of the vehicle;
    - the name of the owner or occupier of a lot in a subsidiary body who owns or uses the vehicle;
    - the lot number in the relevant subsidiary body and contact details of the owner or occupier;
    - if the owner or occupier does not own the vehicle, the name and contact details of the owner of the vehicle;
  - (e) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on association property and/or preserve the security of the community parcel.

**THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal**

Signature: \_\_\_\_\_

Name: **-----BART JAWORSKI-----**

Date: **-----24 April 2012-----**



**DP 270113**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'H'**  
**Sheet 4 of 6 Sheets**

21.9 If an owner or occupier of a lot in a subsidiary body parks or stands any vehicle owned by that person on association property in breach of this by-law:

- (a) if the community association has appointed an estate manager, the estate manager may, without reference to the executive committee, give a notice; or
- (b) if there is no estate manager, the executive committee (acting reasonably) may by resolution determine that a notice be given,

to that owner or occupier requiring that the owner or occupier comply with this by-law, in default of which the community association may take action in respect of the vehicle as provided in this by-law (**Notice of Breach**).

21.10 The Notice of Breach given under clause (5) must:

- (a) be in writing;
- (b) be displayed prominently on the vehicle in such a way as to come to the attention of the owner of the vehicle but so as to ensure no damage is done to the vehicle;
- (c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on association property in breach of this by-law;
- (d) advise that if the owner or occupier fails to remove the said vehicle parked or standing on association property in breach of this by-law or parks or stands the said vehicle on association property repeatedly or persistently in breach of this by-law, the community association may affix a wheel clamping device to that vehicle; and
- (e) advise that a fee not exceeding \$200 may be charged by the community association for removal of the wheel clamping device.

21.11 If an owner or occupier of a lot in a subsidiary body is given a Notice of Breach under this by-law, the owner or occupier must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on association property in breach of this by-law.

**THE COMMON SEAL of THE COMMUNITY ASSOCIATION DEPOSITED PLAN 270113** was affixed hereto in the presence of a person authorised by Section 8 of the Community Land Management Act 1989 to attest the affixing of the seal

Signature: \_\_\_\_\_

Name: **BART JAWORSKI**

Date: **24 April 2012**





**DP 270113**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'H'**  
**Sheet 5 of 6 Sheets**

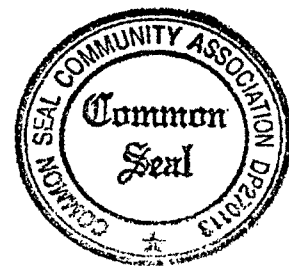
- 21.12 If a Notice of Breach is given under this by-law to an owner or occupier of a lot in a subsidiary body and the owner or occupier does not comply with the Notice of Breach, the executive committee may resolve at a duly constituted executive committee meeting to affix a wheel clamping device to the vehicle the subject of the Notice of Breach and subsequently affix, or cause to be affixed, that wheel clamping device so long as that vehicle is, at the time at which the wheel clamping device is affixed, then parked or standing on association property in breach of this by-law.
- 21.13 The signage installed by the community association under clause 24.8 warning that motor vehicles parked in breach of this by-law may be wheel-clamped must set out a telephone number or other contact details of a person authorised to release the wheel-clamp.
- 21.14 Every owner and occupier of a lot in a subsidiary body consents to the immobilisation by means of wheel clamping of a vehicle owned or controlled by them and parked or left on association property in breach of this by-law.
- 21.15 None of the executive committee, any member thereof, the managing agent, any estate manager and any person acting under the instructions of the executive committee in accordance with this by-law shall be liable for any loss or damage sustained by an owner or occupier of a lot in a subsidiary body to whom a Notice of Breach is given and who fails to remove a vehicle parked or standing on association property or repeatedly or persistently parks or stands a vehicle on association property in breach of this by-law after a Notice of Breach is given.
- 21.16 Each member of the executive committee, the managing agent, any estate manager, each subsidiary body and every person acting under the instruction of the executive committee in accordance with this by-law are hereby indemnified by the community association against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.
- 21.17 For the avoidance of doubt, the estate manager and/or the executive committee must not give a Notice of Breach or affix a wheel clamping device to any vehicle on grounds which are, in the circumstances, frivolous or vexatious.

**THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal**

Signature: \_\_\_\_\_

Name: **BART JAWORSKI**

Date: **24 April 2012**



**DP 270113**

**MANAGEMENT STATEMENT**

**ANNEXURE 'H'**

**Sheet 6 of 6 Sheets**

- 21.18 Nothing in this by-law operates to restrict or prevent the community association or any subsidiary body from making application to the Local Court for an order authorising the community association or that subsidiary body to dispose of any vehicle left on association property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.
- 21.19 The Community Association can enter into agreements with Auburn Local Council under section 650 of the Local Government Act 1993 to regulate car parking in accordance with the terms of the agreements.

**THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113** was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature: \_\_\_\_\_

Name:-----BART JAWORSKI-----

Date: ----24 April 2012-----



Form: 21CSM  
Release: 2-4

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989

**DP 270113**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'I'**  
Sheet 1 of 1 Sheet

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

1/270113

(B) LODGED BY

Document  
Collection  
Box

Name, Address or DX, Telephone, and Customer Account Number if any  
Morgan Lewis Level 16, 9 Castlereagh St Sydney 2000  
Tel: 8257 34338  
C.A.N. 132052Q

**286B**

Reference: BM:20100898

CODE

**CS**

(C) APPLICANT

Community

Association

Deposited Plan No. 270113

(D)

The applicant certifies that by a special resolution passed on 03 August 2012 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed

Added

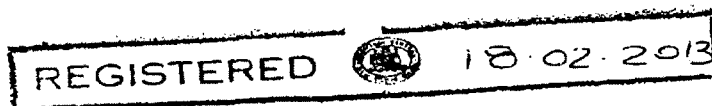
Sheet 17B

Sheet 17C

as fully set out below

(F) TEXT OF ADDED BY-LAW

Accessway Plan Replacement Sheet 17B is removed and Accessway Plan Replacement Sheet 17C is inserted.



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

PHILLIP COURT

Date:

28 SEPTEMBER 2012

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111

**DP 270113**

MANAGEMENT STATEMENT

ANNEXURE 'J'

Sheet 1 of 2 Sheets

Form: 21CSM

Release: 2-4

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

1/270113

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153, +61 411 777 557 (NSW LRS Customer Account Number: 135632E) Reference: BLA/1750	CODE  <b>CS</b>
-------------------------	--	-----------------------

(C) APPLICANT

Community <input checked="" type="checkbox"/> Association	Deposited Plan No. 270113
---	---------------------------

(D)

The applicant certifies that by a special ☒ resolution passed on 14 August 2018 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed By-law No.12 & 36b	Added By-law No.12 & 36b as fully set out below
--------------------------------	--

(F) TEXT OF ADDED BY-LAW

(See Annexure Attached)

REGISTERED



18-9-2018

(G) The common seal of the Community association deposited plan 270113

in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to witness the affixing of the seal.

Signature of witness:

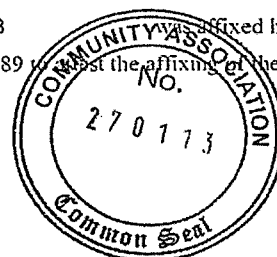
*TREYOR BRIGHT*

Name of witness:

TREYOR BRIGHT

Date:

23 AUGUST 2018



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111

**DP 270113**

MANAGEMENT STATEMENT

ANNEXURE 'J'

Sheet 2 of 2 Sheets

ANNEXURE TO AMENDMENT TO COMMUNITY MANAGEMENT STATEMENT

By-Law 12 – Garbage

12.1 The Community Association may provide garbage bins on Community Property for the storage of garbage and proprietors may not deposit any rubbish on the Community Property.

By-Law 36b – Real Estate Signage

A proprietor may only display real estate signage anywhere within the community scheme if the sign:

- (a) is located on the verges surrounding a building or on a nature strip adjacent to a footpath, but at no stage on a footpath;
- (b) is a style and type which:
  - (i) is portable, resting on its own weight and not fixed to the ground or any improvement; and
  - (ii) does not penetrate at all into the ground, for example with spikes;
  - (iii) is in an A-frame style, with the approximate dimensions of 630mm x 580mm x 50mm, with no flag style signs permitted; and
- (c) Temporary signage is to be installed not earlier than 4 hours prior to inspection and removed not later than 4 hours after inspection.

In this by-law, "real estate signage" means any sign advertising the sale or leasing of a lot in the community scheme.

REGISTERED



18-9-2018

The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

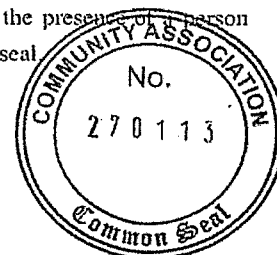
*Trevor Bright*

Name of witness:

TREVOR BRIGHT

Date:

23 AUGUST 2018



Form: 21CSM  
Release: 2.4

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989

**DP270113**  
**MANAGEMENT STATEMENT**  
-ANNEXURE 'K'  
Sheet 1 of 2 Sheets

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	1/270113				
(B) LODGED BY	Document Collection Box <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/2068	CODE <b>CS</b>		
(C) APPLICANT	Community <input checked="" type="checkbox"/> Association Deposited Plan No. 270113				
(D)	The applicant certifies that by a special <input checked="" type="checkbox"/> resolution passed on 11 February 2019 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:				
(E) BY-LAWS	<table border="1"><tr><td>Repealed</td><td>Added By-law 36c as fully set out below</td></tr></table>			Repealed	Added By-law 36c as fully set out below
Repealed	Added By-law 36c as fully set out below				
(F) TEXT OF ADDED BY-LAW					

(See Annexure Attached)

REGISTERED



2.5.2019

(G) The common seal of the Community association deposited plan 270113 in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *TREVA*

Name of witness: *TREVOR BRIGHT*

Date: *10 APRIL 2019*

Witnessed hereto and affixed the seal of the Community Association No. 270113 Common Seal

**DP270113**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'K'**  
Sheet 2 of 2 Sheets

**ANNEXURE TO AMENDMENT TO COMMUNITY MANAGEMENT STATEMENT**

**By-Law 36c – Restricted Property By-Law Granted in favour of Community Association**

This by-law is to notify the members of the Community Scheme that The Owners – Strata Plan No. 86978, being the strata corporation of a Subsidiary Scheme in the Community Scheme, has granted to the Community Association rights under a restricted property by-law in respect of the common property of that Subsidiary Scheme under Sections 54 (4) and (5) of the Community Land Management Act 1989, for the purposes of installing, operating, maintaining, renewing and replacing a Digital Radio system, as set out in the terms of the by-law so passed by that Subsidiary Scheme.

REGISTERED  2.5.2019

The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal. No.

Signature of witness: 

Name of witness: TREVOR BRIGHT

Date: 10 APRIL 2019



ALL HANDWRITING MUST BE IN BLOCK CAPITALS  
1111

3789559 IM



Form: 97-11R  
Licence: 026CN/0536/96

## REQUEST

New South Wales  
Real Property Act 1900

Instructions for filling out this form are  
available from the Land Titles Office

(A) **STAMP DUTY**  
If applicable.

Office of State Revenue use only

(B) **TITLE**  
Show no more  
than 20 titles.

DP 270113

1/270113

(C) **REGISTERED DEALING**  
If applicable.

COMMUNITY MANAGEMENT STATEMENT DP 270113

(D) **LODGED BY**

LTO Box

Name, Address or DX and Telephone

Dealing Code

328  
4Q

Morgan Lewis Alter Lawyers  
DX 223 SYDNEY

REFERENCE (15 character maximum): PAYCE 010 960565

(E) **APPLICANT**

COMMUNITY ASSOCIATION DP 270113

(F) **REQUEST**

That the community management statement be amended as per the attached schedule

E 230618



## SCHEDULE

### (F) REQUEST AMENDMENT OF MANAGEMENT STATEMENT Section 39 Community Land Development Act 1989

The Applicant certifies that, by a special resolution passed on <sup>9 December 1997</sup> 1 in accordance with section <sup>sub</sup> 14 of the Community Land Management Act 1989, it amended the management statement by substituting enclosed sheets 1A, 6A, 12A - 15A and 17A - 19F in place of existing sheets 1, 6, 12 - 15 and 17 - 19.

The variations effected by this substitution of sheets are as follows:

#### Sheet 1A

The name of the estate is inserted and drafting solicitor details are updated.

#### Sheet 6A

By-laws 10.1 - 10.4 are amended by deleting "Business Park" (wherever occurring).

By-law 12.2 is merged into by-law 12.1.

By-law 13.1 is deleted and a new by-law 13.1 substituted.

#### Sheets 12A - 15A

All amendments relate to definitions in by-law 38.1. as follows:

The term "Business Park" (wherever occurring) is deleted, and definitions are relisted in correct alphabetical order.

Page references are corrected in the definitions of "Access Way Plan", "Concept Plan" and "Service Works Plan".

The "Business Park Infrastructure" definition is deleted.

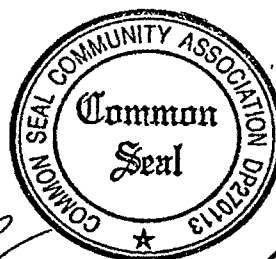
#### Sheets 17A - 19F

Sheets 17A and 18A replace sheets 17 and 18 in order to reflect the subdivision of lot 7 into lots 8 - 16 and the consolidation of lot 13 into lot 1.

Sheets 19A - 19F replace sheet 19 in order to:

- (a) reflect the subdivision of lot 7 into lots 8 - 16 and the consolidation of lot 13 into lot 1; and
- (b) split what was formerly a single services diagram into a separate diagram for each service.

The common seal of the Community Association Deposited Plan No. 270113 was affixed hereto on *10 February* 1997 in the presence of *Lynne Veness & Michael Winne<sup>CM</sup>*, the person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal



*Lynne Veness*  
Lynne Veness

*Michael Winne<sup>CM</sup>*  
MICHAEL WINNEM

1A

**FORM 28**

**COMMUNITY LAND DEVELOPMENT ACT 1989  
COMMUNITY LAND MANAGEMENT ACT 1989**

**HARBOURSIDE ESTATE  
COMMUNITY MANAGEMENT STATEMENT**

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**WARNING**

The terms of this Management Statement are binding on the Community Association, each Subsidiary Body within the Community Scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot, Neighbourhood Lot or Strata Lot within the Community Scheme.

---

**Morgans Lewis Alter Lawyers  
Level 12  
15 Castlereagh Street  
SYDNEY NSW 2000**

**Tel: (612) 9221 3444  
Fax: (612) 9221 6095  
DX: 223 SYDNEY  
Internet: [registry@mla-law.com](mailto:registry@mla-law.com)**

**PART 3  
MANDATORY MATTERS**

**BY-LAW 8 OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS**

- 8.1 The area shown as Area A on the Access Way Plan is an open access way available for public use as a road and footpath.
- 8.2 The area shown as Area B on the Access Way Plan is an open access way available for public use as a footpath

**BY-LAW 9 PERMITTED USES OF AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY**

- 9.1 Permitted uses of Community Property are as set out in this document.

**BY-LAW 10 MANAGING, OPERATING AND MAINTAINING COMMUNITY PROPERTY**

- 10.1 The Manager will perform the Management Program and, at intervals of no more than 6 months, report in reasonable detail to the owners of all lots on management activities and costs.
- 10.2 Each owner will pay its contribution to the Manager within 14 days after receiving an invoice for payment of its contribution showing the items and amounts which make up the total amount of Management Costs and the basis upon which the owner's share of the costs is apportioned.
- 10.3 The Manager may from time to time notify each owner of the Manager's reasonable estimate of each owner's contribution to Management Costs for any period not exceeding one year in advance of the estimate and, if so, each owner will pay to the Manager the estimated contribution during that period by equal monthly instalments in advance on the first day of each month. The estimate shall be accompanied by a detailed budget of income and expenditure in relation to the Management Program for the period.
- 10.4 The Manager will prepare and provide to each owner audited details of actual Management Costs in relation to the relevant period as soon as reasonably practical after the end of that period, and any necessary adjustment between the estimated and actual contributions of each owner will be made and any credit to or further payment by each owner will be allowed or made by or to the Manager within 14 days after that calculation is notified by the Manager to each owner.

**BY-LAW 11 INTERNAL FENCING**

- 11.1 If the Architectural Standards prohibit the construction of fences on any part of the Community Parcel, the Dividing Fences Act 1991 will not apply in respect of those parts.

**BY-LAW 12 GARBAGE**

- 12.1 The Community Association will not provide garbage bins on Community Property for the storage of garbage and proprietors may not deposit any rubbish on the Community Property.

**BY-LAW 13 SERVICES**

- 13.1 The Service Works Plan sets out service lines for the supply of services (other than water, sewerage and drainage) within the Community Parcel. Electricity lines and gas lines are owned by Energy Australia and AGL Gas Company (NSW) Limited and maintained by them in accordance with land titles office memoranda O915806 and Z507490B respectively. The Community Association owns all other service lines in the Service Works Plan and, unless otherwise provided, repair and maintenance of such other service lines is the responsibility of the Community Association.

12A

**BY-LAW 33 COMMUNICATIONS WITH COMMUNITY ASSOCIATION**

- 33.1 Any complaint, notice request or application to the Community Association must be addressed in writing to the Secretary.

**BY-LAW 34 COMMUNICATIONS FROM COMMUNITY ASSOCIATION**

- 34.1 Any approval, notice or authorisation by the Community Association under these By-Laws must be in writing.

**BY-LAW 35 APPROVALS BY COMMUNITY ASSOCIATION**

- 35.1 The Community Association may give conditionally or unconditionally or withhold its approval under these By-Laws in its absolute discretion unless expressly provided otherwise in these By-Laws.

**BY-LAW 36 EXHIBITION OF BY-LAWS**

- 36.1 A copy of these By-Laws must be kept by the Executive Committee and be available for inspection by proprietors.

**PART 5  
BY-LAWS REQUIRED BY PUBLIC AUTHORITY**

By-laws in this part are made at the request of the Council and, in accordance with schedule 3 clause 4 of the Development Act, may not be amended or revoked without the consent of the Council.

- 37.1 Any development application in relation to the Park will include an environmental management strategy (identified by a comprehensive land contamination plan approved by the Council) addressing any reasonable possibility of land and groundwater contamination relevant to the development.

**PART 6  
INTERPRETATION**

**BY-LAW 38 INTERPRETATION**

- 38.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

"Access Road" means the area shown as Area A on the Access Way Plan.

"Access Way Plan" means replacement sheet 17A of the Management Statement.

"Applicant" means a proprietor who makes an application to the Original Proprietor or Executive Committee under By-Law 1.

"Annual General Meeting" means an annual general meeting of the Community Association other than the First Annual General Meeting.

"Application" means a building application or development application referred to in By-Law 1 and to be submitted to the Council only after approved in accordance with By Law 1.

"Architectural Standards" means architectural standards prescribed from time to time by the Community Association in respect of Community Parcel.

"Area E" means that part of Lot 7 designated as (E) on the Concept Plan or such other area as may be designated by the Original Proprietor (during the Development Period) or Executive Committee (after

13A

the Development Period).

**"Board"** means the Community Schemes Board constituted under the Management Act.

**"By-Law"** means a By-Law included in this Management Statement.

**"Common Property"** means the common property in a strata scheme created on registration of a strata plan.

**"Community Association"** means the corporation that:

- (a) is constituted by section 25 of the Development Act on registration of the Community Plan; and
- (b) is established as a community association by section 5 of the Management Act.

**"Community Development Lot"** means a lot in the Community Plan which is not Community Property, a public reserve or a drainage reserve and is not land that has become subject to a Subsidiary Scheme or a lot that has been severed from the Community Scheme.

**"Community Parcel"** means the land the subject of the Community Scheme.

**"Community Plan"** means the deposited plan registered with this instrument.

**"Community Property"** means Lot 1 in the Community Plan and all items of Infrastructure, and may come to include the additional areas referred to in By Laws 1.10 and 1.11.

**"Community Scheme"** is as defined in the Management Act.

**"Community Schemes Legislation"** means the Development Act, the Management Act and cognate legislation.

**"Concept Plan"** means replacement sheet 18A of the Management Statement.

**"Council"** means Auburn Municipal Council and, in relation to Part 1, any other authority with building and development consent functions.

**"Development Act"** means the Community Land Development Act 1989 and regulations made under it.

**"Development Activities"** includes:

- (a) installation of utility services in accordance with the Service Works Plan;
- (b) bulk earthworks to, and profile of landscaping within, the Access Road;
- (c) Access Road preparation, sealing, kerbing and guttering to a standard of practical completion;
- (d) street lighting along the Access Road; and
- (e) landscaping and water feature work at the Bennelong Road frontage, and landscaping and footpath along the Access Road.

**"Development Period"** means the period expiring when the Original Proprietor either ceases to be a proprietor or notifies the Community Association that the Development Period has ended (whichever occurs first).

**"Executive Committee"** means the executive committee of the Community Association as constituted from time to time under the Management Act.

14A.

**"Road Area F"** means that part of Lot 7 designated as (F) on the Concept Plan.

**"Road Area G"** means that part of Lot 7 designated as (G) on the Concept Plan or such other area as may be designated by the Original Proprietor (during the Development Period) or Executive Committee (after the Development Period).

**"First Annual General Meeting"** means the General Meeting convened and held under section 9 of the Management Act.

**"Function"** includes a power, authority and duty.

**"General Meeting"** means an annual general meeting or a special general meeting of the Community Association.

**"Infrastructure"** means roadways, footways, utility services and landscape features (including without limitation, trees, shrubbery, plants and grass, ponds, water courses, channels and other water features) located as shown in the Service Works Plan and as otherwise determined by the Original Proprietor.

**"Landscaping Plan"** means the Concept Plan and any plan for landscaping approved by the Original Proprietor (during the Development Period) or Executive Committee (after the Development Period).

**"Landscape Standards"** means the landscape standards prescribed from time to time by the Community Association in respect of Community Parcel consistently with the Landscaping Plan.

**"Lot"** means a Community Lot, Community Development Lot or any lot which is a subdivision or resubdivision of a Community Lot or Community Development Lot.

**"Management Act"** means the Community Land Management Act 1989 and regulations made under it.

**"Management Costs"** means all costs incurred by the Manager in performing the Management Plan (including its own reasonable service fee which may not exceed 10% of total Management Costs).

**"Management Program"** means a program of:

- (a) keeping Community Property clean and tidy at all times;
- (b) regularly inspecting all items of Infrastructure to check that each item is in good condition and/or operating satisfactorily;
- (c) ensuring the proper maintenance, repair and (if repair is not practical) replacement of all items of Infrastructure; and
- (d) payment of any rates, taxes or statutory authority charges relating to the Community Association.

**"Manager"** means the Executive Committee or Managing Agent.

**"Managing Agent"** means an agent appointed under section 50 of the Management Act.

**"Managing Statement"** means the statement registered with the Community Plan from time to time added to, modified or amended in accordance with the Community Titles Legislation.

**"Original Proprietor"** means Payce Properties Pty Limited or any assign nominated by Payce Properties Pty Limited by notice to the Community Association.

**"Park"** means any name given to the Community Parcel by the Original Proprietor.

15A

**"Permitted Person"** means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Lot, the Community Association or a Subsidiary Body.

**"proprietor"** means a proprietor of a Lot and includes:

- (a) a lessee of a Lot;
- (b) an occupier of a Lot; and
- (c) any officer, agent, employee, contractor or invitee of the proprietor, lessee or occupier.

**"Rules"** means the rules made under By-Law 42.

**"Secretary"** means the secretary of the Community Association.

**"Service Works Plan"** means replacement sheets 19A-19E of the Management Statement.

**"Sinking Fund"** means the sinking fund referred to in section 12 part 4 of schedule 1 of the Management Act.

**"Subsidiary Body"** is as defined in the Management Act.

**"Subsidiary Scheme"** is as defined in the Management Act.

**"Treasurer"** means the treasurer of the Community Association.

**"utility services"** includes stormwater, water, sewerage (including pumping station and rising main), drainage, gas, electricity, telecommunications and data services.

38.2 In the By-Laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later; and
- (g) headings are inserted for convenience and do not affect the interpretation of this Management Statement.

38.3 Unenforceability of a part or provision of these By-Laws does not affect the unenforceability of any other part or provision.

38.4 The Community Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.



RP88/ANNEX

## REGISTRATION DIRECTION ANNEXURE

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THE FORM

## **SECOND SCHEDULE AND OTHER DIRECTIONS**

[illegible]

Form: 21CSM  
Release: 1  
www.lpi.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989



**AB445025X**

**PRIVACY NOTE:** this information is legally required and will become part of the public record

(A) **TORRENS TITLE**

Folio of the Register for the Association Property  
1/270113

(B) **LODGED BY**

Delivery  
Box

Name, Address or DX and Telephone

CODE

*lw*

Morgan Lewis Alter  
Level 12, 15 Castlereagh Street  
SYDNEY NSW 2000

**CS**

Reference (optional): MLR 20041410

(C) **APPLICANT**

Community Association

Deposited Plan No. 270113

(D) The applicant certifies that by a unanimous resolution passed on 15 November 2004 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed

Added

as fully set out below

(F) **TEXT OF ADDED BY-LAW**

"Replace existing access way plan sheet 17A with replacement access way sheet 17B."

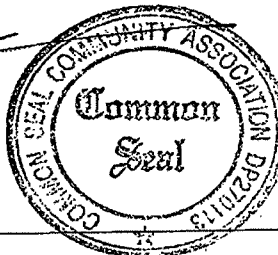
(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

*PHILLIP DOUGGAN*  
*22/04/05*



**Use this side only for Second Schedule directions**

DO NOT USE BOTH SIDES OF THE FORM.

[illegible]

Form: 21CSM  
Release: 2.1  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989



**AD377782G**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

Folio identifier 1/270113

(B) **LODGED BY**

<b>Delivery Box</b> <b>124E</b>	<b>Name, Address or DX and Telephone</b> Legalink Pty Ltd (head Office - Sydne LEVEL 8, 170 PHILLIP STREET SYDNEY NSW 2000 Ph: 02 9230 6900 <b>MORL:111703</b>	<b>CODE</b>  <b>CS</b>
------------------------------------	---	------------------------------

(C) **APPLICANT**

<u>Community</u> Association	Deposited Plan No. <u>270113</u>
------------------------------	----------------------------------

(D) The applicant certifies that by a special resolution passed on 10 July 2007 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

<b>Repealed</b> <u>19</u>	<b>Added</b> <u>19</u> as fully set out below
------------------------------	--

(F) **TEXT OF ADDED BY-LAW**

See annexure



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: [Signature]

Name of witness: EDWARD BAKER

Date: 26/07/07

**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT  
COMMUNITY ASSOCIATION DP270113**

**BY-LAW 19 KEEPING OF ANIMALS**

19.1 A Proprietor of the Community Parcel may bring onto the Community Parcel:

- (a) one small cat or one small dog (other than an excluded dog); and/or
- (b) one small caged bird; and/or
- (c) one small tank of fish.

An excluded dog means;

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a Japanese tosa;
- (e) any other outcross;
- (f) any dog prohibited from importation into Australia by the Commonwealth Government;
- (g) an unregistered or dangerous dog under legislation; and
- (h) any dog weighing in excess of 12 kilograms.

19.2 A proprietor that brings an animal onto the Community Parcel must ensure that:


- (a) the animal is at all times kept under control; and
- (b) the animal is accompanied by the Proprietor.

19.3 Where a Proprietor brings an animal onto the Community Parcel, the Proprietor is:

- (a) liable to all Proprietors and other persons lawfully on the Community Parcel for any noise which is disturbing to an extent which is unreasonable and any damage to or loss of property or injury to any person caused by the animal; and
- (b) responsible for cleaning up after the animal has occupied or used any part of the Community Parcel and must ensure that there remains no excretion or any offensive odour on that part of the Community Parcel occupied or used by the animal.

19.4 Nothing in this by-law overrides the operation of the Companion Animals Act.



Sign x 

Attach seal

UNDER CH  
ON DL AMENDMENT TO MANAGEMENT  
STATEMENT. BY LAW 19 REPEALED  
AND REPLACED. SEE ANNEXURE 'C'  
OF THE MANAGEMENT STATEMENT.



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**AMENDMENT OF  
MANAGEMENT STATEMENT...**

**AD968634D**

New South Wales  
Section 39  
Community Land Development Act 1989

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

Folio identifier: 1/270113

(B) **LODGED BY**

Delivery  
Box

**124E**

Name, Address or DX and Telephone

LLPN: 123820V

Legalink Pty Ltd Sydney Office  
L8, 170 Phillip St., Sydney NSW 2000  
PO Box A250 Sydney South NSW 123  
Ph: 02 9230 6900

MORL:133355

CODE

CM  
UO

**CS**

(C) **APPLICANT**

Community Association

Deposited Plan No. 270113

(D)

The applicant certifies that by a unanimous resolution passed on 12 May 2008 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed

Added

36A and 36B as fully set out below

(F) **TEXT OF ADDED BY-LAW**

See annexure



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

EDWARD BAKER

Date:

13/05/08

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0507

**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT  
COMMUNITY ASSOCIATION DP270113**

**BY-LAW 36A COMMUNITY PROPERTY**

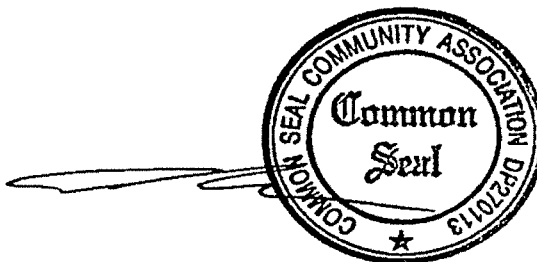
**36A.1** The Community Association hereby permits any person authorised by the Community Association to:

- (a) use and/or occupy any Community Property adjacent to retail areas on terms determined by the Community Association; and
- (b) conduct marketing, promotional, retailing, sporting or entertainment activities on any part of Community Property on terms determined by the Community Association.

**BY-LAW 36B REAL ESTATE SIGNAGE**

**36B.1** A proprietor (other than the Original Proprietor or a nominee of the Original Proprietor or the registered proprietor of lot 18) may not display signage of any type (including, without limit, real estate sale or leasing signs):

- (a) on or near the Community Parcel; or
- (b) on its Lot in locations visible from outside its Lot.



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**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989



**AF35031Q**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

1/270113

(B) **LODGED BY**

Delivery  
Box

**124E**

Name, Address or DX and Telephone

**LLPN: 123820V**

Legalink Pty Ltd Sydney Office  
18, 170 Phillip St., Sydney NSW 2000  
PO Box A250 Sydney South NSW 123  
Ph: 02 9230 6900

**MORL:175691**

CODE

**CS**

(C) **APPLICANT**

Community Association

Deposited Plan No. 270113

(D)

The applicant certifies that by a special resolution passed on 04 September 2009 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed

Added

By-law 39 as fully set out below

(F) **TEXT OF ADDED BY-LAW**

See Annexure

(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: Trevor Wright

Name of witness: Trevor Wright

Date: 29/9/09



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0612

Page 1 of 4

DEPARTMENT OF LANDS  
LAND AND PROPERTY INFORMATION DIVISION

CS AF 21003

DP270113

NC2 6/10



**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT  
COMMUNITY ASSOCIATION DP270113**

**PART 7 - PULSE**

**BY-LAW 39 THE PULSE CLUB AND PULSE COMPLEX**

39.1 For the purposes of this by-law:

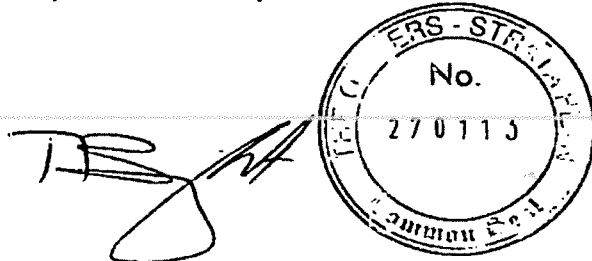
- (a) **"Pulse Club"** means Pulse Club – Combined Waterfront Community Associations Ltd ACN 127 317 622, a not for profit company limited by guarantee, whose members are limited to the community association, Waterfront community association DP 270320, the Original Proprietor and Bay Park community association (which will replace the Original Proprietor as a member on and by virtue of registration of the first strata scheme within the said Bay Park community association);
- (b) **"Pulse complex"** means the gym, tennis courts, swimming pool and art room constructed adjacent to the Piazza retail area on part lot 22 DP270320 and all facilities and equipment contained therein and may come to include such other parts of Waterfront, Harbourside and Bay Park community associations as are used from time to time for community and recreational purposes, including without limitation the library and the function centre;
- (c) **"Pulse lease"** means the lease of the Pulse complex from the original proprietor to the Pulse Club commencing 1 September 2007;
- (d) **"Pulse option"** means the option granted by the original proprietor to Pulse Club that entitles Pulse Club to purchase the Pulse complex for \$1 from 1 September 2017 or such earlier date as the original proprietor agrees;
- (e) **"Bay Park community association"** means the community scheme to be created in respect of lot 3 in DP 776611 by the Original Proprietor.

39.2 The community association notes that the objectives of the Pulse Club are to:

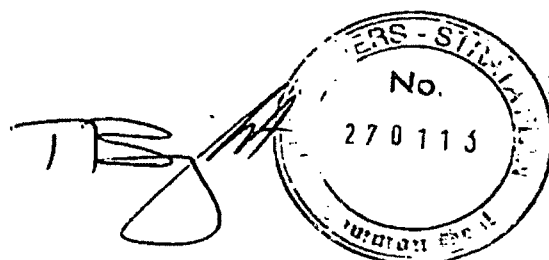
- (a) ensure that the Pulse complex is maintained to the highest reasonable standard;
- (b) operate, manage and improve the Pulse complex and provide associated recreational facilities and services to and for the benefit of all persons owning or occupying built commercial and residential lots within the Waterfront and Harbourside community associations and proposed Bay Park community association; and
- (c) apportion the costs associated with the running of the Pulse complex on a user pays principle.

39.3 The community association:

- (a) notes that, under by-laws 23.1 and 23.2 it may contract with other persons (such as the Pulse Club) to provide services and amenities to proprietors;
- (b) notes that, having regard to the objectives of the Pulse Club, it is in the best interests of its members that the community association be a member of the Pulse Club in order to acquire ownership and management rights in the Pulse Club;
- (c) is and has always been authorised to be a member of the Pulse Club, on behalf of the proprietor of each development lot (or, if that lot is strata subdivided, on behalf of the owners corporation occupying that lot);
- (d) having regard to its authority under paragraph.(c), ratifies its membership of the Pulse Club;
- (e) notes that the Pulse Club cannot operate effectively without the security of the Pulse lease and Pulse option;



- (f) for the reasons noted in paragraph (e), and having regard to its authority under paragraph (c), confirms its approval of the Pulse lease and ratifies its execution of the Pulse lease as a member of the Pulse Club and approves its further execution of the Pulse lease to enable it to be registered at LPI; and
- (g) pursuant to paragraph (c), notes that the Pulse Club, pursuant to the Pulse Club constitution, charges membership fees to its members on a user pays principle and confirms on behalf of each development lot (or, if that lot is strata subdivided, on behalf of the owners corporation occupying that lot) that it is fair and reasonable for Pulse Club to apply the user pays principle in apportioning its costs of maintaining and operating the Pulse Complex in the manner described in by laws 39.4, 39.5 and 39.6.
- 39.4 For abundant clarity, the community association records that the Pulse Club membership fees and apportionment of costs as at the date of this by-law is determined as follows, namely:
- Harbourside community association:**
- Bellagio - 141 / 1348
- Palermo - 245 / 1348
- Waterfront community association:**
- |                        |                              |
|------------------------|------------------------------|
| Valencia - 173 / 1348  | Torino - 54 / 1348           |
| Sorrento - 120 / 1348  | Paros - 131 / 1348           |
| Capri - 87 / 1348      | Napoli - 76 / 1348           |
| Mykonos - 79 / 1348    |                              |
| Positano - 72 / 1348   |                              |
| Monaco - 24 / 1348     | Corfu - 54 / 1348            |
| Monte Carlo - 5 / 1348 | lot 21 DP 270320 - 20 / 1348 |
| Portofino - 33 / 1348  |                              |
| Santorini - 33 / 1348  |                              |
- Original Proprietor - 1 / 1348**
- and notes that, for administrative convenience, the community association (or, if the community association so requests, Pulse Club) may issue separate invoices to the proprietor of each development lot (or if that lot is strata subdivided, to the owners corporation occupying that lot) to require payment of that lot's contribution to the costs of maintaining and operating the Pulse complex as required to pay the relevant community association's membership fees under the Pulse Club constitution.
- 39.5 The above apportionment is based on the number of residential and commercial apartments within each of the buildings referred to above ("strata lots" as defined in by-law 39.6 below) (e.g. Capri has 87 strata lots divided by the aggregate of all member strata lots (as at 1 June 2009, 1348 in total)). This reasonably ensures that the costs are fairly distributed amongst lot occupants on a user pays basis.



- 39.6 These proportions will change on each occasion that there is a change in numbers of strata lots created (or deemed created) within the Harbourside, Waterfront and (if and when it is created) Bay Park community associations, with allocated proportions determined in accordance with the formula  $E / T$ , where

$E$  = the number of strata lots within a Pulse Club member's community association

$T$  = the total number of strata lots within the Harbourside, Waterfront and Bay Park community associations

(Note that, for the purpose of this calculation, "strata lot" means a lot created by strata subdivision within any member's estate and, if a building is completed and is in the opinion of the responsible person capable of strata subdivision, includes a lot that is in the opinion of the responsible person capable of being created as a lot by strata subdivision and therefore "deemed created", but excludes any car park lot, storage lot or utility lot. To avoid doubt, strata lot also includes each commercial unit in lot 21 DP 270320)



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**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989



**AF426438D**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

1/DP270113

(B) **LODGED BY**

Document Collection Box  <b>495R</b>	Name, Address or DX, Telephone, and LLPN if any LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107	CODE  <b>CS</b>
	Reference:	

(C) **APPLICANT**

Community Association	Deposited Plan No. 270113
-----------------------	---------------------------

(D) The applicant certifies that by a unanimous resolution passed on 11 FEBRUARY 2010 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added 39 as fully set out below
----------	------------------------------------

(F) **TEXT OF ADDED BY-LAW**

See annexure hereto



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

TREXOR BRIGHT  
6TH APRIL 2010

**COMMUNITY ASSOCIATION DP270113**  
**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT**

**SPECIAL BY-LAW 40**

**PROCEDURE AND RESTRICTIONS FOR PROPRIETORS MOVING INTO OR FROM THEIR RESPECTIVE LOTS USING ASSOCIATION PROPERTY**

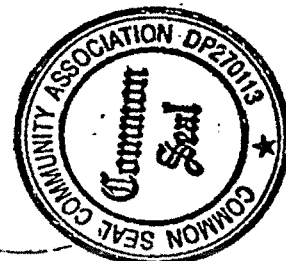
- 40.1** Prior to moving ten or more pieces of furniture on or through association property the proprietor must complete and provide to the estate manager in writing within at least five Business Days prior to the proposed date of moving:
- (a) the attached document titled "Form 1" and "Form 2"; and
  - (b) the Bond.
- 40.2** The estate manager must notify in writing within a reasonable period of time the proprietor making the application under subclause 42.1 of this by-law of:
- (a) the permitted time and date for moving, where no more than one proprietor will be permitted within their respective strata scheme building in the community association between the hours of 8.00am and 11.59am, Monday to Saturday;
  - (b) the permitted time and date for moving, where no more than one proprietor will be permitted within their respective strata scheme building in the community association between the hours of 12.00pm and 4.00pm, Monday to Saturday; and
  - (c) the completed "Form 2".
- 40.3** The proprietor must comply with the directions set-out in the completed "Form 2" provided by the estate manager, or by the estate manager in person.
- 40.4** If the estate manager reasonably determines that the proprietor has damaged community association property, the Bond may be applied to rectify damage and any balance is to be refunded within fourteen Business Days with no accrual of interest to the proprietor. This does not limit the community association's right to claim for damages in excess of the Bond.
- 40.5** If the estate manager determines that the proprietor has not damaged community association property, the Bond is to be returned within seven Business Days with no accrual of interest to the proprietor.

THE COMMON SEAL of COMMUNITY ASSOCIATION  
DEPOSITED PLAN 270113 was affixed hereto in the presence  
of a person authorised by section 8 of the Community Land  
Management Act 1989 to attest the affixing of the seal

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ TREVOR BRIGHT

Date: \_\_\_\_\_ 6<sup>th</sup> April 2010



39.6 Forms referred to in this By-law:

**"FORM 1"**

Please complete and return to estate manager in accordance with By-law 39.

Apartment number and location \_\_\_\_\_

Name \_\_\_\_\_

Contact Number \_\_\_\_\_

Preferred Date of Move \_\_\_\_\_

Please tick one of the following selections. Please note ONLY one owner/occupier from each building is permitted to move furniture and large objects STRICTLY within the period of times specified below:

Preferred period for moving (8.00am to 11.59am)  
between Monday and Saturday ☐

Preferred period for moving (12.00pm to 4.00pm)  
between Monday and Saturday ☐

**TYPE OF MOVE:** Please tick the following

Are you moving in? ☐

Are you vacating? ☐

Are you moving some items out? \_\_\_\_\_

Name of removalist company \_\_\_\_\_

Phone Number of removalist company \_\_\_\_\_

Evidence of provision of the Bond or the Bond attached \_\_\_\_\_

Account details or details for return of bond (if applicable) \_\_\_\_\_

**THE COMMON SEAL of COMMUNITY ASSOCIATION  
DEPOSITED PLAN 270113 was affixed hereto in the presence  
of a person authorised by section 8 of the Community Land  
Management Act 1989 to attest the affixing of the seal**

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ **TREVOR BRIGHT** \_\_\_\_\_

Date: \_\_\_\_\_ **6<sup>th</sup> April 2010** \_\_\_\_\_



**"FORM 2"**

Please complete and return to estate manager in accordance with By-law 39.

Apartment number and location \_\_\_\_\_

Name \_\_\_\_\_

Contact Number \_\_\_\_\_

Preferred Date of Move \_\_\_\_\_

Please tick one of the following selections. Please note **ONLY** one owner/occupier from each building is permitted to move furniture and large objects **STRICTLY** within the period of times specified below:

Preferred period for moving between  
Monday and Saturday (8.00am to 11.59am) ☐

Preferred period for moving between  
Monday and Saturday (12.00pm to 4.00pm) ☐

**TYPE OF MOVE:** *Please tick the following*

Are you moving in? ☐

Are you vacating? ☐

Are you moving some items out or in? \_\_\_\_\_

Name of removalist company \_\_\_\_\_

Phone Number of removalist company \_\_\_\_\_

Account details or details for return of bond (if applicable) \_\_\_\_\_

[Pursuant to Clause 6 of Schedule 6 of the *Community Land Management Act 1989* the reason for the proposed motion is to control and regulate proprietors moving furniture or large objects through the community association property and to endeavour to avoid problems encountered in the past]

**THE COMMON SEAL of COMMUNITY ASSOCIATION  
DEPOSITED PLAN 270113** was affixed hereto in the presence  
of a person authorised by section 8 of the *Community Land  
Management Act 1989* to attest the affixing of the seal.

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ **TREVOR BRIGHT**

Date: \_\_\_\_\_ **6<sup>th</sup> April 2010**



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**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989



**AG710205U**

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(A) **TORRENS TITLE**

1/DP270113

(B) **LODGED BY**

Document Collection Box  <b>495R</b>	Name, Address or DX, Telephone, and LLPN if any LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference: _____	CODE  <b>CS</b>
--	---	-----------------------

(C) **APPLICANT**

<u>Community</u> Association	Deposited Plan No. <u>270113</u>
------------------------------	----------------------------------

(D) The applicant certifies that by a special resolution passed on 02 December 2011 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed <u>21</u>	Added <u>21</u> as fully set out below
-----------------------	---

(F) **TEXT OF ADDED BY-LAW**



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: BART JAWORSKI

Date: 14 December 2011



**COMMUNITY ASSOCIATION DP270113**  
**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT**

**BY-LAW 21 - Restrictions on Parking**

- 21.1 A person may not park a vehicle on association property except:
- (a) in an area set aside for the parking of vehicles;
  - (b) in accordance with the signage designating the purpose of that parking area (for example, local resident, visitor, loading, bus or taxi); and
  - (c) only for the period of time specified on the signage for that parking area.
- 21.2 No repairs to any vehicles may be undertaken on association property.
- 21.3 No vehicles with a gross weight in excess of three (3) tonnes (other than removalist vehicles) are permitted to stand on:
- (a) the driveways of any lot; or
  - (b) any part of the community parcel.
- 21.4 Roads within the community parcel are public places for the purposes of the Road Transport (General) Act 2005. Restrictions imposed on such roads within the community parcel are to be approved by Auburn Traffic Committee but Auburn City Council is not responsible for the costs of any signposting or works carried out in respect of roads within the community parcel unless such funding is specifically approved by Auburn City Council.
- 21.5 Without limiting clause 24.1, an owner or occupier of a lot in a subsidiary body must not park or stand any vehicle on association property including, without limitation, any car spaces set aside as visitor parking, unless that parking area is marked for use by local residents and then only for the period of time designated on the signage for that car space.

THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature: \_\_\_\_\_

Name: -----BART JAWORSKI-----

Date: -----14<sup>th</sup> December 2011-----



- 21.6 An owner or occupier of a lot in a subsidiary body must not permit any visitor to their lot or to the community parcel to park or stand any vehicle on association property other than in an area marked as visitor parking.
- 21.7 Every owner and occupier of a lot in a subsidiary body must comply, and ensure that visitors to their lots or to the community parcel comply, in all respects with this by-law.
- 21.8 The community association may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the association property including, without limitation, any areas set aside as visitor parking and to preserve the security of the community parcel:
- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on association property;
  - (b) subject to clause 24.4, install signage on the association property in or about the car parking areas of the parcel advising of the effect of this by-law including, without limitation, that vehicles parked on association property in breach of this by-law may be wheel-clamped;
  - (c) subject to clause 24.4, install signage on the association property regulating the ingress and egress of vehicles to and from the community parcel and grounds of the community association;
  - (d) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the subsidiary bodies including:
    - the make and registration number of the vehicle;
    - the name of the owner or occupier of a lot in a subsidiary body who owns or uses the vehicle;
    - the lot number in the relevant subsidiary body and contact details of the owner or occupier;
    - if the owner or occupier does not own the vehicle, the name and contact details of the owner of the vehicle;

THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature: \_\_\_\_\_

Name: -----BART JAWORSKI-----

Date: -----14<sup>th</sup> December 2011-----



- (e) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on association property and/or preserve the security of the community parcel.

21.9 If an owner or occupier of a lot in a subsidiary body parks or stands any vehicle owned by that person on association property in breach of this by-law:

- (a) if the community association has appointed an estate manager, the estate manager may, without reference to the executive committee, give a notice; or
- (b) if there is no estate manager, the executive committee (acting reasonably) may by resolution determine that a notice be given,

to that owner or occupier requiring that the owner or occupier comply with this by-law, in default of which the community association may take action in respect of the vehicle as provided in this by-law (**Notice of Breach**).

21.10 The Notice of Breach given under clause (5) must:

- (a) be in writing;
- (b) be displayed prominently on the vehicle in such a way as to come to the attention of the owner of the vehicle but so as to ensure no damage is done to the vehicle;
- (c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on association property in breach of this by-law;
- (d) advise that if the owner or occupier fails to remove the said vehicle parked or standing on association property in breach of this by-law or parks or stands the said vehicle on association property repeatedly or persistently in breach of this by-law, the community association may affix a wheel clamping device to that vehicle; and
- (e) advise that a fee not exceeding \$200 may be charged by the community association for removal of the wheel clamping device.

THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature:-----

Name:-----BART JAWORSKI-----

Date: -----14<sup>th</sup> December 2011-----



- 21.11 If an owner or occupier of a lot in a subsidiary body is given a Notice of Breach under this by-law, the owner or occupier must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on association property in breach of this by-law.
- 21.12 If a Notice of Breach is given under this by-law to an owner or occupier of a lot in a subsidiary body and the owner or occupier does not comply with the Notice of Breach, the executive committee may resolve at a duly constituted executive committee meeting to affix a wheel clamping device to the vehicle the subject of the Notice of Breach and subsequently affix, or cause to be affixed, that wheel clamping device so long as that vehicle is, at the time at which the wheel clamping device is affixed, then parked or standing on association property in breach of this by-law.
- 21.13 The signage installed by the community association under clause 24.8 warning that motor vehicles parked in breach of this by-law may be wheel-clamped must set out a telephone number or other contact details of a person authorised to release the wheel-clamp.
- 21.14 Every owner and occupier of a lot in a subsidiary body consents to the immobilisation by means of wheel clamping of a vehicle owned or controlled by them and parked or left on association property in breach of this by-law.
- 21.15 None of the executive committee, any member thereof, the managing agent, any estate manager and any person acting under the instructions of the executive committee in accordance with this by-law shall be liable for any loss or damage sustained by an owner or occupier of a lot in a subsidiary body to whom a Notice of Breach is given and who fails to remove a vehicle parked or standing on association property or repeatedly or persistently parks or stands a vehicle on association property in breach of this by-law after a Notice of Breach is given.
- 21.16 Each member of the executive committee, the managing agent, any estate manager, each subsidiary body and every person acting under the instruction of the executive committee in accordance with this by-law are hereby indemnified by the community association against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.
- 21.17 For the avoidance of doubt, the estate manager and/or the executive committee must not give a Notice of Breach or affix a wheel clamping device to any vehicle on grounds which are, in the circumstances, frivolous or vexatious.

**THE COMMON SEAL of THE COMMUNITY ASSOCIATION DEPOSITED PLAN 270113** was affixed hereto in the presence of a person authorised by Section 8 of the Community Land Management Act 1989 to attest the affixing of the seal

Signature:-----  
Name:-----BART JAWORSKI-----  
Date: -----14<sup>th</sup> December 2011-----



- 21.18 Nothing in this by-law operates to restrict or prevent the community association or any subsidiary body from making application to the Local Court for an order authorising the community association or that subsidiary body to dispose of any vehicle left on association property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.

THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature: \_\_\_\_\_

Name: BART JAWORSKI

Date: 14<sup>th</sup> December 2011



Form: 21CSM  
Release: 2.1  
www.lands.nsw.gov.au

## AMENDMENT OF MANAGEMENT STATEMENT

New South Wales

Section 39

Community Land Development Act 1989



**AG957812S**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

1/DP270113

(B) LODGED BY

Document Collection Box  <b>495R</b>	Name, Address or DX, Telephone, and LLPN if any  LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107  Reference: _____	CODE  <b>CS</b>
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(C) APPLICANT

<u>Community</u> Association	Deposited Plan No. <u>270113</u>
------------------------------	----------------------------------

(D) The applicant certifies that by a special resolution passed on 16 March 2012 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed <u>21</u>	Added <u>21</u> as fully set out below
-----------------------	---

(F) TEXT OF ADDED BY-LAW

(See Annexure hereto)



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: \_\_\_\_\_

Name of witness: BART JAWORSKI

Date: 24 April 2012

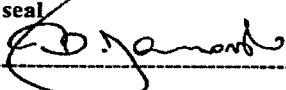
**COMMUNITY ASSOCIATION DP270113**  
**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT**

By-law 21 is repealed and replaced with the following:

**BY-LAW 21 - RESTRICTIONS ON PARKING**

- 21.1 A person may not park a vehicle on association property except:
- (a) in an area set aside for the parking of vehicles;
  - (b) in accordance with the signage designating the purpose of that parking area (for example, local resident, visitor, loading, bus or taxi); and
  - (c) only for the period of time specified on the signage for that parking area.
- 21.2 No repairs to any vehicles may be undertaken on association property.
- 21.3 No vehicles with a gross weight in excess of three (3) tonnes (other than removalist vehicles) are permitted to stand on:
- (a) the driveways of any lot; or
  - (b) any part of the community parcel.
- 21.4 Roads within the community parcel are public places for the purposes of the Road Transport (General) Act 2005. Restrictions imposed on such roads within the community parcel are to be approved by Auburn Traffic Committee but Auburn City Council is not responsible for the costs of any signposting or works carried out in respect of roads within the community parcel unless such funding is specifically approved by Auburn City Council.
- 21.5 Without limiting clause 24.1, an owner or occupier of a lot in a subsidiary body must not park or stand any vehicle on association property including, without limitation, any car spaces set aside as visitor parking, unless that parking area is marked for use by local residents and then only for the period of time designated on the signage for that car space.
- 21.6 An owner or occupier of a lot in a subsidiary body must not permit any visitor to their lot or to the community parcel to park or stand any vehicle on association property other than in an area marked as visitor parking.

THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature: 

Name: BART JAWORSKI

Date: 24 April 2012



- 21.7 Every owner and occupier of a lot in a subsidiary body must comply, and ensure that visitors to their lots or to the community parcel comply, in all respects with this by-law.
- 21.8 The community association may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the association property including, without limitation, any areas set aside as visitor parking and to preserve the security of the community parcel:
- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on association property;
  - (b) subject to clause 24.4, install signage on the association property in or about the car parking areas of the parcel advising of the effect of this by-law including, without limitation, that vehicles parked on association property in breach of this by-law may be wheel-clamped;
  - (c) subject to clause 24.4, install signage on the association property regulating the ingress and egress of vehicles to and from the community parcel and grounds of the community association;
  - (d) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the subsidiary bodies including:
    - the make and registration number of the vehicle;
    - the name of the owner or occupier of a lot in a subsidiary body who owns or uses the vehicle;
    - the lot number in the relevant subsidiary body and contact details of the owner or occupier;
    - if the owner or occupier does not own the vehicle, the name and contact details of the owner of the vehicle;
  - (e) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on association property and/or preserve the security of the community parcel.

THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature: \_\_\_\_\_

Name: ----BART JAWORSKI-----

Date: ----24 April 2012-----





21.9 If an owner or occupier of a lot in a subsidiary body parks or stands any vehicle owned by that person on association property in breach of this by-law:

- (a) if the community association has appointed an estate manager, the estate manager may, without reference to the executive committee, give a notice; or
- (b) if there is no estate manager, the executive committee (acting reasonably) may by resolution determine that a notice be given,

to that owner or occupier requiring that the owner or occupier comply with this by-law, in default of which the community association may take action in respect of the vehicle as provided in this by-law (**Notice of Breach**).

21.10 The Notice of Breach given under clause (5) must:

- (a) be in writing;
- (b) be displayed prominently on the vehicle in such a way as to come to the attention of the owner of the vehicle but so as to ensure no damage is done to the vehicle;
- (c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on association property in breach of this by-law;
- (d) advise that if the owner or occupier fails to remove the said vehicle parked or standing on association property in breach of this by-law or parks or stands the said vehicle on association property repeatedly or persistently in breach of this by-law, the community association may affix a wheel clamping device to that vehicle; and
- (e) advise that a fee not exceeding \$200 may be charged by the community association for removal of the wheel clamping device.

21.11 If an owner or occupier of a lot in a subsidiary body is given a Notice of Breach under this by-law, the owner or occupier must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on association property in breach of this by-law.

THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature: \_\_\_\_\_

Name: BART JAWORSKI

Date: 24 April 2012



- 21.12 If a Notice of Breach is given under this by-law to an owner or occupier of a lot in a subsidiary body and the owner or occupier does not comply with the Notice of Breach, the executive committee may resolve at a duly constituted executive committee meeting to affix a wheel clamping device to the vehicle the subject of the Notice of Breach and subsequently affix, or cause to be affixed, that wheel clamping device so long as that vehicle is, at the time at which the wheel clamping device is affixed, then parked or standing on association property in breach of this by-law.
- 21.13 The signage installed by the community association under clause 24.8 warning that motor vehicles parked in breach of this by-law may be wheel-clamped must set out a telephone number or other contact details of a person authorised to release the wheel-clamp.
- 21.14 Every owner and occupier of a lot in a subsidiary body consents to the immobilisation by means of wheel clamping of a vehicle owned or controlled by them and parked or left on association property in breach of this by-law.
- 21.15 None of the executive committee, any member thereof, the managing agent, any estate manager and any person acting under the instructions of the executive committee in accordance with this by-law shall be liable for any loss or damage sustained by an owner or occupier of a lot in a subsidiary body to whom a Notice of Breach is given and who fails to remove a vehicle parked or standing on association property or repeatedly or persistently parks or stands a vehicle on association property in breach of this by-law after a Notice of Breach is given.
- 21.16 Each member of the executive committee, the managing agent, any estate manager, each subsidiary body and every person acting under the instruction of the executive committee in accordance with this by-law are hereby indemnified by the community association against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.
- 21.17 For the avoidance of doubt, the estate manager and/or the executive committee must not give a Notice of Breach or affix a wheel clamping device to any vehicle on grounds which are, in the circumstances, frivolous or vexatious.

THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature: \_\_\_\_\_

Name: —BART JAWORSKI—

Date: —24 April 2012—



- 21.18 Nothing in this by-law operates to restrict or prevent the community association or any subsidiary body from making application to the Local Court for an order authorising the community association or that subsidiary body to dispose of any vehicle left on association property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.
- 21.19 The Community Association can enter into agreements with Auburn Local Council under section 650 of the Local Government Act 1993 to regulate car parking in accordance with the terms of the agreements.

THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature:-----

Name:-----BART JAWORSKI-----

Date: ----24 April 2012-----



Form: 21CSM  
Release: 24

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989



**AH270687V**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	1/270113				
(B) LODGED BY	Document Collection Box <b>286B</b>	Name, Address or DX, Telephone, and Customer Account Number if any Morgan Lewis Level 16, 9 Castlereagh St Sydney 2000 Tel: 8257 34338 C.A.N. 132052Q Reference: BM: 20100898	CODE <b>CS</b>		
(C) APPLICANT	Community Association Deposited Plan No. 270113				
(D)	The applicant certifies that by a <u>special</u> resolution passed on <u>03 August 2012</u> and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:				
(E) BY-LAWS	<table border="1"><tr><td>Repealed Sheet 17B</td><td>Added Sheet 17C as fully set out below</td></tr></table>			Repealed Sheet 17B	Added Sheet 17C as fully set out below
Repealed Sheet 17B	Added Sheet 17C as fully set out below				

(F) TEXT OF ADDED BY-LAW

Accessway Plan Replacement Sheet 17B is removed and Accessway Plan Replacement Sheet 17C is inserted.



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: [Signature]

Name of witness: PHILLIP COURT

Date: 28 SEPTEMBER 2012

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111



Form: 21CSM  
Release: 2-4

# AMENDMENT OF MANAGEMENT STATEMENT

# AN686446A

New South Wales  
Section 39

Community Land Development Act 1989

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

1/270113

(B) LODGED BY

Document Collection Box  1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153, +61 411 777 557 (NSW LRS Customer Account Number: 135632E) Reference: BLA/1750	CODE  <b>CS</b>
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(C) APPLICANT

Community <input checked="" type="checkbox"/> Association	Deposited Plan No. 270113
---	---------------------------

(D)

The applicant certifies that by a special ☒ resolution passed on 14 August 2018 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed By-law No.12 & 36b	Added By-law No.12 & 36b as fully set out below
--------------------------------	--

(F) TEXT OF ADDED BY-LAW

(See Annexure Attached)

(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

TREYOR BRIGHT  
23 AUGUST 2018



**ANNEXURE TO AMENDMENT TO COMMUNITY MANAGEMENT STATEMENT**

**By-Law 12 – Garbage**

12.1 The Community Association may provide garbage bins on Community Property for the storage of garbage and proprietors may not deposit any rubbish on the Community Property.

**By-Law 36b – Real Estate Signage**

A proprietor may only display real estate signage anywhere within the community scheme if the sign:

- (a) is located on the verges surrounding a building or on a nature strip adjacent to a footpath, but at no stage on a footpath;
- (b) is a style and type which:
  - (i) is portable, resting on its own weight and not fixed to the ground or any improvement; and
  - (ii) does not penetrate at all into the ground, for example with spikes;
  - (iii) is in an A-frame style, with the approximate dimensions of 630mm x 580mm x 50mm, with no flag style signs permitted; and
- (c) Temporary signage is to be installed not earlier than 4 hours prior to inspection and removed not later than 4 hours after inspection.

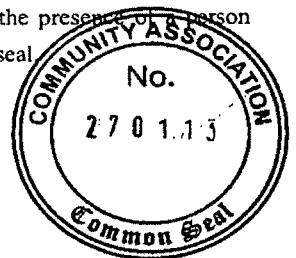
In this by-law, "real estate signage" means any sign advertising the sale or leasing of a lot in the community scheme.

The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal

Signature of witness: TREIOR BRIGHT

Name of witness: TREIOR BRIGHT

Date: 23 AUGUST 2018





Form: 21CSM  
Release: 2-4

**AMENDMENT OF  
MANAGEMENT STATEMENT**

**AP184660W**

New South Wales

Section 39

Community Land Development Act 1989

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

1/270113

(B) **LODGED BY**

Document Collection Box <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/2068	CODE <b>CS</b>
--	---	-------------------

(C) **APPLICANT**

Community <input checked="" type="checkbox"/> Association	Deposited Plan No. 270113
---	---------------------------

(D)

The applicant certifies that by a special ☒ resolution passed on 11 February 2019 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added By-law 36c as fully set out below
----------	--

(F) **TEXT OF ADDED BY-LAW**

(See Annexure Attached)

(G) The common seal of the Community association deposited plan 270113 in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

*TREVA*  
**TREVOR BRIGHT**  
**10 APRIL 2019**



**ANNEXURE TO AMENDMENT TO COMMUNITY MANAGEMENT STATEMENT**

**By-Law 36c – Restricted Property By-Law Granted in favour of Community Association**

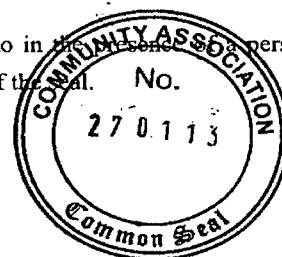
This by-law is to notify the members of the Community Scheme that The Owners – Strata Plan No. 86978, being the strata corporation of a Subsidiary Scheme in the Community Scheme, has granted to the Community Association rights under a restricted property by-law in respect of the common property of that Subsidiary Scheme under Sections 54 (4) and (5) of the Community Land Management Act 1989, for the purposes of installing, operating, maintaining, renewing and replacing a Digital Radio system, as set out in the terms of the by-law so passed by that Subsidiary Scheme.

The common seal of the **Community** association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: TTS

Name of witness: TREVOR BRIGHT

Date: 10 APRIL 2019



ALL HANDWRITING MUST BE IN BLOCK CAPITALS  
1111



Form: 21CSM  
Release: 2-4

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989



**AP844914P**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

1/270113

(B) **LODGED BY**

Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/2533	CODE  <b>CS</b>
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(C) **APPLICANT**

Community <input checked="" type="checkbox"/> Association	Deposited Plan No. 270113
---	---------------------------

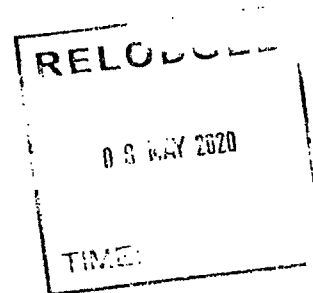
(D) The applicant certifies that by a unanimous ☒ resolution passed on 18 November 2019 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed By-law No.1.11 & By-law No.21	Added By-law No.1.14 to 1.22 & By-law No.21 as fully set out below
---	--

(F) **TEXT OF ADDED BY-LAW**

(See Annexure Attached)



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the signing of the seal

Signature of witness:

Name of witness:

Date:

*Trevor Bright*  
**TREVOR BRIGHT**  
**5 MAY 2020**



## ANNEXURE TO AMENDMENT TO COMMUNITY MANAGEMENT STATEMENT

### By-Law 1 – Architectural and Landscape Standards

- 1.14 An approval granted by the Executive Committee may contain conditions, not inconsistent with this Management Statement (or any other applicable law), and in that event those conditions must be complied with by any person relying on that approval according to their terms.
- 1.15 In addition to any conditions imposed on an approval under the proceedings clause, any person who does internal or external building work or landscaping work (together, “Building Works”) must comply with the Building Works Conditions, except to the extent that such an approval provides otherwise.
- 1.16 General Conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval and any applicable provisions of an approval granted by the Executive Committee under this by-law;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia;
- (d) be fit for their purpose;
- (e) be carried out with due diligence and expedition and within a reasonable time;
- (f) cause a minimum of disruption to the use of the Community Parcel;
- (g) in any event, not occasion the occupation of Community Property except as otherwise specifically approved in writing by the Executive Committee;
- (h) except as otherwise approved by the Executive Committee, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and midday on a Saturday;
- (i) not cause damage to the Community Parcel or any part of the Community Parcel otherwise than authorised under an approval granted by the Executive Committee under this by-law;
- (j) not adversely affect the structure or support of the Community Parcel except strictly in accordance with an approval granted by the Executive Committee under this by-law; and
- (k) not cause or amount to a nuisance or hazard to other owners or occupiers of Lots or interfere unreasonably with the use or enjoyment of the Community Parcel by other owners or occupiers of Lots.

1.17 Cleanliness, protection and ratification

A person who does Building Works must:

- (a) ensure that the Community Parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure that any part of the Community Parcel affected by Building Works is kept clean and tidy on completion of Building Works;
- (c) if Building Works cause damage to the Community Parcel, rectify that damage, including doing any necessary Building Works.

*TJB*

#### 1.18 Insurance

A person who does Building Works must effect and maintain the following insurance (or ensure that the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and contractors all-risk insurance (including public liability insurance to a limit of not less than \$20,000,000 per event) in respect of the conduct of the Building Works naming the Community Association as a beneficiary.

#### 1.19 Indemnity

A person who does Building Works will indemnify the Community Association and each other owner or occupier of a Lot (the "Indemnified Party") immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Indemnified Party in connection with Building Works or their use, except to the extent that such damage, costs, loss, claim, demand, costs, loss, claim, demand suit or liability is caused by the negligence of the Indemnified Part.

#### 1.20 Default

If a person fails to comply with any obligation under this by-law, the Community Association may carry out that obligation and recover the cost of so doing from that person.

#### 1.21 Conflict

- (a) To the extent that any term of this by-law is inconsistent with any act or law, it is to be severed and this by-law will be read and be enforceable as if so consistent.

1.21.1 To the extent that this by-law is inconsistent with any other by-law in this Management Statement, then the provisions of this by-law prevail to the extent of that inconsistency.

#### 1.22 In this by law, unless the context otherwise requires:

**Approval** means, in connection with the Building Works:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;

1.22.1 a development consent or complying development certificate within the meaning of the *Environmental Planning and Assessment Act 1979* (NSW);

1.22.2 a certificate within the meaning of Division 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW);

1.22.3 any order, direction or other requirement given or made by an Authority;

1.22.4 an order made under Division 9.3 of the *Environmental Planning and Assessment Act 1979* (NSW); and

1.22.5 an order made under Part 2 of Chapter 7 of the *Local Government Act 1993* (NSW);

**Authority** means, in connection with Building Work or the Community Parcel:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the *Environmental Planning and Assessment Act 1979* (NSW);

1.22.6 the council having the relevant regulatory functions under chapter 7 of the *Local Government Act 1993* (NSW); and

1.22.7 an authorised fire officer within the meaning of section 9.35 (1) (d) of the *Environmental Planning and Assessment Act 1979* (NSW);

**Building Code of Australia** has the meaning given to it under the *Environmental Planning and Assessment Act 1979* (NSW);

**Building Works** includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and

1.22.8 as the context may require, a reference to the result of Building Works being done and supplied.

**Building Works Conditions** means the conditions in clauses 1.1 to 1.8 inclusive of this by-law; and

**National Construction Code** means the National Construction Code published by the Australian Building Codes Board from time to time.

#### **By-Law 21 – Restrictions on Parking**

21.1 A person may not park a vehicle on association property except:

- (a) in an area set aside for the parking of vehicles;
- (b) in accordance with the signage designating the purpose of that parking area (for example, local resident, visitor, loading, bus or taxi); and
- (c) only for the period of time specified on the signage for that parking area.

21.2 No repairs to any vehicles may be undertaken on association property.

21.3 No vehicles with a gross weight in excess of three (3) tonnes (other than removalist vehicles) are permitted to stand on:

- (a) the driveways of any lot; or
- (b) any part of the community parcel.

21.4 Roads within the community parcel are public places for the purposes of the Road Transport (General) Act 2005. Restrictions imposed on such roads within the community parcel are to be approved by Auburn Traffic Committee but Cumberland Council is not responsible for the costs of any signposting or works carried out in respect of roads within the community parcel unless such funding is specifically approved by Cumberland Council.

21.5 Without limiting clause 24.1, an owner or occupier of a lot in a subsidiary body must not park or stand any vehicle on association property including, without limitation, any car spaces set aside as visitor parking, unless that parking area is marked for use by local residents and then only for the period of time designated on the signage for that car space.

21.6 An owner or occupier of a lot in a subsidiary body must not permit any visitor to their lot or to the community parcel to park or stand any vehicle on association property other than in an area marked as visitor parking.

21.7 Every owner and occupier of a lot in a subsidiary body must comply, and ensure that visitors to their lots or to the community parcel comply, in all respects with this by-law.

21.8 The community association may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the association property including, without limitation, any areas set aside as visitor parking and to preserve the security of the community parcel:

- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on association property;
- (b) subject to clause 24.4, install signage on the association property in or about the car parking areas of the parcel advising of the effect of this by-law including, without limitation, that vehicles parked on association property in breach of this by-law may be wheel-clamped;

- (c) subject to clause 24.4, install signage on the association property regulating the ingress and egress of vehicles to and from the community parcel and grounds of the community association;
  - (d) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the subsidiary bodies including:
    - the make and registration number of the vehicle;
    - the name of the owner or occupier of a lot in a subsidiary body who owns or uses the vehicle;
    - the lot number in the relevant subsidiary body and contact details of the owner or occupier;
    - if the owner or occupier does not own the vehicle, the name and contact details of the owner of the vehicle;
  - (e) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on association property and/or preserve the security of the community parcel.
- 21.9 If an owner or occupier of a lot in a subsidiary body parks or stands any vehicle owned by that person on association property in breach of this by-law:
- (a) if the community association has appointed an estate manager, the estate manager may, without reference to the executive committee, give a notice; or
  - (b) if there is no estate manager, the executive committee (acting reasonably) may by resolution determine that a notice be given, to that owner or occupier requiring that the owner or occupier comply with this by-law, in default of which the community association may take action in respect of the vehicle as provided in this by-law (**Notice of Breach**).
- 21.10 The Notice of Breach given under clause (5) must:
- (a) be in writing;
  - (b) be displayed prominently on the vehicle in such a way as to come to the attention of the owner of the vehicle but so as to ensure no damage is done to the vehicle;
  - (c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on association property in breach of this by-law;
  - (d) advise that if the owner or occupier fails to remove the said vehicle parked or standing on association property in breach of this by-law or parks or stands the said vehicle on association property repeatedly or persistently in breach of this by-law, the community association may affix a wheel clamping device to that vehicle; and
  - (e) advise that a fee not exceeding \$200 may be charged by the community association for removal of the wheel clamping device.
- 21.11 If an owner or occupier of a lot in a subsidiary body is given a Notice of Breach under this by-law, the owner or occupier must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on association property in breach of this by-law.
- 21.12 If a Notice of Breach is given under this by-law to an owner or occupier of a lot in a subsidiary body and the owner or occupier does not comply with the Notice of Breach, the executive committee may resolve at a duly constituted executive committee meeting to affix a wheel clamping device to the vehicle the subject of the Notice of Breach and subsequently affix, or cause to be affixed, that wheel clamping device so long as that vehicle is, at the time at which the wheel clamping device is affixed, then parked or standing on association property in breach of this by-law.
- 21.13 The signage installed by the community association under clause 24.8 warning that motor vehicles parked in breach of this by-law may be wheel-clamped must set out a telephone number or other contact details of a person authorised to release the wheel-clamp.

- 21.14 Every owner and occupier of a lot in a subsidiary body consents to the immobilisation by means of wheel clamping of a vehicle owned or controlled by them and parked or left on association property in breach of this by-law.
- 21.15 None of the executive committee, any member thereof, the managing agent, any estate manager and any person acting under the instructions of the executive committee in accordance with this by-law shall be liable for any loss or damage sustained by an owner or occupier of a lot in a subsidiary body to whom a Notice of Breach is given and who fails to remove a vehicle parked or standing on association property or repeatedly or persistently parks or stands a vehicle on association property in breach of this by-law after a Notice of Breach is given.
- 21.16 Each member of the executive committee, the managing agent, any estate manager, each subsidiary body and every person acting under the instruction of the executive committee in accordance with this by-law are hereby indemnified by the community association against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.
- 21.17 For the avoidance of doubt, the estate manager and/or the executive committee must not give a Notice of Breach or affix a wheel clamping device to any vehicle on grounds which are, in the circumstances, frivolous or vexatious.
- 21.18 Nothing in this by-law operates to restrict or prevent the community association or any subsidiary body from making application to the Local Court for an order authorising the community association or that subsidiary body to dispose of any vehicle left on association property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.
- 21.19 The Community Association can enter into agreements with Cumberland Council under section 650 of the Local Government Act 1993 to regulate car parking in accordance with the terms of the agreements.

The common seal of the **Community** association deposited plan **270113** was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

TREVIS M  
TREVOR SIGHT  
5 MAY 2020



Form: 21CSM  
Release: 2-4

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989



**AQ361924C**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**(A) TORRENS TITLE**

1/270113

**(B) LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any		CODE  <b>CS</b>
	GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000		
	Email:	Ph: 13 5669	
	Reference:	JAME-9026080	

**(C) APPLICANT**

Community	Association	Deposited Plan No. 270113
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**(D)** The applicant certifies that by a special resolution passed on 13 July 2020 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

**(E) BY-LAWS**

Repealed	Added
21.10, 21.12, 21.13, 21.14, 21.17	21.10, 21.20-21.30 as fully set out below

**(F) TEXT OF ADDED BY-LAW**

See Annexure

**(G)** The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

*JOSEPH H AKKARU*  
JOSEPH H AKKARU  
20. 8. 2020



**Annexure A to the Amendment of the Management Statement**

- (a) By-law 21.10 is repealed and replaced with the following:

21.10 The Notice of Breach given under clause 21.9 must:

- (a) be in writing;
- (b) be displayed prominently on the vehicle in such a way as to come to the attention of the owner of the vehicle but so as to ensure no damage is done to the vehicle;
- (c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on association property in breach of this by-law.

(b) By-law 21.12 is repealed.

(c) By-law 21.13 is repealed.

(d) By-law 21.14 is repealed.

(e) By-law 21.17 is repealed.

(f) By-laws 21.20 to 21.30 are added as fully set out below:

21.20 If a vehicle remains parked in contravention of this by-law for 24 hours or more following the giving of a Notice of Breach under this by-law, the community association may in its absolute sole discretion do any or all of the following:

- (a) erect a temporary barricade to prevent a vehicle parked by an owner or occupier in contravention of this by-law from leaving the space in which it is parked ("**Block In**"); or
- (b) arrange for a vehicle of that owner or occupier that is parked in contravention of this by-law to be towed off the parcel and onto a public street ("**Tow Away**").

21.21 Owners and occupiers of lots:

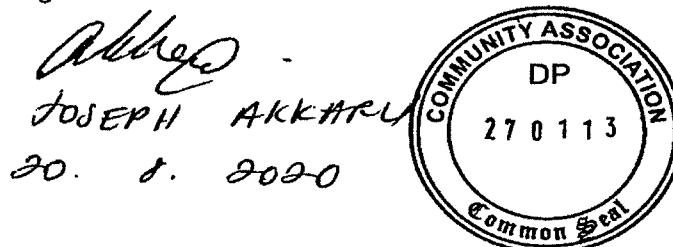
- (a) acknowledge and agree that a Lockout or a Tow Away is not a penalty for breach of a by-law;
- (b) waive any right of use or access to their lots or their vehicles to the extent required to put effect to a Lockout or a Tow Away;

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Signature of witness:

Name of witness:

Date:





- (c) agree to the community association putting effect to a Lockout or a Tow Away in accordance with this by-law; and
  - (d) acknowledge and agree that this by-law is an agreement or arrangement in place with respect to any vehicle the subject of this by-law as contemplated by Section 651C of the Local Government Act 1993 or any amending or replacing legislation.
- 21.22 If the community association Blocks In or Tows Away a vehicle the community association must not:
- (a) fail to release the vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or
  - (b) demand any payment for or in relation to the release of the vehicle.
- 21.23 Without limiting any other provisions of this by-law, if any vehicle of an owner or occupier is, without the written consent of the community association, left on the common property for a continuous period of 2 weeks ("**Uncollected Goods**"), then:
- (a) The Uncollected Goods are thereupon bailed to the community association upon the terms of this clause 21.23.
  - (b) The Uncollected Goods are immediately ready for delivery to the owner or occupier and must be collected by them within 1 calendar month of being so bailed to the community association.
  - (c) The community association is not, despite such bailment, obligated to care for or protect the Uncollected Goods in any way, and is not liable to the owner or occupier for any costs, loss, damage, liability or claim howsoever arising in connection with the Uncollected Goods (even if arising due to the negligent or deliberate act or omission of the community association).
  - (d) After the expiration of the period within which the Uncollected Goods must be collected by the owner or occupier, the community association may dispose of those Uncollected Goods by any lawful means and have any money or other benefit obtained in so doing.
  - (e) This clause 21.23 operates as an agreement between the relevant owner or occupier of a lot and the community association as to the disposal of uncollected goods within the meaning of section 6 (1) of the Uncollected Goods Act 1995 or any amending or replacing legislation.

The common seal of the community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

*Joseph Akkar*

JOSEPH AKKAR

20. 8. 2020



- 21.24 The community association may erect a sign on the common property to the following effect:

**PARKING RESTRICTIONS**

IN CONSIDERATION OF THE COMMUNITY ASSOCIATION OF THIS PROPERTY ALLOWING YOU TO ENTER ITS LAND YOU AGREE TO THE FOLLOWING TERMS.

IF YOU ACCEPT THIS OFFER TO ENTER THE COMMUNITY ASSOCIATION'S LAND THESE TERMS FORM A CONTRACT BETWEEN YOU AND THE COMMUNITY ASSOCIATION OF THIS PROPERTY.

BY ENTERING THE COMMUNITY ASSOCIATION'S LAND YOU ACCEPT THIS OFFER ON ITS TERMS.

IF YOU DO NOT ACCEPT THIS OFFER YOU MUST NOT ENTER THE COMMUNITY ASSOCIATION'S LAND.

THE NAME OF THE COMMUNITY ASSOCIATION OF THIS LAND IS "COMMUNITY ASSOCIATION D.P. NO 270113".

**WARNING: THESE TERMS SERIOUSLY AFFECT YOUR RIGHTS.**

Visitors' car parking at this property is solely for the use of visitors to the property and then only for no more than the time designated on signage as it relates to each such parking space. Visitors may only park in the visitors car parking spaces.

It is not for the use of owners or occupiers of lots at the property nor others.

All car parking may only occur in areas designated by signage.

If you park a vehicle on this property in contravention of these restrictions, the community association of this property may take steps including:

- Blocking in your vehicle.
- Towing your vehicle off the property and onto the public street.

Prior to taking such action the community association may give you a notice, including by way of placing it on your vehicle, of its intention to do so ("Notice of Breach").

The common seal of the community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

*Joseph Akkary*

JOSEPH AKKARY

20

P.

2020.



*If you are an owner or occupier these terms are subject to any relevant provision of the by-laws of the community association. Those by-laws set out further matters regarding your rights and obligations.*

*If the community association blocks in or tows away your vehicle, the community association must not:*

- (a) fail to release a vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or*
- (b) demand any payment for or in relation to the release of the vehicle.*

**THESE TERMS ARE AN AGREEMENT OR ARRANGEMENT IN FORCE WITH RESPECT TO YOUR VEHICLE FOR THE PURPOSES OF SECTION 651C OF THE LOCAL GOVERNMENT ACT 1993.**

**Abandoned vehicles**

*Without limiting any other rights of the community association under these Parking Restrictions, if your vehicle is, without the written consent of the community association, left on the property for a continuous period of 2 weeks ("Uncollected Goods"), then:*

- (a) The Uncollected Goods are thereupon bailed to the community association upon the terms of this clause.*
- (b) The Uncollected Goods are immediately ready for delivery to you and must be collected by you within 1 calendar month of being so bailed to the community association.*
- (c) The community association is not, despite such bailment, obligated to care for or protect the Uncollected Goods in any way, and is not liable to you for any costs, loss, damage, liability or claim howsoever arising in connection with the Uncollected Goods (even if arising due to the negligent or deliberate act or omission of the community association).*
- (d) After the expiration of the period within which the Uncollected Goods must be collected by you, the community association may dispose of those Uncollected Goods by any lawful means and have any money or other benefit obtained in so doing.*

The common seal of the community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

*Joseph Akkari*

*JOSEPH AKKARI*

*20.8.2020*



**THIS CLAUSE OPERATES AS AN AGREEMENT  
BETWEEN YOU AND THE COMMUNITY ASSOCIATION  
AS TO THE DISPOSAL OF UNCOLLECTED GOODS  
WITHIN THE MEANING OF SECTION 6 (1) OF THE  
UNCOLLECTED GOODS ACT 1995.**

- 21.25 The community association makes the offer in the terms of the sign set out in clause 24.24 according to its terms. The community association has the functions necessary for it to exercise its rights and meet its obligations under a contract coming into existence by way of acceptance of that offer on its terms.
- 21.26 Except as otherwise provided in this by-law:
- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
  - (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.
- 21.27 Without limiting its other functions, the community association has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this by-law.
- 21.28 No provision of this by-law that grants a right or remedy to the community association limits or restricts any other right or remedy of the community association arising under any other provision of the by-laws or otherwise at law.
- 21.29 To the extent that any term in this by-law is inconsistent with the Community Land Management Act 1989 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- 21.30 To the extent that any term in this by-law is inconsistent with another by-law of the community association, the provisions in this by-law prevail to the extent of that inconsistency.

The common seal of the community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

*Joseph Akkary*

JOSEPH AKKARY

20. 8. 2020





THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

R.P. 13a. No. \_\_\_\_\_

New South Wales

**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)

Fees:— I s. d.  
Registration 12-00  
Endorsement 7-00  
#19-00  
9/6/67

(Trusts must not be disclosed in this transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

THE COMMISSIONER FOR RAILWAYS

If a less estate, strike out "in fee simple" and interline the required alteration.

being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of one dollar

(£1.00) (the receipt whereof is hereby acknowledged) paid to it by THE MARITIME SERVICES BOARD OF NEW SOUTH WALES a body corporate constituted under the Maritime Services Act, 1935-1960 and having its principal office at Circular Quay West, Sydney

and grant  
do hereby transfer/to

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

THE MARITIME SERVICES BOARD OF NEW SOUTH WALES  
of CIRCULAR QUAY WEST, SYDNEY

(herein called transferee)

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number 1") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General (e.g. "and being Lot 1 section 1").

Unless authorised by Reg. 53 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Ed.	
Cumberland	Concord	Part	10347	234	Being so much of the land contained in Easement created by Transfer J 886626 as was resumed for Railway Purposes by Notification of Appropriation published in the Government Gazette No. 86 of the 25th June, 1965.

And the transferee covenant(s) with the transferor

as appurtenant to the lands of the transferee comprising the residue of land in Certificate of Title Volume 7160 Folio 34 after exclusion of Deposited Plan 221477, the lands in Certificates of Title Volume 8416 Folio 145 and Volume 9038 Folio 250, lots 1, 2, 4, 7, 8 and 10 on Deposited Plan 221477, being the lands in Certificates of Title Volume 9857 Folios 73, 74, 75, 76, 77 and 78 respectively, lots 3, 4 and 5 on Deposited Plan 221477 being the lands in Conveyance No. 500 Book 2730, and that part of the land in Certificate of Title Volume 5018 Folio 1 at Homebush Bay and Parramatta River generally to the south and west of the following boundaries: Commencing at the north-western corner of Portion 119, Parish of Concord, thence bearing north-west 200 feet, thence northerly to a point being the prolongation 200 feet south-easterly of the south-western side of Burroway Road, Municipality of Auburn, thence north-easterly and generally westerly by a line 200 feet from and parallel to the sea wall of the Homebush Bay Reclamation as existing at the date of this transfer to the northerly prolongation of the western boundary of lot 1 on Deposited Plan 515561, and thence by that prolongation southerly to high water mark on the sea wall of the Homebush Bay Reclamation, exclusive of the former beds of Powells and Haslams Creeks which were withdrawn from the transferee by proclamations in Government Gazettes of 17th January, 1941 and 26th September, 1941 respectively but inclusive of the portion of the former bed of Powells Creek within the area of 6 acres 2 roods 12 perches vested in the transferee by proclamation in Government Gazette No. 44 of 11th May, 1962, all as shown upon a plan annexed hereto and marked "A". And also as appurtenant to the part of the area of 6 acres 2 roods 12 perches abovementioned contained within Portion 119, Parish of Concord, and to the area of 7 acres 1 rood 22 perches vested in the transferee by proclamation in Government Gazette of 11th May, 1962 abovementioned being part of Portion 119, Parish of Concord, such parts of Portion 119 abovementioned being land for which no Crown Grant has issued, a right of carriage way as defined in Part 1 of Schedule VIII to the Conveyancing Act 1919 (as amended) PROVIDED that the transferee may :-

reconstruct or cause to be reconstructed within the servient tenement to a width not exceeding sixty six (66) feet having provision for a carriage way at least twenty four (24) feet wide the road now existing within the servient tenement,

and shall :-

at all times during the continuance of the rights hereby granted maintain or cause to be maintained the said road in a safe and trafficable condition and state of repair,

AND PROVIDED FURTHER that the right of carriage way hereby granted may be exercised and enjoyed by the transferee and all others the owners or occupiers for the time being of the said lands to which this easement is appurtenant or any part or parts of such lands and all persons or bodies authorised by such transferee owners or occupiers so to do in common with the transferor and all others now or hereafter authorised by the transferor in that behalf.

2 Strike out if unnecessary, or suitably adjust.

- (i) if any statements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.

A very short note will suffice.

K 1145-2

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if the instrument is signed by the Registrar-General, or a Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent); (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commission's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London or of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at Sydney the 17th day of October 1965.  
The Common Seal of THE COMMISSIONER FOR RAILWAYS has been hereto duly affixed in the presence of WHO IS PERSONALLY KNOWN TO ME

[Signature]  
Secretary for Railways

CORRECT  
Atty. Gen. Solicitor for Railways

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

The Common Seal of the Maritime Services Board of New South Wales was hereto duly affixed in pursuance of a resolution of the Board and in the presence of the Commissioners whose signatures are set opposite hereto and

[Signature]  
Secretary

[Signature]  
Atty. Gen. Solicitor for Railways

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Transferee

[Signature]  
[Signature]

#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No.                      Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at                      the                      day of                      19                       
Signed in the presence of                     

#### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at                     , the                      day of                     , one thousand                      and                      the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said                      is                      own handwriting, and that                      he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the Memorandum of non-revocation on back of form signed by the attorney before a witness.

\* N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person liable or negligently certifying liable to a penalty of £20; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

K 554665

No. \_\_\_\_\_

LODGED BY M. DUNNE, Solicitor for the

Maritime Services Board of New South Wales,  
Circular Quay West, Sydney.  
Telephone BO 545 extension 305.

FEE.

The Fees, which are payable on lodgment, are as follows:—

- (a) 10 lbs. 6d. where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of £1 is made in each of the following:—
- (i) Where a restrictive covenant is imposed; or
  - (ii) A new easement is created; or
  - (iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 H CT 7  
2 1 CT produced  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

Received Nos. \_\_\_\_\_  
Receiving Clerk. *W.D.*

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
do hereby release and discharge the land comprised in the within transfer from such mortgage and all claims  
therein but without prejudice to my rights and remedies as regards the balance of the land comprised  
in the mortgage.

This discharge is appropriate to a transfer of part of the land in the mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
<input checked="" type="checkbox"/>	<i>and grant of Right of Carriageway</i>
Checked by <i>B.P.</i>	Particulars entered in Register Book.
Passed (in S.D.B.) by <i>22-4</i>	on <i>20-4-1917</i>
Signed by <i>J. Lawson</i>	at <i>12-6-17</i>
	<i>J. Lawson</i> Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs. Office		
Cancellation Clerk		
VOL.		





**SOUTH WALKS**

## MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT 1900)

C512626

~~CONFIDENTIAL~~

12/25/10 4:50 PM  
 O.A. M.S.  
 21400 12.6  
 10.0  
 2.6  
 25/2/36

5, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 8

TOGETHER WITH full and free right and liberty (subject as hereinafter mentioned) for the Transferee his successors and assigns and his or their servants and workmen and all other persons authorized by him or them (in common nevertheless with the Transferor his successors and assigns and all other persons having a like right) at all times hereafter by night or day with or without horses carts carriages motors or other vehicles of any description for all purposes whatsoever connected with the use and enjoyment of the lands hereby transferred to enter upon go return pass and repass along over and upon ALL THAT piece of land situate as aforesaid and being a further part of the land comprised in the said Certificate of Title registered volume 4553 Folio 104 and delineated by red edging on the Plan hereunto annexed marked "A" PROVIDED AND IT IS HEREBY AGREED AND DECLARED that -

- (1) such easements and rights so granted shall not affect or prejudice the use for any purpose at all times hereafter by the Transferor his successors and assigns and his or their servants and workmen and all persons authorised by him or them of the said land delineated by red edging and in particular the use of the land delineated by blue edging on the said Plan marked "B" and the trolley lines thereon for the purposes of access and of transporting goods and merchandise with or without horses carts motors or any vehicles and for purposes connected therewith
- (2) the Transferor his successors and assigns shall be under no obligation or liability whatsoever with respect to the condition of the said land shown by red edging on the said Plan marked "A" or to the construction maintenance or repair of such land or any road or way thereon

BUT EXCEPTING out of the land hereby transferred and EXCLUDING therefrom -

- (1) the three parcels of land containing respectively ~~about~~ Two and three quarters perches and Four and three quarters perches and Thirteen perches each of which is delineated on the said Plan hereunto annexed marked "A" by black circles edging, and
- (2) the mines and deposits which were exempted from Notice of Assumption Number ~~508777~~ and 508777 under and by virtue of Section One hundred and thirty four of the Public Works Act 1900, and
- (3) all telegraph lines within the meaning of the Post and Telegraph Act 1901-1923 of the Commonwealth constructed erected or being upon the land hereby transferred, and
- (4) all railway lines constructed and laid in and upon the land delineated by brown edging on the Plan marked "A" annexed to Transfer from the Transferor to the Commissioner for Railways ~~and all rails sleepers cables water and gas mains pipes wires signals equipment fittings and appliances connected with the said railway lines, and~~

\* Copy of plan filed at 215 U.S. (L)

**Orig** glaz. Chas. H. Young

(5) the lines of pipes for conveyance of salt water constructed and laid in and upon the lands delineated by neutral color by neutral hatching and by brown hatching on the Plan annexed hereto marked "F" and all equipment fittings and appliances connected with the said lines of pipes, and

(6) the electric transmission lines constructed and laid in and upon the lands delineated by neutral color by neutral hatching and by brown hatching on the said Plan annexed hereto marked "F" and all poles wires fittings and appliances connected with the said electric transmission lines, and

(7) the electric transmission lines constructed and laid in and upon the lands delineated by red hatching on the Plan marked "A2" annexed to Transfer from the Transferor to The Sydney County Council for easements for electric transmission lines and other purposes and all structures poles cables wires guys fittings and appliances connected with the said electric transmission lines, and

(8) the lines of pipes for the conveyance of water constructed and laid in and upon the lands delineated by green color on the Plan marked "A4" annexed to Transfer from the Transferor to the Metropolitan Water Sewerage and Drainage Board for easements for water pipes and other purposes and all fittings and appliances connected with the said lines of pipes, and

(9) the lines of sewerage pipes constructed and laid in and upon the lands delineated by yellow color on the Plan marked "A5" annexed to Transfer from the Transferor to the Metropolitan Water Sewerage and Drainage Board for sewerage pipes and other purposes and all fittings traps ventilators and appliances connected with the said lines of sewerage pipes, and

(10) the two transformers erected in connection with the supply of electricity by The Sydney County Council in the sub-station upon land which is part of the land hereby transferred

AND RESERVING nevertheless to the Transferor his successors and assign FULL AND FREE right and liberty for the Transferor his successors and assigns at all times hereafter to use and maintain for the purpose of the passage or conveyance of water (including salt water) the lines of pipe (with the fittings and appliances connected therewith) at present constructed installed or laid upon and under ALL THOSE pieces of land delineated by neutral color and by brown hatching on the said Plan annexed hereto marked "F" AND ALSO for the purpose aforesaid to construct instal and lay use and maintain upon and under such lands any pipes in substitution for or in duplication of or in addition to the said lines of pipes and all necessary fittings and appliances in connection therewith AND ALSO from time to time to inspect the condition of and amend and repair the said lines of pipes fittings and appliances and pipes fittings and appliances hereinbefore referred to AND for the purposes aforesaid or any of them at all times to enter upon go return pass and repass through along and over such lands with or without surveyors agents servants workmen or other persons horses carts waggons motors and any vehicles and to make all necessary excavations in or under the said lands

AND ALSO RESERVING to the Transferor his successors and assigns FULL AND FREE right and liberty for the Transferor his successors and assigns at all times hereafter to use and maintain for the purpose of the transmission of electrical energy the lines of structures poles cables fittings and wires at present constructed erected installed or laid in and upon ALL THOSE pieces of land delineated by neutral color and neutral hatching on the said Plan annexed hereto marked "F" AND ALSO for the purpose aforesaid to construct erect instal and lay use and maintain in and upon such lands any structures poles cables fittings or wires in substitution for or in duplication of or in addition to the said lines of structures poles cables fittings and wires and all necessary guys and appliances AND ALSO from time to time to inspect the condition of and amend and repair the said transmission lines and all structures poles cables wires guys fittings and appliances hereinbefore referred to AND for the purposes aforesaid or any of them at all times to enter upon go return pass and repass through along and over the said lands with or without surveyors servants workmen and other persons horses carts waggons motors and any vehicles and appliances and to make all necessary excavations in or under the said lands

AND ALSO RESERVING to the Transferor his successors and assigns FULL AND FREE right and liberty for the Transferor his successors and assigns at all times hereafter to use and maintain for the purpose of telephone lines the lines of structures poles cables fittings and wires at present constructed erected installed or laid in upon or under ALL THOSE pieces

of land delineated by blue color on the Plan annexed hereto marked "A" AND ALSO for the purpose aforesaid to construct erect instal and lay use and maintain in upon and under the said lands any structures poles cables fittings or wires in substitution for or in duplication of or in addition to the said lines of structures poles cables fittings and wires and all necessary guys and appliances AND ALSO from time to time to inspect the condition of and amend and repair the said telephone lines and all structures poles cables wires guys fittings and appliances hereinbefore referred to AND for the purposes aforesaid or any of them at all times to enter upon go return pass and repass through along and over the said lands with or without surveyors servants workmen and other persons horses carts waggons motors and any vehicles and appliances and to make all necessary excavations in or under the said lands

AND ALSO RESERVING to the Transferrer his successors and assigns FULL AND FREE right and liberty for the Transferrer his successors and assigns and his and their surveyors servants workmen and all other persons authorised by him or them (in common nevertheless with the Transferee his successors and assigns and all other persons having a like right) at all times hereafter by night or day with or without horses carts carriages motors or other vehicles of any description for all purposes whatsoever (including all purposes connected with the use and enjoyment of that portion of the residue of the land comprised in the said Certificate of Title which adjoins the land hereby transferred on the south, south east and south west and any and every part thereof and of the three several portions of land excepted from this Transfer and delineated by black circles edging respectively on the said Plan annexed hereto marked "A" and of the easements and rights reserved to the Transferrer his successors and assigns by this Memorandum of Transfer) to enter upon go return pass and repass along over and upon ALL THOSE pieces of land delineated by brown color on the Plan hereunto annexed marked "C"

AND ALSO RESERVING to the Transferrer his successors and assigns as appurtenant to the land delineated on the Plan hereunto annexed marked "C" by red hatching FULL AND FREE right and liberty for the Transferrer his successors and assigns at all times hereafter to project and maintain the eaves and guttering (together with down pipes in connection therewith) of the premises at present erected on the said land delineated on the Plan hereunto annexed marked "C" by red hatching over and upon ALL THAT piece of land situate as aforesaid being part of the land comprised in the said Certificate of Title registered volume 4553 folio 104 delineated on the Plan annexed hereto marked "D" by yellow hatching and to discharge upon such land water passing from the said premises into and along the said guttering and down pipes AND ALSO to construct erect instal use and maintain over and upon the said land delineated on the said Plan annexed hereto marked "D" by yellow hatching any eaves and guttering and down pipes in connection therewith in substitution for or in duplication of or in addition to the eaves and guttering and down pipes at present overhanging the same and to discharge upon the said land shown by yellow hatching water passing from the premises erected upon the said lands shown on the said Plan marked "C" by red hatching into and along the said guttering and down pipes for the time being constructed and installed AND ALSO from time to time to inspect the condition of and paint amend and repair all eaves and guttering and down pipes hereinbefore referred to AND for the purposes aforesaid or any of them at all times to enter upon go return pass and repass through along and over the said land delineated on the said Plan hereto annexed marked "D" by yellow hatching with or without surveyors servants workmen and other persons and any materials and appliances

AND ALSO RESERVING to the Transferrer his successors and assigns FULL AND FREE right and liberty for the Transferrer his successors and assigns at all times hereafter (but subject to the easements and rights for electric transmission line and other purposes granted by the Transferrer to The Sydney County Council by Instrument of Transfer referred to in the Statement of Encumbrances Liens and Interests hereunder) TO CONSTRUCT erect instal lay use and maintain in and upon ALL THOSE pieces of land situate as aforesaid being part of the land comprised in the said Certificate of Title registered volume 4553 folio 104 delineated by red hatching on the Plan marked "A2" annexed to the said Instrument of Transfer from the Transferrer to The Sydney County Council of easements and rights for the purpose of the transmission of electrical energy ANY STRUCTURES poles cables fittings and wires and all necessary guys and appliances AND ALSO for the purpose aforesaid to use and maintain in and upon such lands the structures poles cables fittings and wires at present therein and thereon (but subject to the consent of The Sydney County Council its successors or assigns until such time as the easements and rights granted to such Council its successors and assigns by such Instrument of Transfer shall have ceased or determined) AND ALSO from time to time to inspect the condition of and amend and repair all structures poles cables wires guys fittings and appliances hereinbefore referred to AND for the purposes aforesaid or any of them at all times to enter upon go return pass and repass through along and over the said lands with or without surveyors servants workmen and other persons horses carts waggons motors and any vehicles materials and appliances and

C512626

to make all necessary excavations in or under the said lands

AND ALSO SUBJECT to the encumbrances liens and interest hereunder men-  
tioned.

ENCUMBRANCES ETC. REFERRED TO

The easements and rights granted by the following Instruments -

- (1) Instrument of Transfer, dated the <sup>11/4/36</sup> ~~fourth~~ day of February 1936 from the Transferor to the Commissioner for Railways in respect of the land delineated by brown edging on the said Plan marked "A1" annexed to such Transfer. ✓ +
- (2) Instrument of Transfer, dated the <sup>11/4/36</sup> ~~fourth~~ day of February 1936 from the Transferor to the Sydney County Council for electric Transmission line and other purposes, in respect of the land delineated by red hatching on the Plan marked "A2" annexed to such Transfer. X
- (3) Instrument of Transfer, dated the <sup>11/4/36</sup> ~~fourth~~ day of February 1936 from the Transferor to the Sydney County Council for right of way and other purposes in respect of the land delineated by green hatching on the Plan marked "A3" annexed to such Transfer (a copy of which Plan marked "A3" is hereto annexed). X
- (4) Instrument of Transfer, dated the <sup>11/4/36</sup> ~~fourth~~ day of February 1936 from the Transferor to the Metropolitan Water Sewerage and Drainage Board for water pipes and other purposes in respect of the land delineated by green colour on the said Plan marked "A4" annexed to such Transfer. X
- (5) Instrument of Transfer, dated the <sup>11/4/36</sup> ~~fourth~~ day of February 1936 from the Transferor to the Metropolitan Water Sewerage and Drainage Board for sewerage pipes and other purposes in respect of the land delineated by yellow colour on the said Plan marked "A5" annexed to such Transfer. X
- (6) Instrument of Transfer, dated the <sup>11/4/36</sup> ~~fourth~~ day of February 1936 from the Transferor to the Metropolitan Water Sewerage and Drainage Board for right of way and other purposes in respect of the land delineated by green edging on the Plan marked "A6" annexed to such Transfer (a copy of which Plan marked "A6" is hereto annexed). X

SIGNED at Sydney the <sup>24/4</sup> ~~fourth~~ day of ~~February~~ 1936.

THE COMMON SEAL of THE  
METROPOLITAN MEAT INDUSTRY  
COMMISSIONER was hereto duly  
affixed this <sup>24/4</sup> ~~fourth~~ day  
of ~~February~~ One thousand  
nine hundred and thirty-six  
by JOSEPH MERRITT the Commis-  
sioner appointed in pursuance  
of the Meat Industry (Amend-  
ment) Act 1932 and in the  
presence of:

*Secretary and Treasurer*

*The official Seal of the  
Metropolitan Meat Industry  
was hereto affixed in the  
presence of*

Transferor

ACCEPTED and I hereby certify this  
Transfer to be correct for the  
purpose of the Real Property Act.



11.511410  
For Plans see Paper ~~CH13400~~ CH13400  
Copies of plans filed at 21510-1 (L) Cor 11/6  
Original Plans filed in Vault.  
Original? CH13262

N°C 0314020

Memorandum of Transfer  
 of 91A 3A 1842 P

Pt. No. 238 (PL)

Mun. of Lidcombe

St of Concord

Co of Cumberland

(Together with and retaining  
 easements)

Lodged by.  
 Dicks Crowth & Ashbrook  
 Solicitors  
 Sydney.

Certified office  
 produced by  
 Crown Solicitor  
 D.C.D. 20/4/6.

The Minister for Public Works (1/1/6)

Particulars entered in Register Book  
 Vol 4553 Fol 104 the 9<sup>th</sup> day of March  
 1937 at 12 o'clock noon.

*W. H. H. H.*  
 Registrar General



CHINA  
 11 MAR 1937  
 916

	DATE	INITIALS
SENT TO SURVEY BRANCH		
RECEIVED FROM RECORDS		
DRAFT WRITTEN	23	23/4/37
DRAFT EXAMINED	25	25/4/37
DRAFT COMPLETE	26	26/4/37
DRAFT FORWARDED	27	27/4/37
DRAFT FORWARDED	28	28/4/37
DRAFT FORWARDED	29	29/4/37
DRAFT FORWARDED	30	30/4/37
DRAFT FORWARDED	1	1/5/37
DRAFT FORWARDED	2	2/5/37
DRAFT FORWARDED	3	3/5/37
DRAFT FORWARDED	4	4/5/37
DRAFT FORWARDED	5	5/5/37
DRAFT FORWARDED	6	6/5/37
DRAFT FORWARDED	7	7/5/37
DRAFT FORWARDED	8	8/5/37
DRAFT FORWARDED	9	9/5/37
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DRAFT FORWARDED	98	98/5/37
DRAFT FORWARDED	99	99/5/37
DRAFT FORWARDED	100	100/5/37

4839 145  
 DEPT. NO. 17411  
 FOLLOW

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

Fees — \$ 2.10  
Lodgment 4/1/1995  
Endorsement  
Certificate  
Com 1

R.P. 13A. No. J 886626

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

THE METROPOLITAN MEAT INDUSTRY BOARD



Parties must not be disclosed in transfer.

Any writing in this document should not extend any margin. Handwriting should be clear and legible and permanent black non-copying

RELODGED

13 OCT 1995

A less estate, strike out "in simple" and interline the required alteration.

(herein called transferor)

being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One Pound

(£1. 0. 0. ) (the receipt whereof is hereby acknowledged) paid to it by THE MARITIME SERVICES BOARD OF NEW SOUTH WALES a body corporate constituted under the Maritime Services Act, 1935-1960 and having its principal office at Circular Quay West, Sydney

and grant  
do hereby transfer to

Now in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

THE MARITIME SERVICES BOARD OF NEW SOUTH WALES  
of CIRCULAR QUAY WEST, SYDNEY

(herein called transferee)

A description may refer to roots shown in Town or Parish maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate of Title is to be transferred add "and being Lot etc. D.P. " or "being the land shown in the plan annexed hereto" or "being the whole of the land in certificate of grant registered Vol. etc."

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

out of ALL such its Estate and Interest in ALL THE land mentioned in the schedule following —

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Concord	Part	6129	216	Being the land shown by red edging on the plan marked "B" annexed to Instrument of Transfer No. C.512526 which Plan is also catalogued No.215101 in the Land Titles Office, Sydney (hereinafter called the servient tenement).

X now 9857 <sup>1 759</sup> 76 78. <sup>also to print,</sup>  
d Strü

het neder  
laet

d Strike out if unnecessary,  
suitably adjust.

- (i) if any easements are to be created or any extensions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 8 of the Conveyancing Act, 1919.

- Land for which  
no Census Lt.  
received

~~AND PROVIDED FURTHER that the right of carriage way hereby granted may be exercised and enjoyed by the Transferee and all others the owners or occupiers for the time being of the said lands to which this easement is appurtenant or any part or parts of such lands and all persons or bodies authorized by such transferee owners or occupiers so to do in common with the Transferor and all others now or hereafter authorized by the Transferor in that behalf.~~

~~ENCUMBRANCES, &c., REFERRED TO.~~

\* A very short note will suffice.

• 1165-2

~~Right of way granted by Transfer No. C.512626~~



as appurtenant to the lands of the Transferee comprising the residue of land in Certificate of Title Volume 7160 Folio 34 after exclusion of Deposited Plan 221477, the lands in Certificates of Title Volume 8416 Folio 145 and Volume 9038 Folio 250, lots 1,2,6,7,8 and 10 on Deposited Plan 221477 being the lands in Certificates of Title Volume 9857 Folios 73,74,75,76,77 and 78 respectively, lots 3,4 and 5 on Deposited Plan 221477 being the lands in Conveyance No. 500 Book 2730, and that part of the land in Certificate of Title Volume 5018 Folio 1 at Homebush Bay and Parramatta River generally to the south and west of the following boundaries :- Commencing at the north-western corner of Portion 119, Parish of Concord, thence bearing north-west 200 feet, thence northerly to a point being the prolongation 200 feet south-easterly of the south-western side of Burroway Road, Municipality of Auburn, thence north-easterly and generally westerly by a line 200 feet from and parallel to the sea wall of the Homebush Bay Reclamation as existing at the date of this transfer to the northerly prolongation of the western boundary of lot 1 on Deposited Plan 515561, and thence by that prolongation southerly to high water mark on the sea wall of the Homebush Bay Reclamation, exclusive of the former beds of Powells and Haslams Creeks which were withdrawn from the Transferee by proclamations in Government Gazettes of 17th January, 1941 and 26th September, 1941 respectively but inclusive of the portion of the former bed of Powells Creek within the area of 6 acres 2 roods 12 perches vested in the Transferee by proclamation in Government Gazette No. 44 of 11th May, 1962, all as shown upon a plan annexed hereto and marked "A", And also as appurtenant to the part of the area of 6 acres 2 roods 12 perches abovementioned contained within Portion 119, Parish of Concord, and to the area of 7 acres 1 rood 22 perches vested in the Transferee by proclamation in Government Gazette of 11th May, 1962 abovementioned being part of Portion 119, Parish of Concord, such parts of Portion 119 abovementioned being land for which no Crown Grant has issued, a right of carriage way as defined in Part 1 of Schedule VIII to the Conveyancing Act 1919 (as amended) PROVIDED that the Transferee may :-


- (a) reconstruct or cause to be reconstructed within the servient tenement to a width not exceeding sixty six (66) feet having provision for a carriage way at least twenty four (24) feet wide the road now existing within the servient tenement,
- (b) construct or cause to be constructed within the servient tenement over the creek at the boundary between the Municipalities of Auburn and Strathfield a new bridge having a carriage way at least twenty four (24) feet wide and a footway on each side thereof; and shall
- (c) at all times during the continuance of the rights hereby granted maintain or cause to be maintained the said road and bridge in a safe and trafficable condition and state of repair,


AND PROVIDED FURTHER that the right of carriage way hereby granted may be exercised and enjoyed by the Transferee and all others the owners or occupiers for the time being of the said lands to which this easement is appurtenant or any part or parts of such lands and all persons or bodies authorised by such transferee owners or occupiers so to do in common with the Transferor and all others now or hereafter authorised by the Transferor in that behalf.

ENCUMBRANCES, &c., REFERRED TO.

Right of way granted by Transfer No. C.512626

This is the second page of Memorandum of Transfer dated the 14th day of January 1965 made between The Metropolitan Meat Industry Board (Transferor) and The Maritime Services Board of New South Wales (Transferee)

  
Secretary and Treasurer,  
The Metropolitan Meat  
Industry Board.

  
Secretary,  
The Maritime Services Board  
of New South Wales.

# PLAN

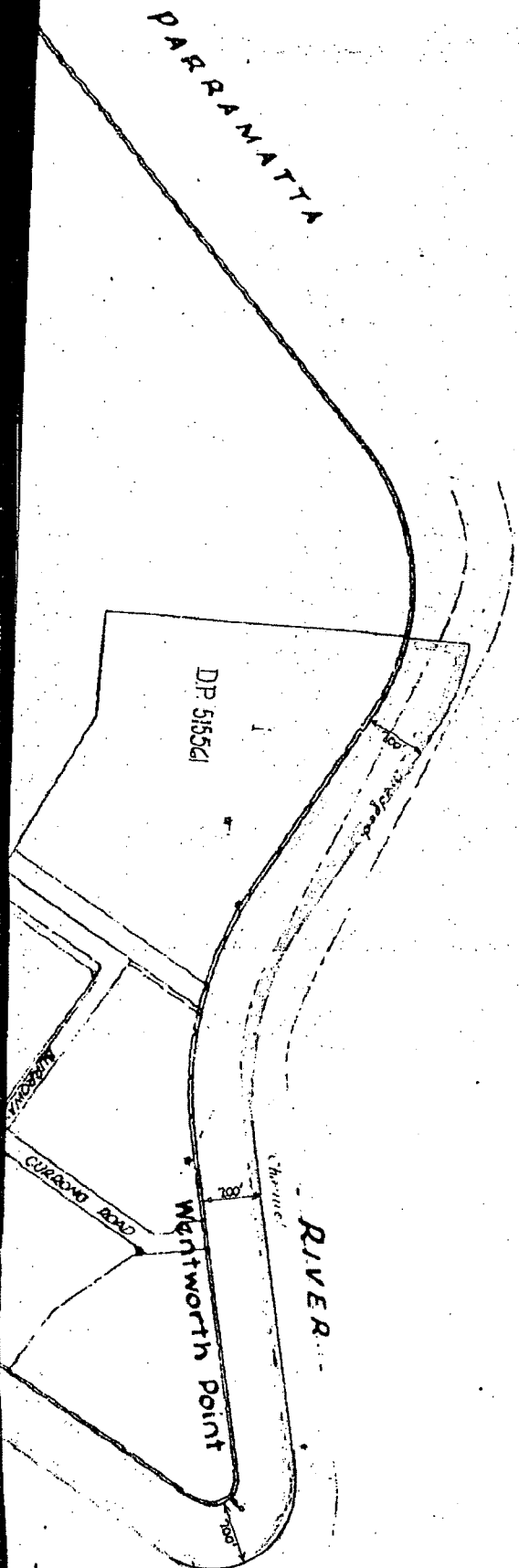
showing part of the land comprised in C.T. Volume 5018 folio 1  
showing proposed subdivision of land into 2 lots

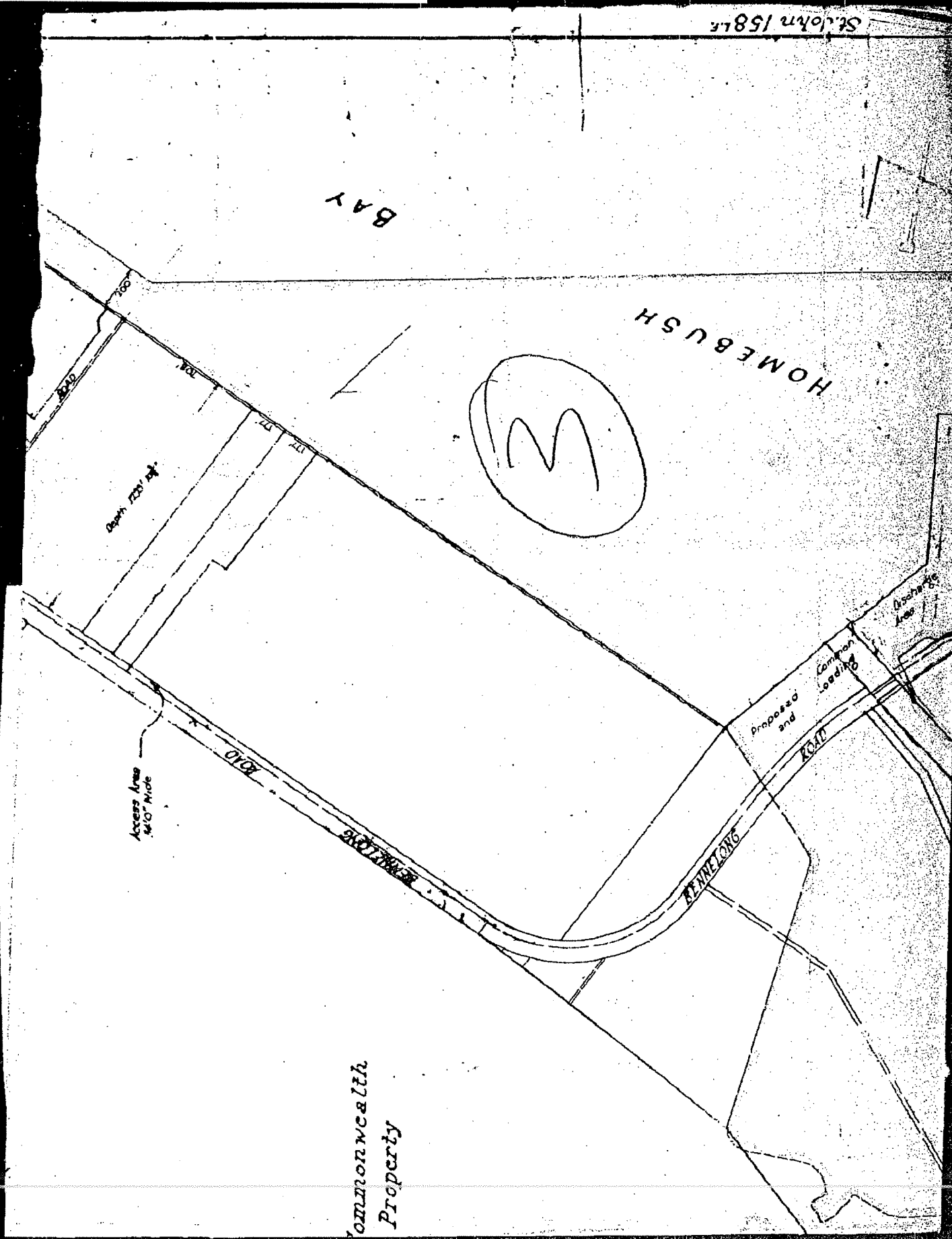
Parish of St. John County of Cumberland

Scale: 400 feet to an inch

LODGE WITH DEALING

25/1/05



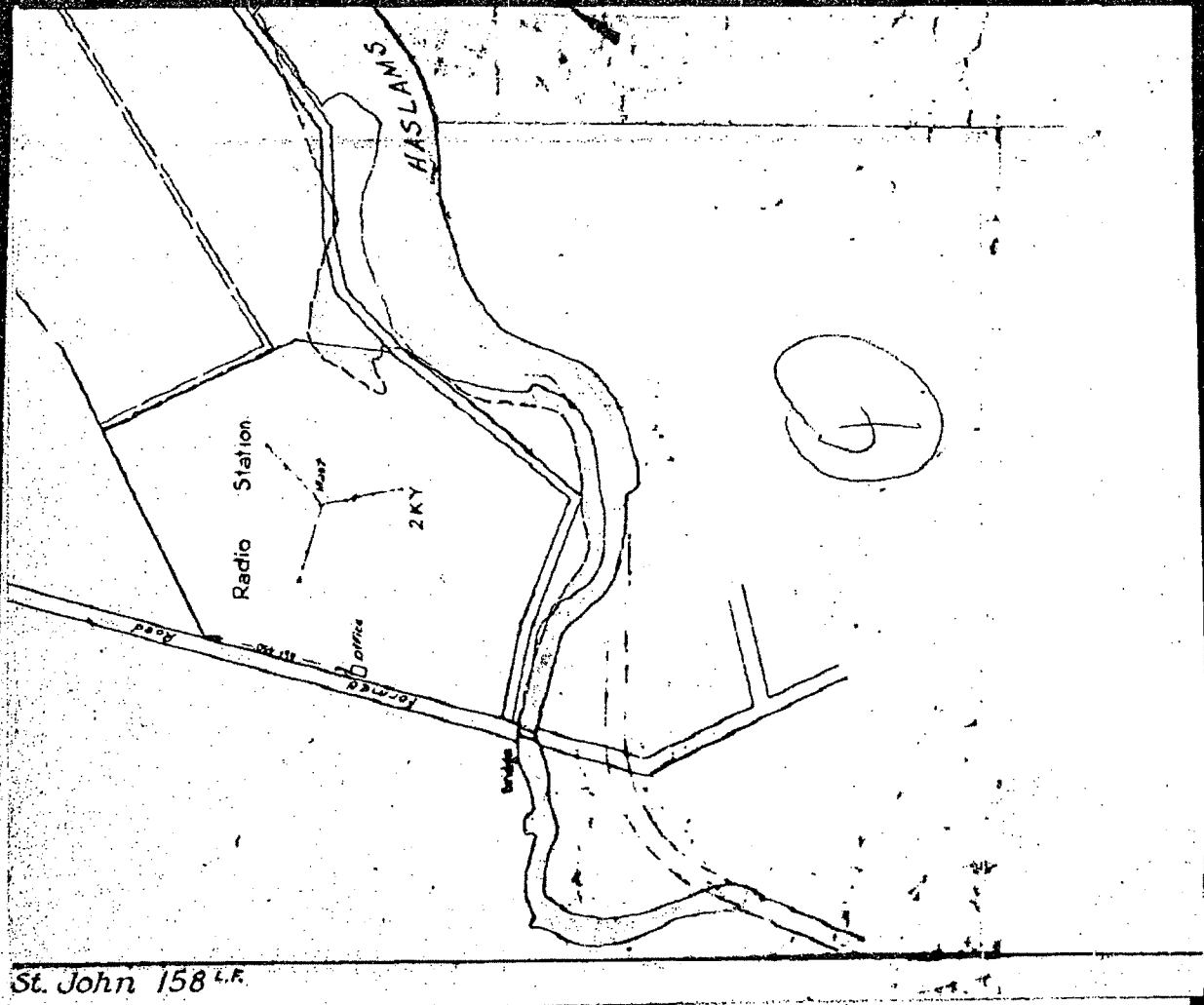


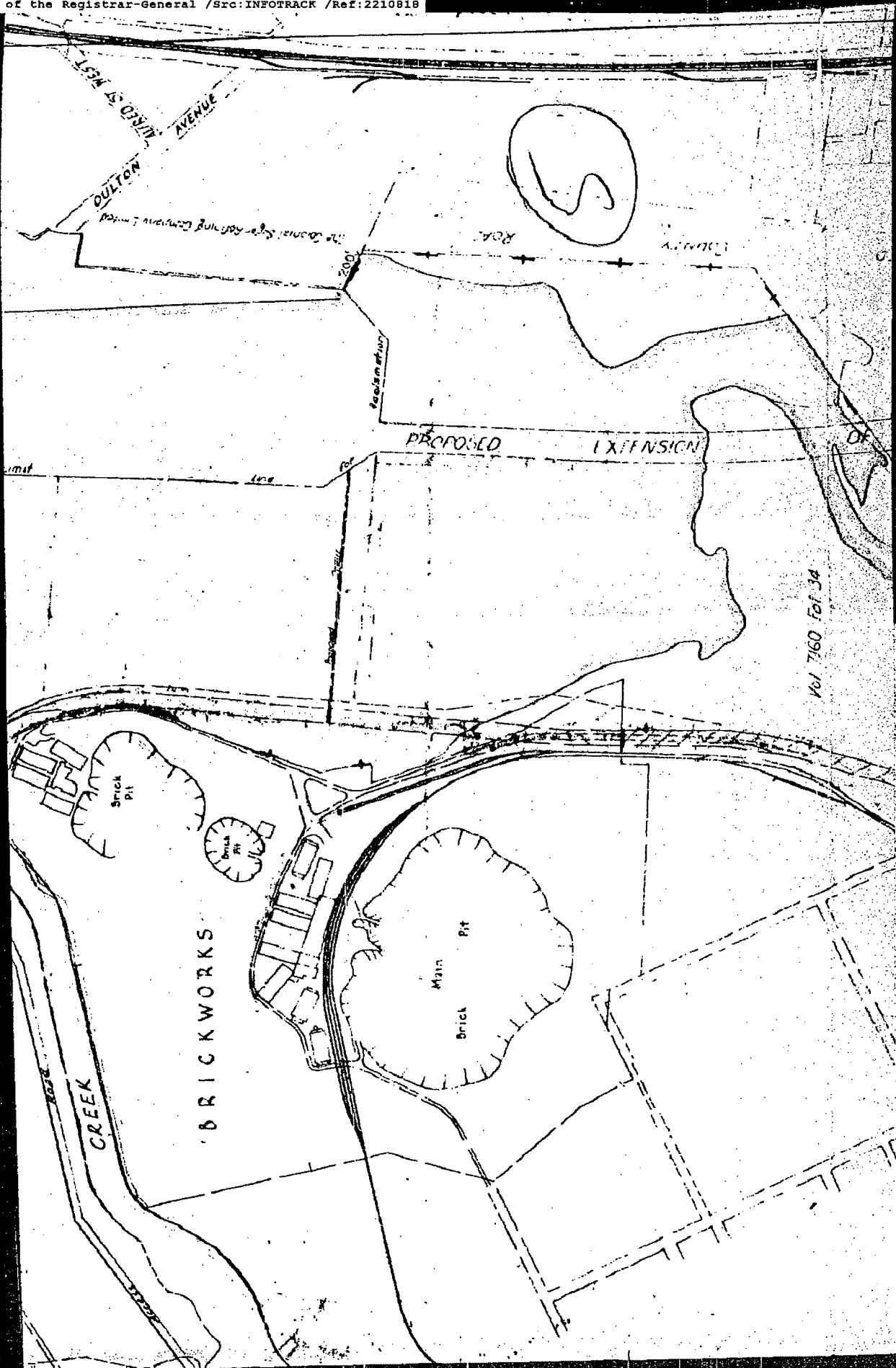
*Commonwealth  
Property*

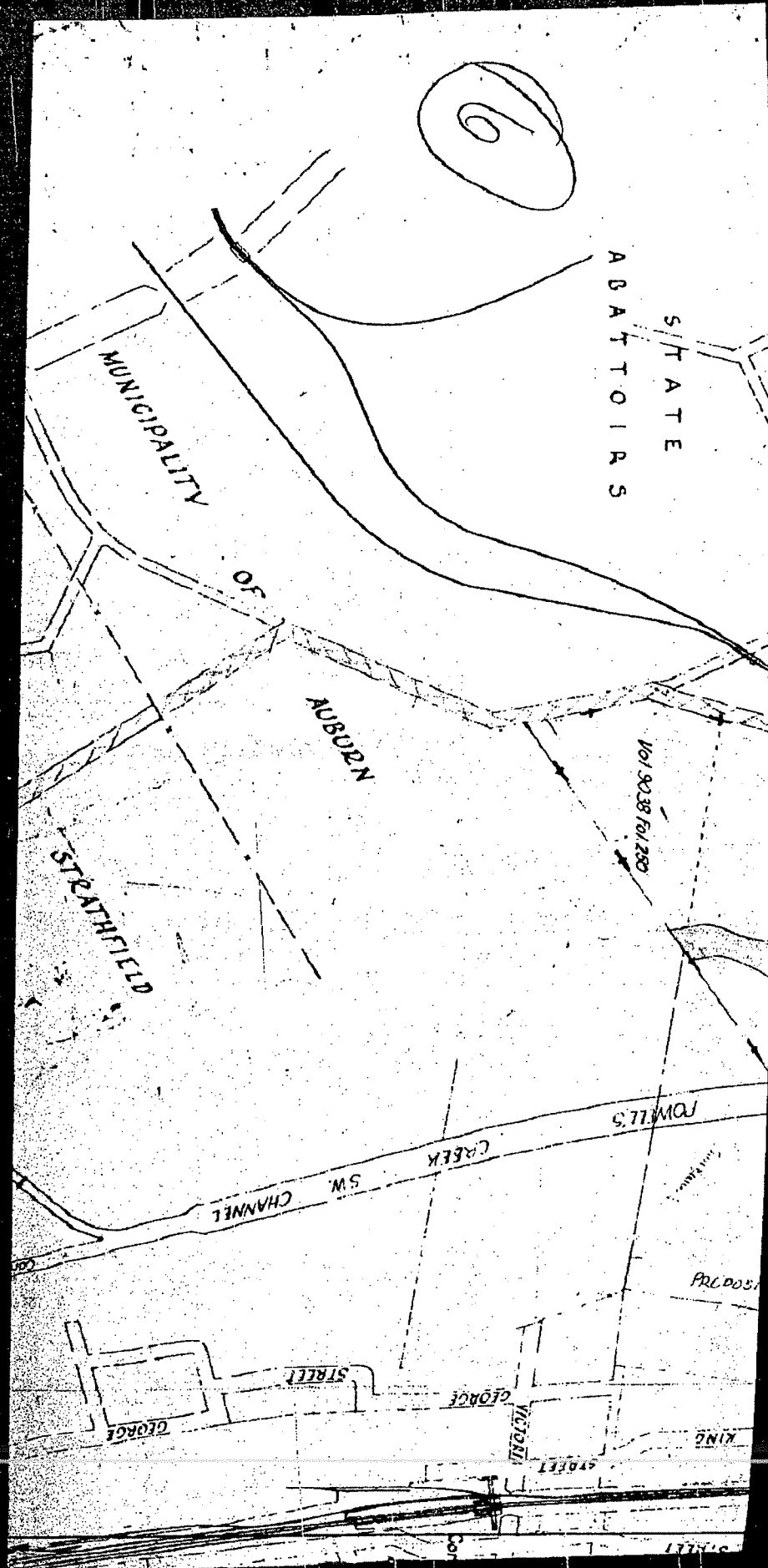
(2)

MAGAZINE

NEWINGTON







2





If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or a Deputy Registrar-General, or a Notary Public, a J.P., or a Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may point.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pre-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Pre-Consul, Consular Agent and Acting Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof for one of such persons who should sign and affix seal to such declaration), such other person as the Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Executed  
Signed at

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

The Common Seal of THE  
METROPOLITAN MEAT INDUSTRY BOARD  
WAS ONLY ATTACHED HEREON IN THE PRESENCE OF

*Attest*  
Secretary and Treasurer.

the *fourteenth* day of *January* 19*65*

Transferor.

The Common Seal of the Metropolitan Meat Industry Board of New South Wales was hereto  
affixed in pursuance of a resolution of the Board and in the presence of the Commissioners whose signatures are set out below.

Accepted, and I hereby certify that the Transfer to be correct  
for the purposes of the Real Property Act.

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *Miscellaneous Register* under the authority of which he has just executed the within transfer.

Signed at *the* day of *10*  
Signed in the presence of—

### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

Appeared before me at *the* day of *one thousand*  
*nine hundred and* the attesting witness to this instrument  
and declared that he personally knew the person  
signing the same, and whose signature thereto he has attested; and that the name purporting to be such  
signature of the said is own handwriting, and  
that he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £20; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **J 886626**

LODGED BY M. DUNNE, Solicitor for The  
Maritime Services Board of New South Wales,  
Circular Quay West, Sydney  
Tel. B0545 ext. 305

#### FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
  - (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
  - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
  - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
  - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.Where the foregoing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

#### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 \_\_\_\_\_  
2 3 Received Docs.  
3 9038-250 Nos.  
4 8857-78 Registering Clerk.  
5 8416-145

#### PARTIAL DISCHARGE OF MORTGAGE. (N.B.—Before execution read marginal note.)

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or residue of the land the Certificate of Title or Crown Grant or in the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER
	<u>and grant of Right of</u> <u>Carriageway.</u>
Checked by	Particulars entered in Register Books as per <u>Vol. 6189 Fol. 316</u>
Passed (in S.D.B.) by	<u>5/10/66</u>
Signed by	the <u>7<sup>th</sup></u> day of <u>January</u> 19 <u>66</u> at _____ minutes past <u>10</u> o'clock in the <u>fore</u> noon. <u>J. Watson</u> Registrar-General.

Vol. 6189	Fol. 316
7160	34
8416	145
9038	250
9857	13, 74, 15, 16, 77 and 78
5018	1

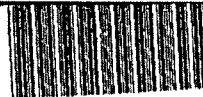
LEAVE THESE SPACES FOR DEPARTMENTAL USE.

EXTRA FEES  
£10.00  
5/10/66

PROGRESS RECORD		Initials	Date
Sent to Survey Branch			
Received from Records			
Draft written			
Draft examined			
Diagram prepared			
Diagram examined			
Draft forwarded			
Supt. of Engravers			
Cancellation Clerk			
Vol.		Fol.	



STAMP DUTY



Y183409

**SUB-LEASE**

RE: AL PROPERTY ACT, 1900  
(To be lodged in duplicate)

SL

CB	1 of 1	X
\$	99	

R11

REGISTRAR  
LEAST  
Note (a)

LEASE of which LESSOR is registered proprietor where a folio of the register has not been created for the leasehold estate			
Lease Number	Totons Title Reference	Description of land or premises leased	Location
L314281	Formerly VOLUME 10768 FOLIO 64  Now 7/776611	PART BEING THAT PART OF THE PREMISES SHOWN ON THE PLAN HERETO ANNEXED MARKED "A" AND THEREON DESCRIBED AS "SUBSTATION PREMISES NO. 6690" HEREINAFTER CALLED THE "DEMISED PREMISES" TOGETHER WITH RIGHT OF WAY AND EASEMENT REFERRED TO IN CLAUSES 1 AND 2 HEREOF.	HOMEBUSH
WEYERHAEUSER (AUST.) PTY. LIMITED			

LESSOR  
Note (a)

(the abovenamed LESSOR) hereby leases to the LESSEE

LESSEE  
Note (b)

THE SYDNEY COUNTY COUNCIL of 570 George Street, Sydney.

OFFICE USE ONLY

OVER

Note (c)

Note (d)

PRIOR

ENCUMBRANCES

Note (e)

TERM

Note (f)

Note (g)

Note (h)

for a TERM of 50 YEARS commencing on 31/8/1975 and TERMINATING on 30/8/2025

(with an OPTION TO PURCHASE and/or an OPTION OF RENT-WAY as set forth in clause (g) of SCHEDULE TWO hereto.

together with and reserving the rights and liberties set forth in SCHEDULE ONE hereto, and

SUBJECT TO the covenants and provisions:

- (i) implied by sections 84 and 85 of the Conveyancing Act, 1919 as are not expressly negatived or modified hereon;
- (ii) set forth in the Memorandum filed in the Land Titles Office as Number W578000 and
- (iii) set forth in SCHEDULE TWO hereto, which covenants and provisions shall be deemed to be incorporated herein.

DATE 9th February 1989

EXECUTION  
Note (i)

We hereby certify this lease to be correct for the purposes of the Real Property Act, 1900.

THE COMMON SEAL OF WEYERHAEUSER (AUST.) PTY. LIMITED )  
was hereunto affixed by the Director whose signature )  
is set opposite hereto in the presence of:- )

Secretary.

Note (j)

Signed in my presence by the lessee who is personally known to me  
SIGNED SEALED AND DELIVERED for and on behalf of )  
THE SYDNEY COUNTY COUNCIL by DAVID CHARLES GRAHAM )  
its duly constituted Attorney pursuant to Power of )  
Attorney registered book 3716 No. 427 in the )  
presence of:- )

Witness.

Director.

Attorney. (28/6/88)

TO BE COMPLETED  
BY LODGING PARTY  
Notes (j)  
and (k)

OFFICE USE ONLY

NSW \$-\*\*\*\*\*D.35 STAMP-DUTY 29/06/88 16123 G

LODGED BY		LOCATION OF DOCUMENTS	
CT	OTHER	CT	OTHER
BARTIER PERRY PURCELL 167 MACQUARIE ST., SYDNEY 221-3877 DX 109 102Q			Herewith.
Delivery Box Number			In L.T.O. with
Checked Passed REGISTERED - -19		Produced by (5675)	
17 FEB 1989		Secondary Directions	
Signed Extra Fee		Delivery Directions	
		CHQ 1	102Q 5675

RP 1A

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Lessee shall have the benefit of the following rights and liberties:

Notes (l) and (m)

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Right of Way (5 Wide) (7.37 Wide)" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.

The Lessor reserves unto himself the following rights and liberties:—

Notes (l) and (m)

2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "Easement For Electricity Purposes 2 Wide and Variable Width" on the plan hereto annexed marked "A" (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.

SCHEDULE TWO HEREINBEFORE REFERRED TO

Notes (n) and (o)

NIL.

SIGNED FOR AND ON BEHALF OF  
WEYERHAEUSER (AUST.) PTY. LIMITED

*[Signature]*  
R.D. Bunn

SIGNED FOR AND ON BEHALF OF  
THE SYDNEY COUNTY COUNCIL

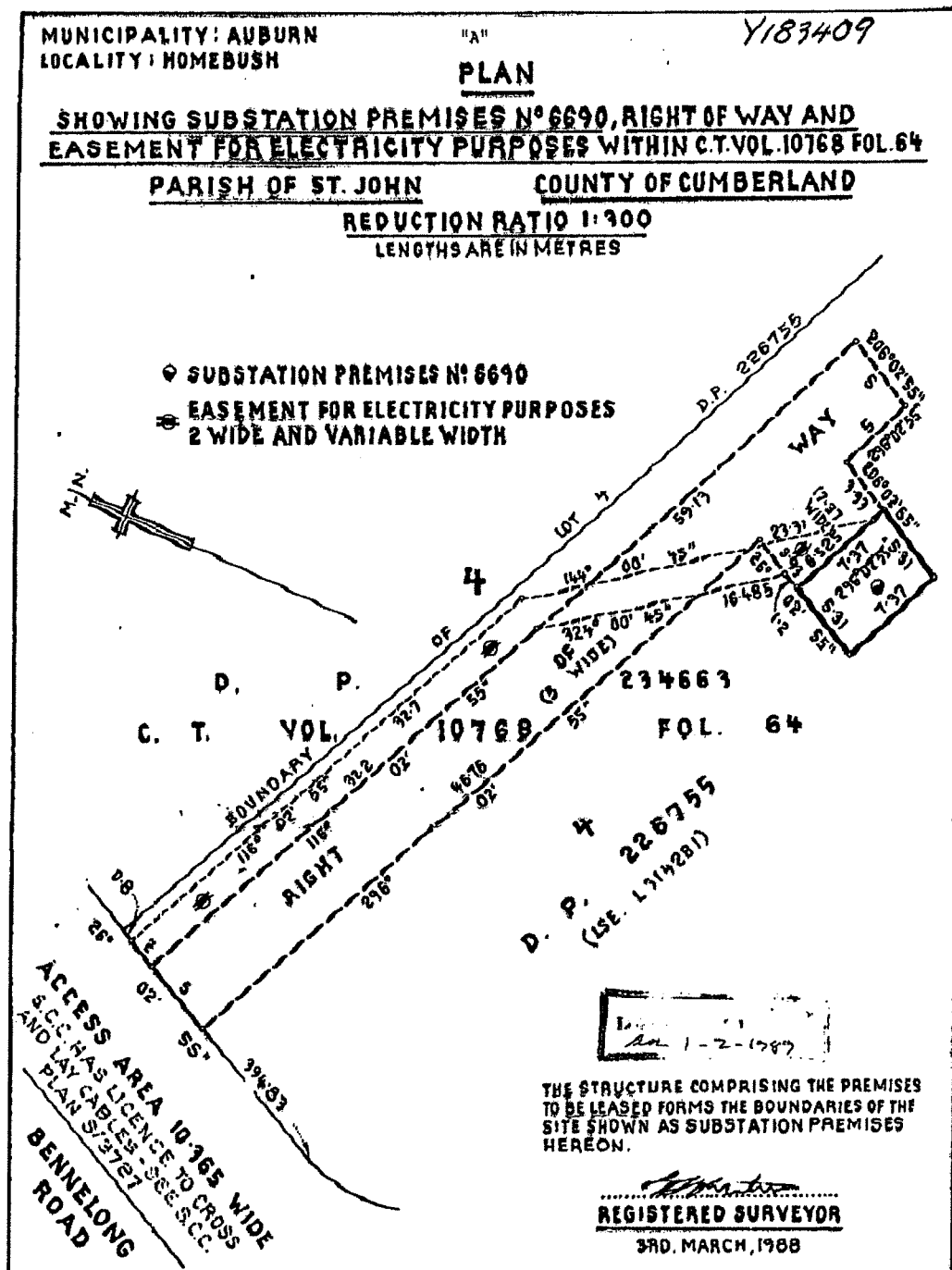
*[Signature]*  
Attorney  
*[Signature]*  
Witness

(For continuation of SCHEDULE TWO, see annex(a) hereto)  
OFFICE USE ONLY

Note (q)

DIRECTION PROP No of NAME S		FIRST SCHEDULE DIRECTIONS			
(A)	FOUR IDENTIFIER	(B) No	(C) DATE	(D) J	(E) NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS					
(A)	FOUR IDENTIFIER (CONTIGUOUS DEALING & FOUR IDENTIFIER)	(B) DIRECTION	(C) TYPE	(D) DEALING NUMBER	(E) DETAILS
		UNDER ON	L UA	1314281	To the Sydney County Council, sublease of substation premises No. 6690 as shown in plan with Y183409 together with a right of way and an easement for electricity purposes over other parts of the land above described. Expires 30-8-2025.

THIS MARGIN TO REMAIN FREE OF NOTATION



**SIGNATURES AND SEALS OF PARTIES**

THIS IS THE PLAN MARKED "A" REFERRED TO IN MEMORANDUM OF SUB-LEASE

BETWEEN WEYLHAEUSER (AUST.) PTY. LIMITED AND THE SYDNEY COUNTY COUNCIL

Signed for and on behalf of  
 WEYLHAEUSER (AUST.) PTY. LIMITED

X *[Signature]* X

X *[Signature]* X

Signed for and on behalf of  
 THE SYDNEY COUNTY COUNCIL

Attorney.

Witness.

CONSENT TO SUB-LEASE

THE MARITIME SERVICES BOARD OF NEW SOUTH WALES the Head Lessor named in  
Memorandum of Sub-Lease Registered No. L314281 HEREBY CONSENTS to the  
within written Sub-Lease from WEYERHAEUSER (AUST.) PTY. LIMITED to THE SYDNEY  
COUNTY COUNCIL PROVIDED THAT this consent shall not be deemed to extend to  
any further sub-letting, mortgaging, assigning or parting the possession of  
the premises comprised in Memorandum of Sub-Lease Registered L314281 or any  
part thereof.

DATED THIS 10<sup>th</sup> DAY OF November 1988.

SIGNED by me GRAHAM JOHN BLAIR  
as Delegate of THE MARITIME SERVICES  
BOARD OF NEW SOUTH WALES and I hereby  
certify that I have no notice as to  
the revocation of such delegation: )

.....  
Witness.

0450R.

97-01TCU

**TRANSFER  
GRANTING EASEMENTS**  
Real Property Act 1900



2829866 J



Office of St.

201035 10/06/2002 10 2002 960109  
A L O O T H I S I S - 11 - 1 - 21

- (A) **LAND**  
Show no more than 20 References to Title

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
Folio identifier 8/776611	Folio identifier 1/270113

- (B) **LODGED BY**

L.T.O. Box <b>599D</b>	Name, Address or DX and Telephone <del>Morgans Solicitors</del> MINTER ELLISON <del>DX 10170 SSE</del> Ph: <del>9221 6099</del> MRE: 10474668 REFERENCE (max. 15 characters): <del>PAYEE050-6460</del>	<b>TG</b>
---------------------------	--	-----------

- (C) **TRANSFEROR**  
(Registered Proprietor of servient tenement)

Homebush Bay Properties Pty Limited ACN 000 360

538

- (D) acknowledges receipt of the consideration of \$1

SEE  
ANNEXURE

- (E) and TRANSFERS and GRANTS See annexure

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFeree.

- (F) **TRANSFEE**  
(Registered Proprietor of dominant tenement)

Community Association DP 270113

- (G) subject to the following ENCUMBRANCES 1. 2. 3.

- (H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE

31 OCTOBER 1996

Signed in my presence by the Transferor who is personally known to me.

*The Commercial of Homebush Bay Properties Pty Limited was advised in accordance with the contents of this document.*  
Signature of Witness  
Address of Witness



Signature of

Director

Signed in my presence by the Transferee who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

*M. Morgan* (M. Morgan)  
Solicitor for Signatures of Transferee (Mark Morgan)

INSTRUCTION FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only)

*[Signature]*

## ANNEXURE

### Terms of right of way

1. Full and free right for the registered proprietor of the dominant tenement and persons authorised by that proprietor to:
  - (a) go, pass and repass on foot at all times and for all purposes without animals and without remaining for any recreational activities (including without limitation fishing, picnicking or playing games) or otherwise loitering over any part of the access area (being the area shown as (A) on the sketch attached and marked "A"); and
  - (b) enter upon any part of the access area with tools and machines necessary for the purpose of doing any work reasonably necessary to construct a trafficable surface or structure or to clear obstructions from the access area or repairing or maintaining the access area subject to the conditions (which conditions are agreements between the registered proprietor of the servient tenement and any person exercising rights under this easement) that a person exercising rights under this easement must:
    - (1) give the registered proprietor of the servient tenement reasonable notice of the intention to carry out works under this paragraph;
    - (2) cause as little disturbance as possible to the use of the servient tenement by other persons;
    - (3) not construct any trafficable surface or structure under, on or above the surface of the access way without the consent of the registered proprietor of the servient tenement (which consent may not be withheld unreasonably if the trafficable surface or structure is consistent with other such surfaces or structures on the dominant tenement. It will not be unreasonable for the proprietor of the servient tenement to impose conditions of its consent to ensure condition (5) will be complied with);
    - (4) ensure all work on the servient tenement is done properly and carried out as quickly as practicable; and
    - (5) not cause any damage to the servient tenement or drainage systems under or on the surface of the servient tenement (and the registered proprietor of the dominant tenement must promptly repair the same to the satisfaction of the registered proprietor of the servient tenement),

and except when urgent maintenance is required, the registered proprietor of the servient tenement may prescribe the hours of the day or night during which work may be carried out under this paragraph of this easement but in making that prescription the registered proprietor of the servient tenement must act reasonably.

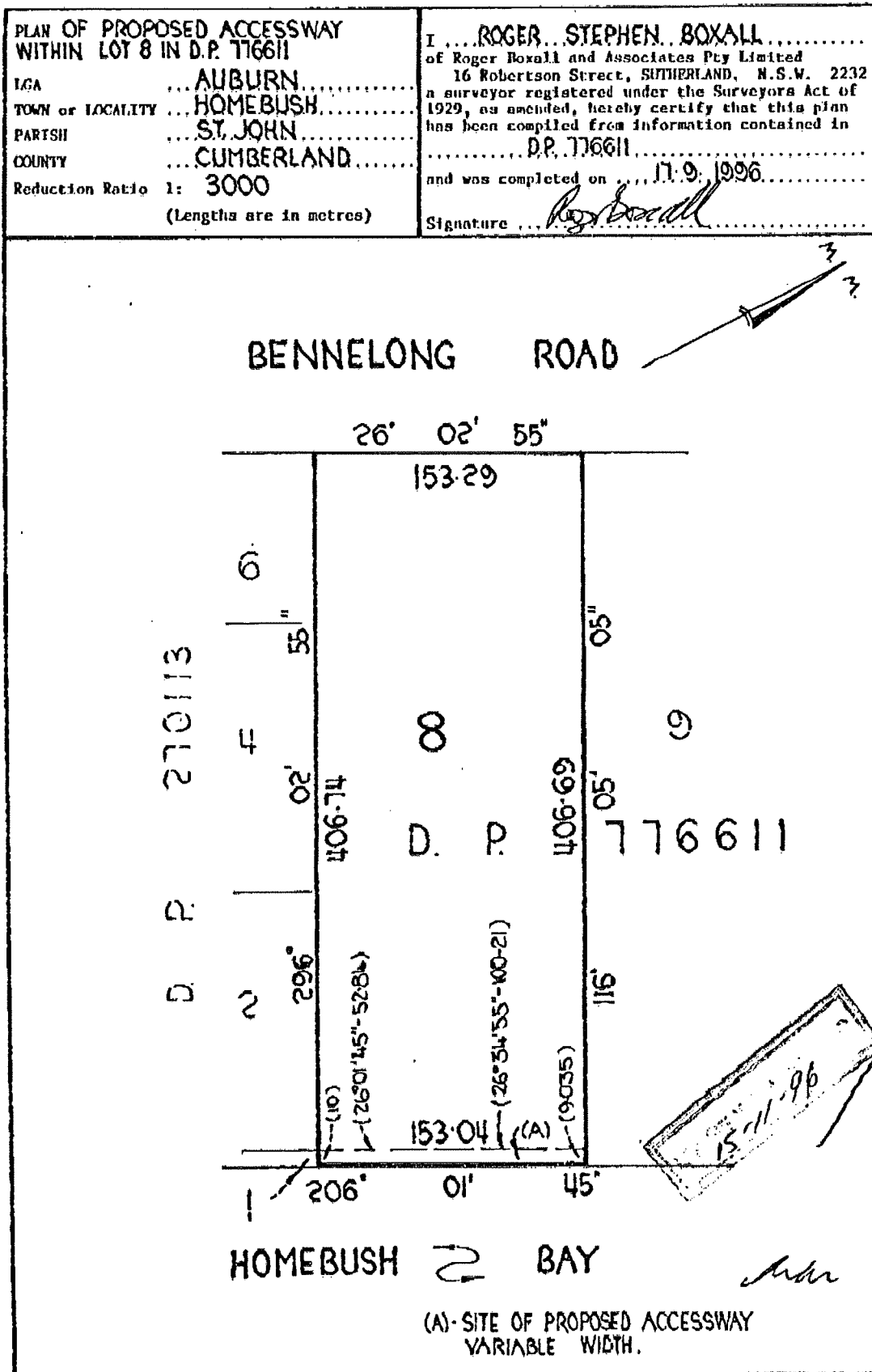




2. The registered proprietor of the servient tenement may not construct any form of fencing along the northern or southern boundaries of the access way, but nothing in this easement prevents that registered proprietor (or any person entitled to possession of the servient tenement) from constructing or permitting construction of:
- (a) a fence along the western boundary of the access way; and/or
  - (b) signs (in a form not objected to by any relevant statutory consent authority) notifying access area users of the prohibition noted in clause 1(a) in relation to recreational activities or loitering on the access area,
- provided that the fence referred to in (a) must be a green plastic coated chainwire fence (or such other type of fence as is approved by the registered proprietor of lot 1 DP 270113); and/or
- (c) a fence or other safety barrier along the eastern boundary of the access way if required for the purposes of the registered proprietor of the servient tenement (or any person entitled to possession of the servient tenement) effecting or maintaining any insurance in respect of the servient tenement.



"A"



2829866

DO NOT USE BOTH SIDES OF THE FORM

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
81776611	ON	FA		Right of way affecting the part designated (A) in the plan with 2829866
11270113	ON	FA		Right of way apartment to the land above described affecting the part designated (A) in plan with 2829866
	CT			5990



[illegible]

Eric Ursino  
140 SUSSEX ST  
SYDNEY NSW 2000

DP1084597

Registered: 19.10.2005

This is sheet 2 of my plan in 2 sheets dated  
7-3-2005

**DFairbie**

This is (part 2 of the plan of 2 sheets covered by my cardstock)

Author and Position/Current Manager/Institutional Contact

For use where space is insufficient in any panel on Form 2.

Reduction Ratio 1:

**SURVEYOR'S REFERENCE**  
**4330-93(B)**

**Instrument setting out terms of easements and restrictions on the use of  
land intended to be created pursuant to section 88B of the  
Conveyancing Act 1919**

Lengths are in metres

(Sheet 1 of 4 sheets)

**DP1084597**

Plan of easements within lots 17 & 18  
in DP 270113

Name and address of the burdened person of  
the land:

Challenger Funds Management  
Limited ACN 004 778 545  
Level 41, 88 Phillip Street  
SYDNEY NSW 2000

Lot 15 Pty Limited ACN 109 246 148  
62 Croydon Street, Cronulla 2230

**PART 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2.5 wide (W)	17 $\phi$ 18 $\phi$	6 $\phi$ 6, 17 $\phi$

**PART 2**

**Definitions**

In this instrument:

"benefited person" means every person entitled to an estate or interest in the lot benefited.

"burdened person" means every person entitled to an estate or interest in the lot burdened.

"Challenger" means Challenger Funds Management Limited ACN 004 778 545 and its successors or permitted assigns.

"consent authority" is as defined in the Environmental Planning and Assessment Act 1979.

"Payce" means Payce Properties Pty Limited ACN 008 644 611 and its successors or permitted assigns.

"Road Works" means all the works necessary to construct any new access roads and other roads required on lot 17.

**1. Terms of easement to drain water 2.5 wide referred to in the above mentioned plan**

The burdened person grants full, free and unimpeded right for the benefited person and all persons authorised by the benefited person to construct pipes and concrete channels within that part of the lot burdened marked "W" on the plan in accordance with consent authority requirements and thereafter repair, maintain and use the pipes and concrete channels to drain water.

240647-v1\SYDDMSIEJZAK4

*phi beings Lots 6, 17 & 18  
in DP 270113*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**  
Lengths are in metres (Sheet 2 of 4 sheets)

**DP1084597**

Plan of easements within lots 17  
& 18 in DP 270113

**2. Cessation of Benefit**

- (a) It is intended that the site of the easement will be relocated from lot 18 and lot 17 along a new boundary road at the cost of Payce when the Road Works are executed on lot 17 and the existing warehouse on lots 17 and 18 is demolished. Subject to paragraph 2(b), the easement created by this instrument will cease to operate in respect of a benefited or burdened lot when the Road Works are completed.
- (b) No person other than HSBCAM during its ownership or occupancy of Lot 18 has the right to release, vary or modify this easement in relation to any part of the lot burdened or the lot benefited and no other person's consent is required to a release, variation or modification of this easement.
- (c) Each benefited person including any successor in title or permitted assign irrevocably appoints HSBCAM as its attorney to sign any document required by LPI NSW to release the easement and to relocate the easement on an alternative site and each benefited or burdened person or any successors in title to a benefited or burdened person must, immediately upon request from HSBCAM, provide the power of attorney to HSBCAM as referred to in this paragraph.

**3. Limitation of Liability**

For the purposes of this clause:

**Corporations Act** means the *Corporations Act 2001 (Cth)*.

**Registered Scheme** has the same meaning given to it in the Corporations Act.

**Responsible Entity** means Challenger Funds Management Limited of Level 41, 88 Phillip Street, Sydney in its capacity as responsible entity of the Trust or any substitute or replacement responsible entity of the Trust from time to time.

**Trust** means the management investment scheme known as the HSBC Australia Private Property Trust.

- (a) The burdened person enters into this instrument only in its capacity as Responsible Entity of the Trust and in no other capacity. A liability arising under or in connection with the instrument can be enforced against the burdened person only to the extent to which it can be satisfied out of the property of the Trust out of which the burdened person is actually indemnified for the liability. This limitation of the burdened person's liability applies despite any other provision of the instrument and extends to all liabilities and obligations of the burdened person in any way connected with any representation, warranty, conduct, omission or transaction related to the instrument.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 4 sheets)

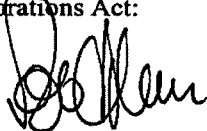
Plan of <sup>easements</sup> ~~subdivision~~ within lots 17 & 18  
in DP 270113

**DP1084597**

- (b) Subject to (c), the benefited person may not make any demand or take any action against the burdened person, seek the appointment of a liquidator, administrator, receiver or similar person to the vendor or prove in any liquidation, receivership, administration or arrangement of or affecting the burdened person, in respect of any act, matter or thing arising directly or indirectly from the instrument.
- (c) The limitation of liability of the burdened person to the extent of indemnification out of the assets of the Trust shall only be excluded to the extent that the burdened person's proven fraud, negligence or breach of trust results in a reduction in indemnification out of the assets of the Trust.
- (d) The burdened person is released from its obligations under the instrument on the appointment of a new or replacement Responsible Entity of the Trust if the new or replacement Responsible Entity takes on the burdened person's obligations and liabilities under the instrument.
- (e) If the Trust is a Registered Scheme, the benefited person acknowledges that the provisions of sections 601FS and 601FT of the Corporations Act 2001 apply to the instrument.

**EXECUTED AS A DEED.**

**EXECUTED** on behalf of **Challenger Funds Management Limited ACN 004 778 545**  
by the authorised persons whose signatures appear below pursuant to section 127 of the  
Corporations Act:

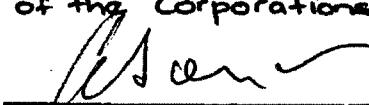


Director

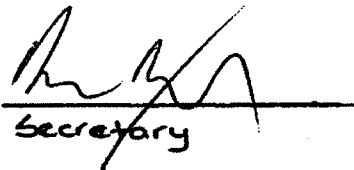


Secretary

**EXECUTED** on behalf of **LOT 15 PTY LIMITED**  
**ACN 109 246 148** by the authorised persons whose  
signatures appear below pursuant to section 127  
of the Corporations Act:



Director



Secretary



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**  
Lengths are in metres

(Sheet 4 of 4 sheets)

**DP1084597**

Plan of easements within lots 17  
& 18 in DP 270113

**EXECUTION BY MORTGAGEE**

AND THE UNDERMENTIONED ATTORNEYS BY THEIR  
EXECUTION HEREBY DECLARE that at the time of the  
execution by them of this instrument they have no notice  
of the revocation of the Power of Attorney dated 1st December  
2002 from ING BANK (AUSTRALIA) LIMITED A.C.N. 000 833 292  
to them registered Book 4371 No. 611 under authority of which  
they have executed the said instrument.

Signed in our presence for and on behalf of ING Bank (Australia)  
Limited

by *Matthew White* **Matthew White**  
and *Mark Laurence Lee* **MARK LAURENCE LEE**

as the duly constituted Attorneys who are personally known to me.

*Eric Ursino*  
**Eric Ursino**  
140 SUSSEX ST  
SYDNEY NSW 2000

240647-v11SYDDMS1EJ2AK4



Form: 11R  
Release: 4.0

## REQUEST

New South Wales  
Real Property Act 1900



AH569487P

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) STAMP DUTY	If applicable. Office of State Revenue use only  <i>Log<sup>a9</sup></i>		
(B) TORRENS TITLE	21/270113		
(C) REGISTERED DEALING	Number	Torrens Title	
(D) LODGED BY	Document Collection Box <b>286 B</b>	Name, Address or DX, Telephone, and Customer Account Number if any <b>MORGAN LEWIS LEVEL 16, 9 CASTLEREAGH ST SYDNEY TEL: 8257 3438 C.A.N. 132052 @</b> Reference: <b>BMM: 2010 1191</b>	CODE <b>R</b>
(E) APPLICANT	SH Homebush Alora Pty Limited ACN 134 688 734 and Henlia No. 17 Pty Limited ACN 136 340 835		
(F) NATURE OF REQUEST	Removal of Easement created by DP1084597		
(G) TEXT OF REQUEST	<p>1. The Applicant, being the registered proprietor of lot 21 in DP270113, a lot burdened by Easement to Drain Water 2.5 wide (W) created by DP1084597 ("the Easement"), applies to have the Easement removed from folio 21/270113.</p> <p>2. The Easement has ceased to operate because the "Road Works", as defined in the terms of the Easement have been completed as evidenced by the statutory declaration Annexed to this Request.</p>		

DATE 19 NOVEMBER 2012

- (H) I certify that I am an eligible witness and that the applicant's attorney signed this dealing in my presence.  
[See note\* below].

Signature of witness: *[Signature]*  
Name of witness: BOBAN MILJEVIC  
Address of witness: L16, 9 CASTLEREAGH ST  
SYDNEY

Certified correct for the purposes of the Real Property Act 1900 by the applicant's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney: *[Signature]*  
Attorney's name: Rebecca Breen  
Signing on behalf of: SH HOMEBUSH ALORA PTY LIMITED  
Power of attorney-Book: 4615 AND HENLIA No. 17  
-No.: 204 PTY LIMITED

- (I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.  
The applicant \_\_\_\_\_ certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. \_\_\_\_\_ Full name: \_\_\_\_\_ Signature: \_\_\_\_\_

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 2

C7 6000 - 745  
0219896  
18/2/2013

1111

## Annexure to Request

### Mortgagee

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.



Signature of witness

BRETT LEE

Name of witness

LEVEL 20

1 MACQUE PLACE

Address of witness

SYDNEY

Certified correct for the purposes of the *Real Property Act 1900* by the person(s) named below who signed this instrument pursuant to the Power of Attorney specified.



Signature of Attorney

SHUNSUKE SUZUKI

Attorney's name

Signing on behalf of The Bank of Tokyo-Mitsubishi UFJ, Ltd ABN 75 103 418 882  
Power of Attorney – Book: 4637 No. 923

SIGNATURE AND SEALS ONLY.

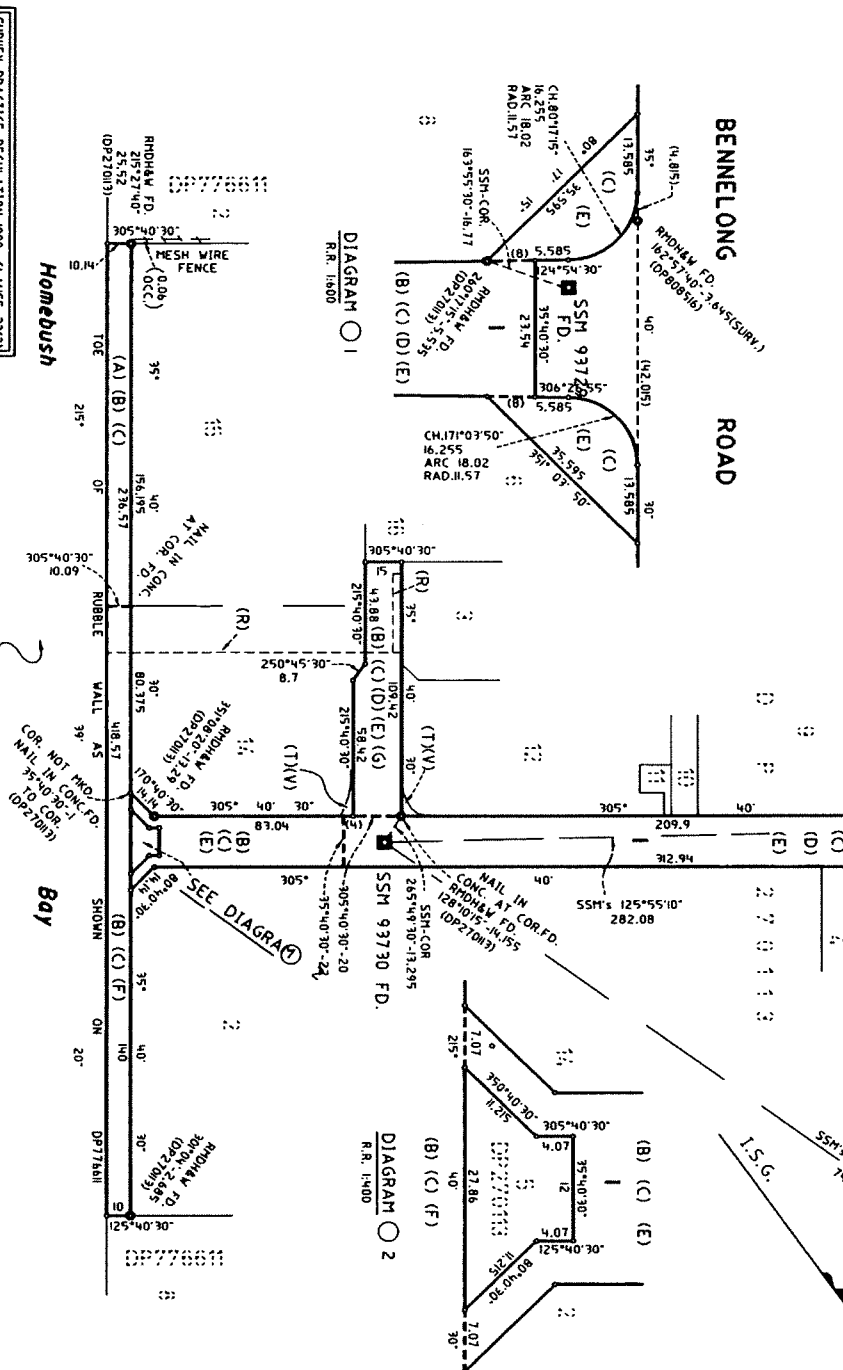
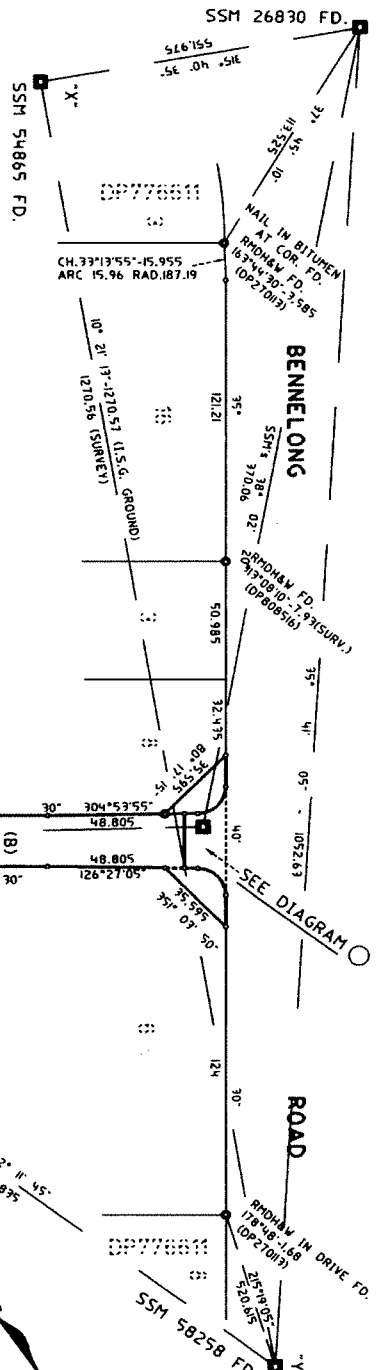


WITNESSES  
Name of Registrar-General  
Name of Registrar-General  
Name of Registrar-General

Crown Lands Office Approval

Council's Certificate

Surveyor's Reference  
4330DP/ESMT 3(B)



MARK	1:5 G. CO-ORDINATES	ZONE	A.C.C.
SSPH5485	306887.825	125041.886	56/7
SSPH2630	30650.981	125936.751	56/7
SSPH58258	30715.959	125936.751	56/7
SSPH58258	30715.959	125936.751	56/7

Source: I.S.G. CO-ORDINATES ADAPTED FROM  
N.S.W. L.C. OH. 2-10-1997.

DP 268577  
2-3-1998  
Lot No 4/19B OF 6-2-1998  
The System: TORRENS  
Purpose: EASEMENT  
Ref. No: U0052-63  
Lot Part: DP 270113  
PLAN OF EASEMENTS WITHIN  
LOT 1 IN DP 270113.

LOCALITY: AUBURN  
Suburb/Quarry: HOMEBUSH BAY  
Road: ST. JOHN  
County: CUMBERLAND  
SHEET 1 OF 2 SHEETS  
(Indicate if appropriate)

DAVID WALLACE FAIRLIE  
of ROGER BOHALL & ASSOC. P/L  
100 ROYAL STREET, SYDNEY, N.S.W. 2000  
I hereby certify that the foregoing is a true and correct copy of the plan as submitted to the Registrar-General on 2-3-1998.

From survey and from existing documents, I certify that the plan is a true and correct copy of the plan as submitted to the Registrar-General on 2-3-1998.

Plotted in preparation of survey/compilation  
DP270113

Panel, FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.  
PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:  
1. RIGHT OF FOOT WAY  
2. EASEMENT TO DRAIN WATER  
3. EASEMENT FOR SERVICES  
4. VARIABLE WIDTH (B)  
5. RIGHT OF CARRIAGEWAY 22 WIDE AND VARIABLE WIDTH (D)  
6. RIGHT OF FOOT WAY  
7. RIGHT OF FOOT WAY  
8. VARIABLE WIDTH (F)  
9. RIGHT OF FOOT WAY  
10. VARIABLE WIDTH (G)

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	Table of mm	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390
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DP 268577

Registered:  2-3-1998

This is plan 2 of my plan 2, sheet dated

Survey registered under Surveyor Act 1928

This is plan of the plan of sheet covered by my Certificate No

General Manager/Deputy General Manager

For use where space is insufficient in any part of Plan Form 2

COMMUNITY ASSOCIATION DO NO  
27013 CERTIFIED 1997/1998,  
BY UNLAWFUL ACQUISITION,  
CONSIDERED TO THE ROAD OF  
EASTWENT APPROXIMATE LOT 1  
DP NO. 27013

The Council of Community  
Association DP No. 27013 was  
first notified on 24 February  
1998 - the presence of Lynne  
Watts and Brian Michael Boyd,  
being persons authorized by resolution  
of the Community Land  
Management Act 1989 to effect the  
opening of the road

  
Lynne Watts

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 1 of 6 sheets

Plan: **DP 268577**

Plan of subdivision covered by Council  
Certificate No. 4/98 of 6-2-1998

**PART 1**

Full name and address of owner  
of the land:

Community Association DP 270113  
320 Liverpool Road, Ashfield NSW

- |    |                             |  |
|----|-----------------------------|--|
| 1. | <b>Identity of easement</b> | <b>Right of foot way variable width (A)</b>          |
|    |                             | <b>Schedule of lots etc affected</b>                 |
|    | Lots burdened               | Lots benefited                                       |
|    | Lot 1 DP 270113             | Lots 15 and 16 DP 270113                             |
| 2. | <b>Identity of easement</b> | <b>Easement to drain water variable width (B)</b>    |
|    |                             | <b>Schedule of lots etc affected</b>                 |
|    | Lots burdened               | Lots benefited                                       |
|    | Lot 1 DP 270113             | Lots 15 and 16 DP 270113                             |
| 3. | <b>Identity of easement</b> | <b>Easement for services variable width (C)</b>      |
|    |                             | <b>Schedule of lots etc affected</b>                 |
|    | Lots burdened               | Lots benefited                                       |
|    | Lot 1 DP 270113             | Lots 15 and 16 DP 270113                             |
| 4. | <b>Identity of easement</b> | <b>Right of carriageway 22 wide and variable (D)</b> |
|    |                             | <b>Schedule of lots etc affected</b>                 |
|    | Lots burdened               | Lots benefited                                       |
|    | Lot 1 DP 270113             | Lots 15 and 16 DP 270113                             |

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 2 of 6 sheets

Plan: **DP 268577**

Plan of subdivision covered by Council  
Certificate No. 4/98 OF 6-2-1998

**5. Identity of easement Right of foot way variable width (E)**

**Schedule of lots etc affected**

Lots burdened

Lots benefited

Lot 1 DP 270113

Lots 15 and 16 DP 270113

**6. Identity of easement Right of foot way variable width (F)**

**Schedule of lots etc affected**

Lots burdened

Lots benefited

Lot 1 DP 270113

Lots 15 and 16 DP 270113

**7. Identity of easement Right of carriageway 20 wide and variable (G)**

**Schedule of lots etc affected**

Lots burdened

Lots benefited

Lot 1 DP 270113

Lots 15 and 16 DP 270113

**PART 2**

**1. Terms of easement firstly, fifthly and sixthly referred to in the plan**

(a) Full and free right for every person who is at any time entitled to an estate or interest in possession in a lot benefited or any part of it with which the right is capable of enjoyment, and all persons authorised by him, to:

- (1) go, pass and repass on foot at all times and for all purposes, to and from a lot benefited; and
- (2) from time to time and at all times with any materials, tools, implements, plant or equipment necessary for the purposes to enter on to the areas affected by easements (A), (E) and (F) and to remain there:
  - (i) for any reasonable time for the purpose of maintaining, repairing or replacing the footpath and trafficable areas affected by easements (A), (E) and (F); and

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 3 of 6 sheets

Plan: **DP 268577**

Plan of subdivision covered by Council  
Certificate No. 4/98 OF 6-2-1998

- (ii) for any reasonable time for the purpose of constructing, maintaining, repairing or replacing a wharf or other structure on any part of Homebush Bay adjacent to the areas affected by easements (A) and (F).
- (b) In consideration of the proprietor of the lot benefited agreeing to maintain and keep the area affected by easement (A) in good repair and to be responsible for the costs thereof, the proprietor of the lot burdened irrevocably agrees:
  - (1) to consent to any lease or licence, or extension or renewal of a lease or licence, granted by a relevant authority to Payce Properties Pty Limited (or a nominee of Payce Properties Pty Limited approved by the proprietor of the lot burdened) in relation to any wharf or other structure ("wharf") constructed or to be constructed on any part of Homebush Bay adjacent to the areas affected by easements (A) and (F) and to do all reasonable things (at the expense of Payce Properties Pty Limited or its nominee) in connection the provision of its consent; and
  - (2) in relation to that part of Homebush Bay adjacent to the area affected by easement (A), not to object or otherwise withhold its consent to any building, development or other application made by or on behalf of Payce Properties Pty Limited or its nominee for the approval of a relevant authority in relation to the wharf unless such application relates to the construction of a public ferry wharf.
- (c) In the exercise of its rights or obligations of construction, repair and maintenance on the areas affected by easements (A), (E) and (F), the owner of the lot benefited must:
  - (1) ensure all work is done properly;
  - (2) cause as little inconvenience as is practicable to the owner and any occupier of the areas affected by easements (A), (E) and (F);
  - (3) cause as little damage as is practicable to the areas affected by easements (A), (E) and (F) and any improvement on them;
  - (4) restore the areas affected by easements (A), (E) and (F) as nearly as is practicable to their former condition; and
  - (5) make good any collateral damage.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 4 of 6 sheets

Plan: **DP 268577**

Plan of subdivision covered by Council  
Certificate No. 4/98 OF 6-2-1998

**2. Terms of easement secondly referred to in the plan:**

- (a) Full, free and unimpeded right for each person who is at anytime entitled to an estate or interest in possession in the lot benefited or any part of it with which the right is capable of enjoyment and all persons authorised by him from time to time and at all times to drain water whether rain, storm, spring, soakage or seepage/water across and through the area affected by easement (B) together with the right to use for the purpose of the easement any line of pipes already laid within the area affected by easement (B) for the purpose of draining water or any pipe or pipes in replacement or substitution for that line of pipes and, where no such line of pipes exist, to lay, place and maintain a line of pipes of sufficient internal diameter within the area affected by easement (B), together with the right for the proprietor for the lot benefited and all persons authorised by him with any material, tools, implements, plant or equipment necessary for the purpose to enter on the area affected by easements (B) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such line of pipes or any part of it and for any of those purposes to open the soil of the area affected by easement (B) to such extent as may be necessary.
- (b) As a condition of the easement referred to in (a) the proprietor of the lot benefited must maintain and keep the area affected by easement (A) and any existing line of pipes in within the area affected by easement (A) in good repair and be responsible for the costs thereof.
- (c) In the exercise of its rights or obligations of construction, repair and maintenance on the areas affected by easements (A) and (B), the owner of the lot benefited must:
  - (1) ensure all work is done properly;
  - (2) cause as little inconvenience as is practicable to the owner and any occupier of the areas affected by easements (A) and (B);
  - (3) cause as little damage as is practicable to the areas affected by easements (A) and (B) and any improvement on them;
  - (4) restore the areas affected by easements (A) and (B) as nearly as is practicable to their former condition; and
  - (5) make good any collateral damage.

**3. Terms of easement thirdly referred to in the plan:**

- (a) Full, free and unimpeded right for each person who is at anytime entitled to an estate or interest in possession in the lot benefited or any part of it with which the right is capable of enjoyment and all persons authorised by him from time to time and at all times to:
  - (1) use the area affected by easement (C) to provide services to or from each lot benefited; and
  - (2) doing anything reasonably necessary for that purpose, including entering the area affected by easement (C), taking anything on to the lot burdened and carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 5 of 6 sheets

Plan:

**DP 268577**

Plan of subdivision covered by Council  
Certificate No. 4/98 OF 6-2-1998

- (b) In exercising rights to carry out work on the area affected by easement (C), the owner of the lot benefited must:
- (1) ensure all work is done properly;
  - (2) cause as little inconvenience as is practicable to the owner and any occupier of the area affected by easement (C);
  - (3) cause as little damage as is practicable to the area affected by easement (C) and any improvement on it;
  - (4) restore the area affected by easement (C) as nearly as is practicable to its former condition; and
  - (5) make good any collateral damage.
- (c) For the purposes of this easement, "services" includes supply of water, gas, electricity, telephone and television, the discharge of sewage, sullage and other fluid wastes, and any other services from time to time supplied through the area affected by easement (C) for supply to persons including the proprietor of the lot benefited.

**4. Terms of easement fourthly and seventhly referred to in the plan:**

In consideration of the proprietor of the lot benefited agreeing to contribute 50% of the costs of maintaining and keeping the area affected by easement (G) in good repair, the proprietor of the lot burdened irrevocably grants full and free right for every person who is at any time entitled to an estate or interest in possession in a lot benefited or any part of it with which the right is capable of enjoyment, and all persons authorised by him, to go, pass and repass across and over the area affected by easements (D) and (G) at all times and for all lawful purposes with or without vehicles to and from a lot benefited or any part of it.

THE COMMON SEAL of  
COMMUNITY ASSOCIATION DP 270113  
was affixed in the presence of:

*Lynne Jones*  
Payce Properties Pty Ltd.  
*Brian Bond*  
Payce Properties Pty Ltd.



THE COMMON SEAL of  
PAYCE PROPERTIES PTY LIMITED  
was affixed in the presence of:

*Dave Hugh Macintosh*  
Payce Properties Pty Ltd.  
*Dave Hugh Macintosh*  
Director



*F. C. S. Smith*  
Secretary

FREDERICK CHARLES SAMUEL SMITH

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 6 of 6 sheets

Plan:

**DP 268577**

Plan of subdivision covered by Council

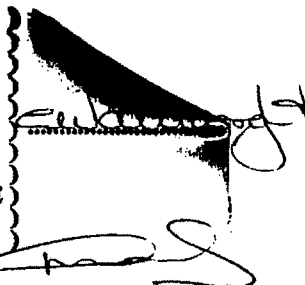
Certificate No. 4/98 OF 6-2-1998

**SUNCORP-METWAY Ltd. A.C.N.  
010 831 722 BY ITS ATTORNEY**

**CHRISTINE WAINWRIGHT**

WHO CERTIFIES THAT THEY ARE A  
LEVEL II ATTORNEY PURSUANT  
TO POWER OF ATTORNEY BOOK  
3859 NO. 372 OF WHICH THEY HAVE  
RECEIVED NO NOTICE OF  
REVOCATION

SIGNED IN MY PRESENCE BY  
THE SAID ATTORNEY WHO IS  
PERSONALLY KNOWN TO ME

  
WITNESS

**REGISTERED**



**2-3-1998**

# REQUEST

3789549 Q



Form: 97-11R  
Licence: 026CN/0536/96

Instructions for filling out this form are available from the Land Titles Office

New South Wales  
Real Property Act 1900

(A) **STAMP DUTY**  
If applicable.

Office of State Revenue use only

(B) **TITLE**  
Show no more than 20 titles.

13/270113

Part 7/270113 now  
being 13/270113

(C) **REGISTERED DEALING**  
If applicable.

Not applicable

(D) **LODGED BY**

LTO Box	Name, Address or DX and Telephone	Dealing Code
4 Q	Morgan Lewis alter DX 223 Sydney	

REFERENCE (15 character maximum):

(E) **APPLICANT**

PAYCE PROPERTIES PTY LIMITED ACN 008 644 611

(F) **REQUEST**

See Annexure "A" hereto

\$ 35  
8230645

"A"

**DEPOSITED PLAN:** 270113


THE APPLICANT, being the registered proprietor of lot 13 requests that it be converted to Community Property and that it form part of Lot 1 in DP270113.

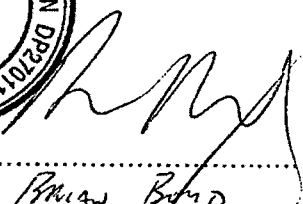
**ASSOCIATION'S RESOLUTION**

The Community Association Deposited Plan Number 270113 certifies that it has, by unanimous resolution, consented to the conversion of lot 13 to Community Property.

The common seal of the Community Association Deposited Plan No. 270113 was affixed hereto on 10 February 1998 in the presence of Lynne Veness and Brian Boyd, the person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.



  
.....  
Lynne Veness  
Active Properties Pty Ltd.

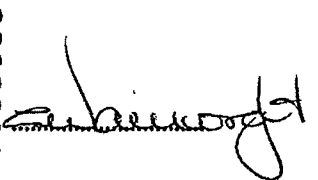
  
.....  
Brian Boyd  
Active Properties Pty Ltd.

### MORTGAGEE CONSENT

Suncorp-Metway Limited as mortgagee of lots 13 DP 270113 consents to the consolidation of lot 13 into community lot 1 DP 270113.

SUNCORP-METWAY Ltd. A.C.N.  
010 831 722 BY ITS ATTORNEY  
**CHRISTINE WAINWRIGHT**

WHO CERTIFIES THAT THEY ARE A  
LEVEL II ATTORNEY PURSUANT  
TO POWER OF ATTORNEY BOOK  
3859 NO. 372 OF WHICH THEY HAVE  
RECEIVED NO NOTICE OF  
REVOCATION  
SIGNED IN MY PRESENCE BY  
THE SAID ATTORNEY WHO IS  
PERSONALLY KNOWN TO ME

  
.....  
WITNESS

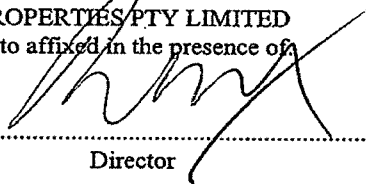
(G) **STANDARD EXECUTION**

Certified correct for the purposes of the Real Property Act 1900.

DATE ..... 10 February 1998 .....

Signed in my presence by the Applicant who is personally known to me.

THE COMMON SEAL of  
PAYCE PROPERTIES PTY LIMITED  
was hereunto affixed in the presence of



Director

BRIAN MICHAEL BOYD

Name (please print)



Secretary

FREDERICK CHARLES SAMUEL SMITH

Name (please print)

**EXECUTION INCLUDING STATUTORY DECLARATION**

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at.....  
in the State of ..... on..... 19..... in the presence of

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address and Qualification of Witness

.....  
Signature of Applicant

2

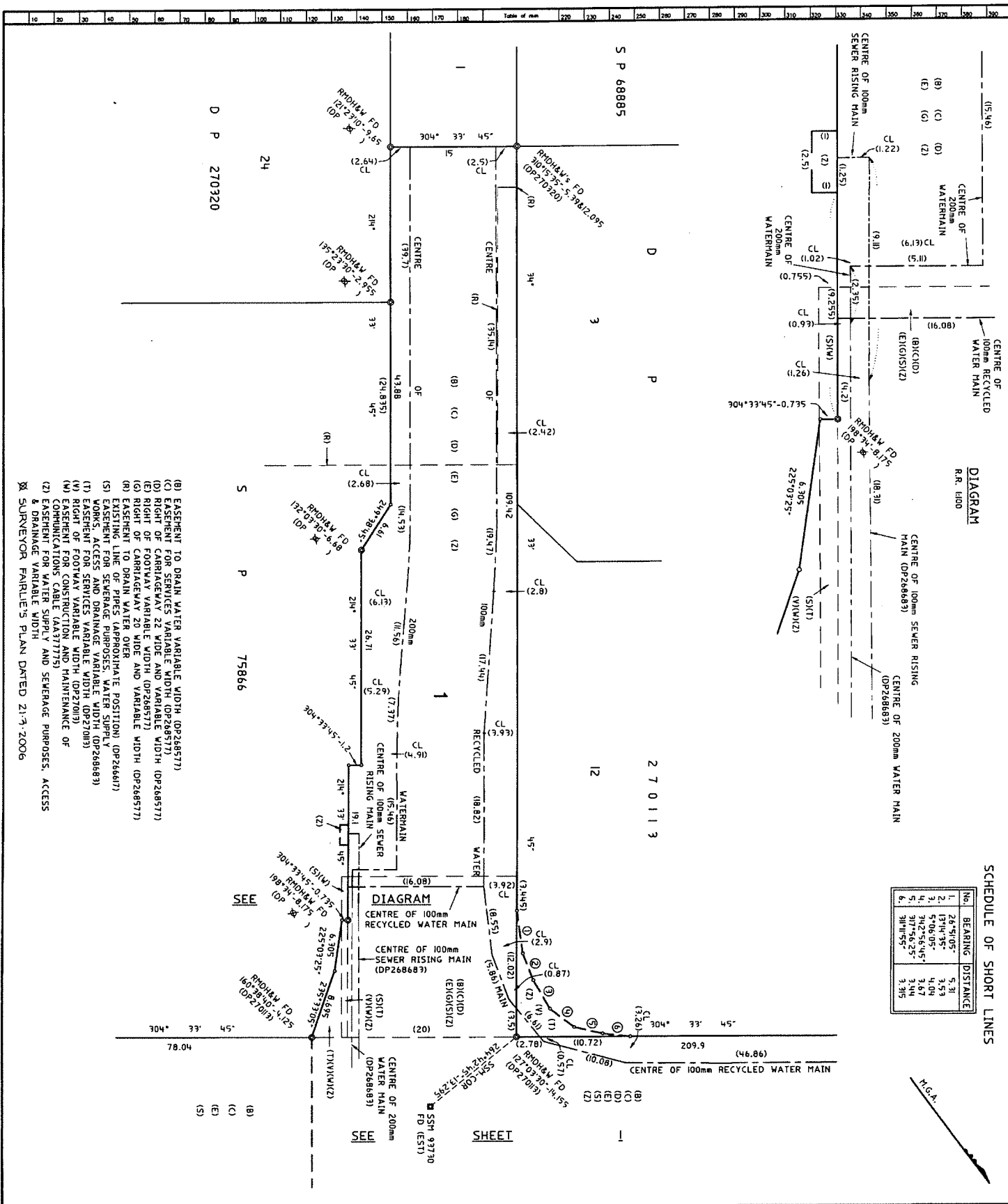
DO NOT USE BOTH SIDES OF THE FORM

## SECOND SCHEDULE AND OTHER DIRECTIONS

[illegible]







SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
1.	26°40'05"	5.31
2.	131°43'57"	3.53
3.	5°06'05"	4.09
4.	312°56'45"	3.67
5.	311°56'25"	3.44
6.	311°18'55"	3.35

PLAN DRAWING ONLY TO APPEAR IN THIS SPACE

Reduction Ratio 1: 300

Registered DP1103120

Registered L-10-2006

This is sheet 2 of 2 of the plan in 2 sheets dated 21-5-2006

Surveyor registered under the Surveyors Act 2002

This is sheet 2 of the plan in 2 sheets dated 21-5-2006

Surveyor registered under the Surveyors Act 2002

Automatic Review/Current Mapping/Current Control

This plan and sheet are subject to modification in any point on this Form 2.

OFFICE USE ONLY

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B and Section 88E of the Conveyancing Act, 1919.**

(Sheet 1 of 9 sheets)

**DP1103120**

Plan of Easements within Lots 1 and 12 in  
DP270113 and CP/SP75866

**Full Name and address of the owner of the land:**

Payce Properties Pty Limited  
Suite 1.01, 8 Baywater Drive  
HOMEBUSH BAY NSW 2127  
ACN 008 644 611

Owners Corporation SP75866  
c/- Bright & Duggan  
37-43 Alexander Street  
CROWS NEST NSW 2065

Community Association D.P. 270113  
c/- Bright & Duggan  
37-43 Alexander Street  
CROWS NEST NSW 2065

**Part 1 (Creation)**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1	Easement for Water Supply and Sewerage Purposes, Access and Drainage variable width (Z)	1 & 12 in DP 270113 and CP/SP75866	Sydney Water Corporation
2	Positive Covenant	1 & 12 in DP 270113 and CP/SP75866	Sydney Water Corporation



**Authorised Person/General Manager/Accredited Certifier**

X:\P\Payc10\041360-subdivision general\Harbourside Community DP270113\Sydney Water easement 4330-50(E).doc

(Sheet 2 of 9 sheets)

Plan:

**DP1103120**

Plan of Easements within Lot 1& 12  
in DP 270113 and CP/SP75866

**Part 2 (Terms)**

**Terms of Easement for Water Supply and Sewerage Purposes, Access and Drainage  
numbered 1 in the plan:**

Without derogating from the rights of *Sydney Water* at law in equity or otherwise, an easement or right to use for access and the construction, maintenance and operation of *sewerage works* and *water supply works* the surface and the subsoil or undersurface of *the said land* WITH full and free right and liberty for *Sydney Water* from time to time and at all times hereafter by its officers, servants, workpersons and agents to construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through *the said land* and upon or at such depths or levels below the surface thereof as *Sydney Water* shall think fit such *sewerage works* and *water supply works* as in its opinion may be required and to use such *sewerage works* and *water supply works* for sewerage and water supply purposes and to take up any such *sewerage works* and *water supply works* and substitute in lieu thereof any new *sewerage works* and *water supply works* AND in respect of the *water supply works*, the right to discharge and drain water, with any associated matter and debris, from the *water supply works* in any quantities across and through the lot herein burdened, together with the right to use, for the purpose of the easement, any line of pipes, drains or other drainage works or systems already laid or constructed within *the said land* for the purposes of draining water or any pipe or pipes and or drains or drainage works or systems in replacement or in substitution therefore AND with the right of support at all times of all such *sewerage works* and *water supply works* as shall for the time being be in or upon *the said land* AND for any of the purposes aforesaid to enter, go, return, pass and repass with or without animals or vehicles or both upon, along and over *the said land* at any hour of the day or night and make and sink excavations shafts and cuttings in and through *the said land* and bring and place thereon and remove therefrom any such plant, machinery, materials, implements, tools, articles and things as *Sydney Water* shall think fit AND generally to exercise and perform in and upon the lot herein burdened any of the rights, powers and authorities conferred on or vested in *Sydney Water* under and by virtue of the provisions of the Water Board (Corporatisation) Act 1994, at law or in equity AND in relation to such easement and rights as are hereinbefore granted to *Sydney Water*, the proprietor DOES HEREBY COVENANT with *Sydney Water* THAT

- (1) *Sydney Water*, its servants, agents and contractors shall be permitted to have full right of access to *the said land* by day or night and where entry is denied or restricted to other persons (including *the proprietor*) by way of locks and other security devices then a suitable means of access acceptable to *Sydney Water* will be made available; and
- (2) *the proprietor* acknowledges that in respect of restoration of *the said land*, *Sydney Water* will be responsible for initially making safe the surface of *the said land* after carrying out any activities thereon or therein and then to make permanent restoration or pay the reasonable cost of restoration to a standard not exceeding that of the relevant local government authority as applied to a public roadway for the type of surface or pavement existing before the activities were carried out; and
- (3) *the proprietor* acknowledges that the granting of permission by *Sydney Water* to *the proprietor* to lay services within *the said land* does not diminish or extinguish in any way whatsoever *Sydney Water's* rights granted to it herein or existing at law or in equity; and

**Authorised Person/General Manager/Accredited Certifier**

(Sheet 3 of 9 sheets)

Plan:

**DP1103120**

Plan of Easements within Lot 1 & 12  
in DP 270113 and CP/SP75866

- (4) *the proprietor acknowledges that Sydney Water will not bear the risk and responsibility nor be liable for any damage or injury to persons or property, (real or personal) resulting from any leak or break in, or escape of substances from the sewerage works or water supply works, unless Sydney Water has been negligent; and*
- (5) *the proprietor acknowledges that Sydney Water will not bear the risk and responsibility nor be liable for damage or interruption to any services laid within the clear working areas; and*
- (6) in respect of the *clear working areas*, the proprietor WILL NOT:
- (a) erect, construct or place upon *the clear working areas* or permit or suffer to be erected, constructed or placed upon *the clear working areas*, any building, structure, retaining wall, fence (with the exception of boundary fences with removable panels which can be readily dismantled), rockery or any type of permanent landscape works; nor
  - (b) place or permit or suffer to be placed any trees or shrubs upon the *clear working areas* except where those trees or shrubs are placed with a minimum spacing of 3 metres along the length of the *sewerage works* and/or *water supply works* and are not placed directly over the *sewerage works* or *water supply works* and do not obscure any hydrant or surface or cause damage to any part of the *sewerage works* or *water supply works*; nor
  - (c) use or permit or suffer *the clear working areas* to be used in any way which would prevent or obstruct *Sydney Water*, its servants or agents from gaining access to the *sewerage works* and *water supply works* at any time; nor
  - (d) cover, fence or obscure or permit or suffer any surface fittings or other structures associated with or identifying *the sewerage works* and *water supply works* to be covered, fenced or obscured at any time; nor
  - (e) without the prior consent and approval in writing of *Sydney Water* first had and obtained or otherwise than in strict compliance with such conditions as *Sydney Water* may impose:-
    - (i) make or permit or suffer to be made any alteration to the existing surface levels of *the clear working areas* by any means whatsoever, nor
    - (ii) park or place upon *the clear working areas* or permit or suffer to be parked or remain thereon any vehicle whatsoever other than vehicles parked or placed thereon temporarily which can be removed when necessary without undue delay; nor
    - (iii) carry out or permit or suffer to be carried out any development and/or other work activity which would affect *the clear working areas* and *Sydney Water's* rights granted to it herein; nor

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(Sheet 4 of 9 sheets)

Plan:

**DP1103120**

Plan of Easements within Lot 1 & 12  
in DP 270113 and CP/SP75866

- (iv) place upon *the clear working areas* or permit or suffer to be placed or remain thereon any timber or other building materials or any article of plant or any stores, filling, rubbish or other material whatsoever; nor
- (v) other than as provided in Clause 2(b) of the terms of *the positive covenant*, lay, or construct any surface pavement other than driveways on *the clear working areas*; nor
- (f) lay or construct or permit or suffer to be laid or constructed *services* for any purpose whatsoever within *the clear working areas*:
  - (i) that would lie over or underneath and parallel to the *sewerage works* or *water supply works*; or
  - (ii) that would cross over and above the *sewerage works* or *water supply works* unless such *services* cross at an angle of not less than forty-five degrees (45°) to the *sewerage works* or *water supply works* with a minimum vertical clearance of 150mm from the *sewerage works* or *water supply works* (except in the case of electrical *services* where the minimum vertical clearance shall be 225mm), and which are suitably marked with bricks or warning tape where they cross the *sewerage works* or *water supply works*, and for a further distance from such crossing of 600mm measured horizontally on either side of the outer circumference of the *sewerage works* or *water supply works* or to the end of such *services*, whichever is the lesser; or
  - (iii) that would cross underneath the *sewerage works* or *water supply works* without the prior written approval of *Sydney Water* first had and obtained or otherwise than in strict compliance with such conditions as *Sydney Water* may impose; or
  - (iv) that would have less than 300mm horizontal clearance on either side of the *sewerage works* or *water supply works* (hereinafter referred to as "minimum clearance") except as otherwise prescribed in paragraphs (ii) and (iii) herein; or
  - (v) that would have less than 600mm horizontal clearance on either side of the *sewerage works* or *water supply works* unless they are laid outside the minimum clearance and are suitable marked with bricks or warning tape,

EXCEPT THAT, paragraphs (iv) and (v) shall not apply to electrical *services*, which *services* shall not be laid within *the clear working areas* that would have less than 1 metre horizontal clearance on either side of the *sewerage works* or *water supply works*,

PROVIDED THAT, notwithstanding paragraphs (i) to (v) herein, no *services* may be laid within *the clear working areas* where the integrity, safety and

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(Sheet 5 of 9 sheets)

Plan:

**DP1103120**

Plan of Easements within Lot 1 & 12  
in DP 270113 and CP/SP75866

security of the *sewerage works* and *water supply works* is or is likely to be affected.

AND it is hereby acknowledged and agreed between *the proprietor* and *Sydney Water* that where there is any inconsistency between the terms of this easement and the provisions of *the management statement* the terms of this easement shall prevail.

In this easement:

- (a) "*Sydney Water*" means Sydney Water Corporation Limited ACN 063 279 649 its successors and permitted assigns
- (b) "*sewerage works*" means sewer mains, sewer submains, reticulating sewers, pipes, ventilating shafts and other sewerage works with appurtenances and fittings thereto.
- (c) "*water supply works*" means water pipelines, watermains, distributary, reticulating and other water supply works with fittings and appurtenances thereto.
- (d) "*the said land*" means the site of the easement hereby created.
- (e) "*the proprietor*", in relation to each Lot herein burdened, means the registered proprietor from time to time of the lot herein burdened and is a natural person or persons, their executors, administrators and permitted assigns, and if a corporation its successors and permitted assigns.
- (f) where the proprietor consists of two or more persons, the provisions of this document shall bind them and any two or greater number of them jointly and each of them severally and shall also bind the executors, administrators, successors and permitted assigns of them and every two or greater number of them jointly and severally.
- (g) "*services*" means any privately owned drains, pipes, conduits, cables, wires and the like.
- (h) "*the clear working areas*" means those parts of *the said land* which comprise the area extending horizontally for a distance of 1.25 metres on either side of the centreline of the *sewerage works* and the area extending horizontally for a distance of 1.50 metres on either side of the centreline of the *water supply works* where the centrelines are shown on the abovementioned plan.
- (i) "*the positive covenant*" means the positive covenant herein numbered 2 in the abovementioned plan.
- (j) "*the management statement*" means the community management statement lodged with Deposited Plan 270113.
- (k) words importing the singular number shall include the plural and vice versa, words importing a person or persons shall include a Company or Companies and vice versa and each gender shall include every other gender.

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8

(Sheet 6 of 9 sheets)

Plan:

**DP1103120**

Plan of Easements within Lot 1& 12  
in DP 270113 and CP/SP75866

**Terms of Positive Covenant numbered 2 in the plan:**

With respect to the rights in favour of *Sydney Water* as set out in the terms of the *easement* and to the *sewerage works* and *water supply works* located in the *easement*, the proprietor DOES HEREBY COVENANT with *Sydney Water* pursuant to Section 88E of the Conveyancing Act, 1919, as amended, that the proprietor WILL:

1. Where the lot burdened is also burdened by the *easement* and *Sydney Water* has granted approval pursuant to Clause (6)(e) of the *easement*:
  - (a) bear all risk of and responsibility for any damage to the *sewerage works* and *water supply works* resulting or arising from anything done pursuant to, or in breach of, that approval; and
  - (b) bear all risk of and responsibility for any damage, however caused, to any property (real or personal) located within the *clear working areas* notwithstanding that prior approval has been given by *Sydney Water* pursuant to Clause (6)(e) of the *easement*: and
2. Jointly with the registered proprietors of each of the other lots burdened by this covenant and severally provide in accordance with *Sydney Water's* reasonable requirements, and maintain in strict compliance with such conditions as *Sydney Water* may impose:-
  - (a) a drainage system, within all or any of the lots burdened by this covenant, suitable for the receipt and conveyance of water (with any associated matter and debris) discharged from the *water supply works* during the course of and as a result of maintenance, operation, cleaning, inspection or any other purpose or in the event of the escape of any substances from the *water supply works*; and
  - (b) a vehicular access way consisting of an all-weather pavement suitable for use by *Sydney Water's* vehicles, such accessway to be constructed adjacent to the *sewerage works* and *water supply works* along the full length of the *easement* but not over the *sewerage works* and *water supply works* unless otherwise approved in writing by *Sydney Water*.

PROVIDED THAT in the absence of any negligence on *Sydney Water's* part, *Sydney Water* will at no time bear the risk of or responsibility for and the proprietor will not make any claim or demand nor bring any suit, action or proceeding against *Sydney Water* in respect of the construction, maintenance, repair, replacement or use of the drainage system or vehicular access way.

3. Where the lot burdened is also burdened by the *easement*, at all times bear all risk of and responsibility in connection with damage to any building, structure, retaining wall, fence, rockery or permanent landscape works for the time being in existence upon the *easement* without the approval of *Sydney Water* where such approval would normally be required; and
4. At all times, in the absence of any negligence solely on *Sydney Water's* part, bear

**Authorised Person/General Manager/Accredited Certifier**



(Sheet 7 of 9 sheets)

Plan:

**DP1103120**

Plan of Easements within Lot 1& 12  
in DP 270113 and CP/SP75866

the risk of and responsibility for any damage whatsoever to the *sewerage works* and *water supply works* caused or contributed to by *the proprietor*, his agents, contractors, employees or invitees; and

5. Give *Sydney Water* at least forty eight (48) hours written notice of an intention to commence construction and to lay *services* within the *clear working areas* together with detailed plans indicating the size and exact location of depth of such *services* AND *the proprietor* will provide and maintain at all times suitable permanent all-weather markers which clearly identify the location, type and depth of all underground *services*.

AND it is hereby acknowledged and agreed between *the proprietor* and *Sydney Water* that where there is any inconsistency between the terms of this positive covenant and the provisions of *the management statement*, the terms of this positive covenant shall prevail.

In this positive covenant:

- (a) "*Sydney Water*" means Sydney Water Corporation Limited ACN 063 279 649 its successors and permitted assigns
- (b) "*the easement*" means any "Easement for Sewerage Purposes, Water Supply Works, Access and Drainage" created from time to time in favour of *Sydney Water* affecting the lot herein burdened.
- (c) "*sewerage works*" means sewer mains, sewer submains, reticulating sewers, pipes, ventilating shafts and other sewerage works with appurtenances and fittings thereto.
- (d) "*water supply works*" means water pipelines, watermains, distributary, reticulating and other water supply works appurtenances and fittings thereto.
- (e) "*the proprietor*", in relation to each Lot herein burdened, means the registered proprietor from time to time of the lot herein burdened and if a natural person or persons, their executors, administrators and permitted assigns, and if a corporation its successors and permitted assigns.
- (f) where the proprietor consists of two or more persons, the provisions of this document shall bind them and any two or greater number of them jointly and each of them severally and shall also bind the executors, administrators, successors and permitted assigns of them and every two or greater number of them jointly and severally.
- (g) "*the clear working areas*" means 'the clear working areas' defined in *the easement*
- (h) "*services*" means any privately owned drains, pipes, conduits, cables, wires or the like.
- (i) "*the management statement*" means the community management statement lodged with Deposited Plan 270113.
- (j) words importing the singular number shall include the plural and vice versa, words

Authorised Person/General Manager/Accredited Certifier



(Sheet 8 of 9 sheets)

Plan:

**DP1103120**

Plan of Easements within Lot 1 & 12  
in DP 270113 and CP/SP75866

importing a person or persons shall include a Company or Companies and vice versa and  
each gender shall include every other gender.

**Name of person or authority empowered to release, vary or modify the Easement  
numbered 1 and the Positive Covenant numbered 2 in the plan:**

Sydney Water Corporation

**EXECUTED by PAYCE PROPERTIES PTY  
LIMITED** in accordance with  
section 127(1) of the Corporations Act 2001  
(Cwlt) by the authority of its directors:

Secretary\*

Signature of Director

Secretary\* **STEPHEN WAINWRIGHT**

Name of Director (block letters)

**SECRETARY**

Signature of Director/Company

**BRIAN BOYD**  
Name of Director/Company

(block letters)

\*delete whichever is not applicable

The Common Seal of the **COMMUNITY  
ASSOCIATION DP 270113** was hereby  
affixed on  
in the presence of  
being the person(s) authorised by section  
8 of the Community Land Management  
Act 1989 to attest the affixing of the seal

Signature



**Authorised Person/General Manager/Accredited Certifier**

(Sheet 9 of 9 sheets)

Plan:

**DP1103120**

Plan of Easements within Lot 1 & 12  
in DP 270113 and CP/SP75866

The common seal of The Owners- Strata Plan  
75866 was affixed hereto in the presence of a  
person authorised by Section 238 of the Strata  
Scheme Management Act 1996 to attest the  
fixing of the seal.



Signature

Name of  
14-08-06  
Date:

signatory: TREVOE BRIGHT



Signed for Sydney Water Corporation  
by its attorneys

ROSS ROLAND WYNN

JEFFREY FRANCIS COLENSO

who hereby state at the time of executing  
this instrument have no notice of the  
revocation of the Power of Attorney  
Registered No. 323 Book 4465  
Under the Authority of which this instrument  
has been executed

Attorney

Attorney

Signature of Witness

MARTIN BRAMBLE.

Name of Witness

of SYDNEY WATER  
Address of Witness

EXECUTED BY BOS INTERNATIONAL (AUSTRALIA) LTD  
ABN 23 066 601 250 BY ITS ATTORNEY, WHO HAS NO  
NOTICE OF REVOCATION OF SUCH POWER OF ATTORNEY  
IN THE PRESENCE OF:

WARWICK JAMES TINGHE  
WITNESS

MICHAEL DAVIDSON  
ATTORNEY  
BOOK 4467 NO 58  
DATED 11/10/05

REGISTERED



4-10-2006

Authorised Person/General Manager/Accredited Certifier

SIGNATURE AND SEALS ONLY.

InfoTrack

The common seal of community association DP 270113 was here affixed on 07/09/2006 in the presence of Phil Degen being the person(s) authorised by Section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Phil Degen



## Department of Lands Approval

Authorised Officer: In approving this plan, the Officer has considered the proposed plan and is satisfied that it is in accordance with the provisions of the relevant legislation.

Signature

Name

The Minister

Dated

## Subdivision Certificate

I certify that the provisions of a 1994 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.

Signature

Name

The Registrar-General

Date

Consent Authority

Date of Endorsement

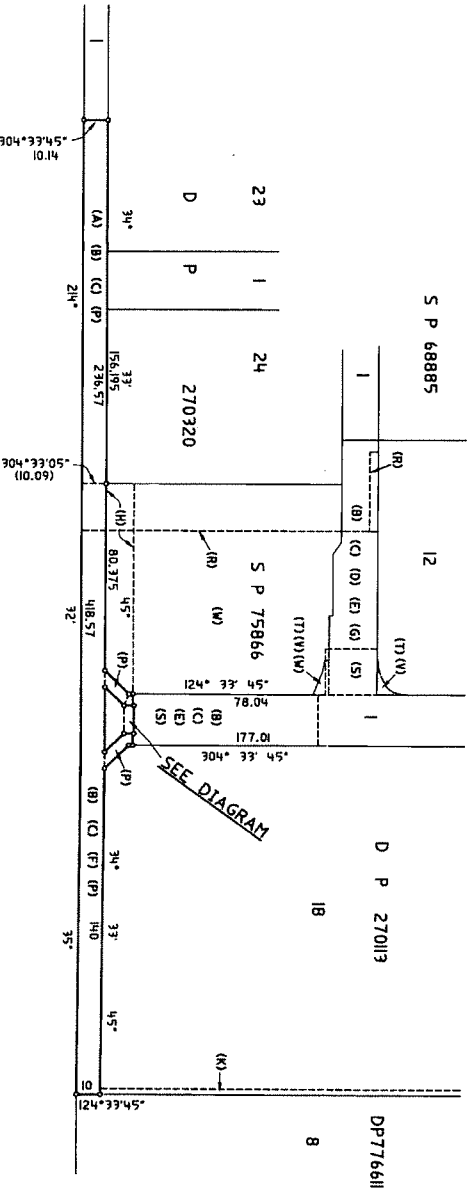
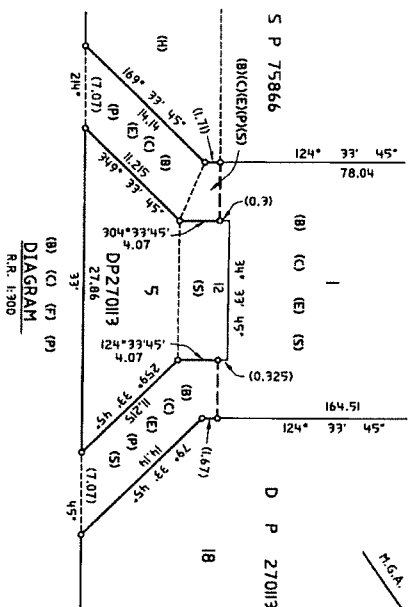
Subdivision Certificate No.

File No.

Dated

SURVEYOR'S REFERENCE 4330-IIT-DP-ESMT-(A) 2006H 71009251

- (A) RIGHT OF FOOTWAY VARIABLE WIDTH (DP268577)  
 (B) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP268577)  
 (C) EASEMENT FOR SERVICES VARIABLE WIDTH (DP268577)  
 (D) RIGHT OF CARRIAGEWAY 22 WIDE AND VARIABLE WIDTH (DP268577)  
 (E) RIGHT OF FOOTWAY VARIABLE WIDTH (DP268577)  
 (F) RIGHT OF FOOTWAY VARIABLE WIDTH (DP268577)  
 (G) RIGHT OF CARRIAGEWAY 20 WIDE AND VARIABLE WIDTH (DP268577)  
 (H) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (DP270113)  
 (I) EASEMENT TO DRAIN WATER 2.5 WIDE (DP270113)  
 (J) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH  
 (K) EASEMENT TO DRAIN WATER OVER EXISTING  
 LINE OF PIPES (APPROXIMATE POSITION) (DP268617)  
 (L) EASEMENT FOR SEWERAGE PURPOSES, WATER SUPPLY  
 WORKS, ACCESS AND DRAINAGE VARIABLE WIDTH (DP268617)  
 (M) EASEMENT FOR SERVICES VARIABLE WIDTH (DP270113)  
 (N) RIGHT OF FOOTWAY VARIABLE WIDTH (DP270113)  
 (O) EASEMENT FOR CONSTRUCTION AND MAINTENANCE  
 OF COMMUNICATIONS CABLE (AA377775)



DP1103309

Registered 14-10-2006

C.A.

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: U0052-63 #

Last Plan: DP 270113

PLAN OF EASEMENT WITHIN LOT 1 IN DP 270113.

Length on a metric. Nearest Date: 15/00

L.O.A. AUBURN

Suburb/Land: HOMEBUSH BAY

Parish: ST. JOHN

County: CUMBERLAND

This is sheet 1 of my plan in accordance with the provisions of the Survey Regulation, 2001.

SHAWN MAURICE LESCHER

ROGER BOXALL SURVEYORS PTY LTD

10 BOX 519, SUTHERLAND NSW

The survey was conducted in accordance with the Survey Regulation, 2001 and the provisions of the Survey Act, 1981.

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**Instrument setting out terms of easements and restrictions on the use of  
land intended to be created pursuant to section 88b of the  
Conveyancing Act, 1919**

(Sheet 1 of 4 sheets)

**DP1103309**

Plan of easements within in lot 1 DP  
270113

Name and address of the owner of  
the land:

Community Association DP 270113  
C/- Bright & Duggan  
37-43 Alexander Street  
Crows Nest NSW 2065

**PART 1 (Creation)**

Number of item shown in the Intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	<del>Positive covenant for right of</del> public access variable width designated (P) on plan	1/270113	Auburn Council

**PART 2 (Terms)**

1. <sup>Right</sup> ~~Terms of positive covenant~~ firstly referred to in the abovementioned plan:
- 1.1 The grantor will not construct any building wall closer than 20 metres from the eastern outer edge of the top of the seawall used to protect 1/270113 from the tides in Homebush Bay ("20 metre zone"). The landward or western extent of the 20-metre zone coincides with the right of public access within the lots burdened as shown on the plan as (P) ("easement site").
- 1.2 The grantor grants to the grantee, including (without limitation) the members of the public, the full and free right to go, pass and repass over the easement site on the terms set out in this easement.
- 1.3 The rights granted under this easement:
- (a) are subject to the right of the grantor and other persons lawfully entitled to use the lots burdened from time to time, to continue to use the easement site in any manner whatsoever that does not prevent the exercise of the rights and the public access granted under this easement;
- (b) are for the grantee and the public to utilise the easement site on a non-exclusive basis,

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 2 of 4 sheets)

**DP1103309**

Plan of easements within lot 1 DP  
270113

- 
- (c) may be exercised on foot or using wheelchairs or disabled access aids or by vehicles less than 2 tonnes in weight or otherwise only with the consent of the responsible person.
  - (d) may be exercised with or without animals;
  - (e) may be exercised for recreational purposes only; and
  - (f) are subject to possible temporary restrictions imposed by the grantor for reasons of maintenance, public security or safety or any restrictions imposed by a government agency for any reason.

1.4 The grantor and the grantee agree that;

- (a) the easement site (other than such parts as the consent authority agrees are reasonable to exempt from the easement site) is available for dedication or transfer to a public authority to create public open space (classified as community land categorised as a park under Chapter 6 Part 2 of the Local Government Act 1993) for a term no less than the life of the community scheme at any time in the future as determined by that public authority and at no cost to the public authority; and
- (b) the dedication or transfer of the easement site will occur at the discretion of the consent authority at the same time and in accordance with the terms of the agreement for dedication set out in the public positive covenant registered with DP270320.

**2. Interpretation**

2.1 In this easement:

**"community scheme"** means the community scheme created by DP 270113.

**"consent authority"** means the Auburn Council or the relevant consent authority at the time;

**"grantee"** means the consent authority at the time that any request for consent to release, vary or modify this easement is made;

**"grantor"** means the grantor and the grantor's successors in title as the registered proprietors for the time being of the lot burdened;

**"responsible person"** has the same meaning as in the community management statement for the community scheme 270113;

2.2 In this easement, unless the contrary intention appears:

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 3 of 4 sheets)

**DP1103309**

Plan of easements within lot 1 DP  
270113

- (a) the singular includes the plural and vice versa;
- (b) a reference to a thing or to land includes each part of that thing or land;
- (c) a reference to a person includes a reference to that person's executors, administrators, successors and assigns; and
- (d) an obligation, representation or warranty:
  - (1) in favour of two or more persons is for their benefit jointly and severally;  
and
  - (2) by two or more persons binds them jointly and each of them severally.

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below signed by the authorised persons whose signatures appear below pursuant to the authority specified.

**EXECUTED AS A DEED.**

The Common Seal of the **COMMUNITY** )  
**ASSOCIATION DP 270113** was hereby )  
affixed on **14-08-06** )  
in the presence of **TRAVIS BLIGHT** )  
being the person(s) authorised by section )  
8 of the Community Land Management )  
Act 1989 to attest the affixing of the seal )

Signature



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 4 of 4 sheets)

**DP1103309**

Plan of easements within lot 1 DP  
270113

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**EXECUTION BY AUBURN COUNCIL**



GLENN FRANCIS  
MANAGER DEVELOPMENT ASSESSMENT.





Form: 01TG  
Release: 2.0  
[www.lands.nsw.gov.au](http://www.lands.nsw.gov.au)

**TRANSFER  
GRANTING EASEN**  
New South Wales



Real Property Act 1900

**AC586616J**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the use of the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

<b>Servient Tenement</b> 1/270113	<b>Dominant Tenement</b> An Easement in gross pursuant to s88A of the Conveyancing Act 1919
--------------------------------------	--

(B) **LODGED BY**

<b>Delivery Box</b> <b>124E</b>	<b>Name, Address or DX and Telephone</b> LEGALINK PTY LTD LEVEL 8, 170 PHILLIP STREET SYDNEY NSW 2000 Ph: 9230 6900 <b>MORL:82324</b>	<b>CODE</b> <b>TG</b>
------------------------------------	--	--------------------------

(C) **TRANSFEROR**

<b>COMMUNITY ASSOCIATION DP 270113</b> ABN:
--

(D) The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

AN EASEMENT FOR ELECTRICITY PURPOSES MORE PARTICULARLY DESCRIBED IN ANNEXURE "A"
--

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFeree**

<b>ENERGYAUSTRALIA</b> ABN: 67 505 337 385
---

**DATE**

(H) Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.  
Corporation: **COMMUNITY ASSOCIATION DP 270113**  
Authority: **Section 8 Community Land Management Act 1988**



Signature of authorised person:

Signature of authorised person:

Name of authorised person: **TREVOR BRIGHT**  
Office held: **MANAGING AGENT**

Name of authorised person:  
Office held:

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness: *Lisa Anderson*

Signature of attorney: *Grant Kenneth Argene-Smith*

Name of witness: **LISA ANDERSON**  
Address of witness: **570 George Street  
SYDNEY NSW 2000**

Attorney's name: **GRANT KENNETH ARGENE-SMITH**  
Signing on behalf of: **EnergyAustralia**  
Power of attorney-Book: **4476**  
-No.: **983**

**THIS IS ANNEXURE "A" REFERRED TO IN THE TRANSFER GRANTING EASEMENT  
MADE THE DAY OF 2006 BETWEEN  
COMMUNITY ASSOCIATION DP270113 AS TRANSFEROR AND  
ENERGYAUSTRALIA AS TRANSFEREE**

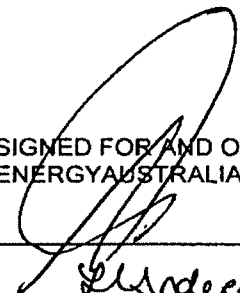
AN EASEMENT FOR ELECTRICITY PURPOSES affecting that part of the servient tenement shown as "PROPOSED EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE, 1.5 WIDE AND 2.5 WIDE" on Deposited Plan 1094524 (hereinafter referred to as the said land) on the following terms:

1. FULL RIGHT LEAVE LIBERTY AND LICENCE for EnergyAustralia its agents servants and workmen to lay down erect construct and place repair renew inspect maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto under the said land AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining under the said land and the said electric mains when constructed TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables and other apparatus in the said land or any part thereof.
2. AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
3. AND PROVIDED THAT except where EnergyAustralia its agents, servants and workmen in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.
4. AND the Transferor hereby for itself and the other owner or owners from time to time of the said land covenant with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said cables and other apparatus or interfere with the free flow of electric current under the said land AND that if any such damage or injury be done or interference be made the said Transferor will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.

SIGNED FOR AND ON BEHALF OF  
COMMUNITY ASSOCIATION DP270113


  
TREVOR BRIGHT

SIGNED FOR AND ON BEHALF OF  
ENERGYAUSTRALIA


  
Elinder

5. AND for the consideration aforesaid EnergyAustralia doth hereby covenant with the Transferor its successors and assigns that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the Transferor or to any person or persons in consequence of any breach or non-observance of this covenant.
6. AND FURTHER the Transferor for itself and the other owner or owners from time to time of the said land covenant with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.
7. AND FURTHER in exercising the powers under this easement, EnergyAustralia must:
  - (a) ensure all work is done properly; and
  - (b) cause as little inconvenience as is practicable to the Transferor and any occupier of the servient tenement; and
  - (c) cause as little damage as is practicable to the said land and any improvements on it; and
  - (d) restore the said land as nearly as is practicable to its former condition; and
  - (e) make good any collateral damage.

SIGNED FOR AND ON BEHALF OF  
COMMUNITY ASSOCIATION DP270113

  
TREVOR BRIGHT

SIGNED FOR AND ON BEHALF OF  
ENERGYAUSTRALIA

  
L. Under

**Approved Form 21**

**COMMUNITY LAND DEVELOPMENT ACT 1989**

**CERTIFICATE OF COMMUNITY ASSOCIATION**

~~\*Community/~~~~\*Precinct/~~~~\*Neighbourhood~~ Association DP No270113 certifies that it  
has, by unanimous resolution, consented to the  
~~\*conversion/~~~~\*dedication/~~Lease/Transfer Granting Easement/  
~~\*severance/~~~~\*plan/~~~~\*transfer/~~ of Lot 1 DP270113

The common seal of Community  
Association DP 270113 was hereto  
affixed on 09/08/06 in the  
presence of TREVOR BRIGHT  
and \_\_\_\_\_  
being the person(s) authorised by  
section 8 of the Community Land  
Management Act 1989 to attest the  
affixing of the seal



TREVOR BRIGHT  
\_\_\_\_\_

*\*strike out whichever is inapplicable*



**Instrument setting out terms of easements and restrictions on the use of  
 land intended to be created pursuant to section 88b of the  
 Conveyancing Act, 1919**

Lengths are in metres

(Sheet 1 of 4 sheets)

**DP1104526**

Plan of easements in lot 1 in deposited  
 plan 270113

Name and address of the owner of  
 the land:

Community Association  
 DP 270113  
 c/- Bright and Duggan  
 37-43 Alexander Street  
 CROWS NEST NSW 2065

**PART 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for electricity purposes 3.3 wide (A)	1/ 270113	EnergyAustralia
2	Right of carriageway variable width (AA)	1/ 270113	EnergyAustralia

**PART 2**

**1 Terms of Easement for electricity purposes firstly referred to in the Plan:**

1. Full right leave liberty and licence for EnergyAustralia its agents servants and workmen over that part of the lot burdened (herein referred to as the easement) to:
  - 1.1 erect construct and place repair renew inspect maintain and remove electricity substation premises; and
  - 1.2 lay down erect construct and place repair renew inspect maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through under and over the easement; and also

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 4 sheets)

**DP1104526**

Plan of easements in lot 1 in deposited  
plan 270113

- 1.3 the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the easement and the said electricity substation and electric mains when constructed.
2. TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the easement or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the easement or any part thereof.
3. AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the easement.
4. PROVIDED THAT EnergyAustralia shall not permit or suffer any person other than its officers servants agents and workmen aforesaid or any other person authorised by them or any of them to enter in or upon the easement.
5. AND PROVIDED FURTHER that except where EnergyAustralia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the easement EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the easement.
6. AND the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under and over the easement AND that if any such damage or injury be done or interference be made the said registered proprietor of the lot burdened will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
7. AND EnergyAustralia hereby covenants with the registered proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the registered proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 4 sheets)

**plan:**

Plan of easements in lot 1 in deposited  
plan 270113

**DP1104526**

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8. AND FURTHER the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the easement nor will it without the like consent erect or permit to be erected any structure on above or below the easement.

**2. Terms of right of carriageway secondly referred to in the Plan**

1. Right of Carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 (as amended) together with the right to park vehicles upon the right of carriageway.

**Name of Authority Empowered to Release, Vary or Modify Easements Firstly and Secondly Referred to in the Plan.**

EnergyAustralia



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**  
Lengths are in metres (Sheet 4 of 4 sheets)

**DP1104526**

Plan of easements in lot 1 in deposited  
plan 270113

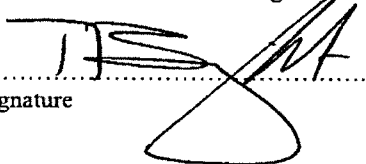
**SIGNED SEALED AND DELIVERED** )  
for and on behalf of **ENERGYAUSTRALIA** )  
**G. RANT. KENNETH. GREENE. SMITH.** )  
its duly constituted Attorney pursuant to )  
Power of Attorney registered Book 4476 )  
No. 983 )

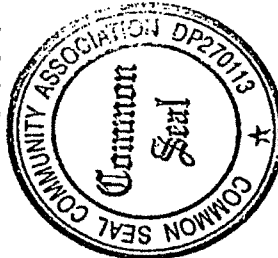


Witness

  
Attorney

The Common Seal of the **COMMUNITY** )  
**ASSOCIATION DP 270113** was hereby )  
affixed on **09/08/06** )  
in the presence of **TREVOR BRIGHT** )  
being the person(s) authorised by section )  
8 of the Community Land Management )  
Act 1989 to attest the affixing of the seal )

  
Signature



**REGISTERED**



**18 4.12.2006**

SIGNATURE AND SEALS ONLY:

InfoTrack

The Common Seal of the Community of Torrens is hereby placed on this plan in accordance with the provisions of the Torrens Act 1970.

TERRY BRIGHT



Department of Lands Approval

Authorised Officer: \_\_\_\_\_

Date of necessary approvals in regard to the location of the land shown herein have been given.

Specified: \_\_\_\_\_

As to: \_\_\_\_\_

For: \_\_\_\_\_

Other: \_\_\_\_\_

## Subdivision Certificate

I certify that the provisions of s. 10(1) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.

Authorised Officer: \_\_\_\_\_

Date of Endorsement: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Subdivision Certificate No.: \_\_\_\_\_

Endorsement of this plan by the Registrar-General is required.

Consent Authority: \_\_\_\_\_

Date of Endorsement: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Subdivision Certificate No.: \_\_\_\_\_

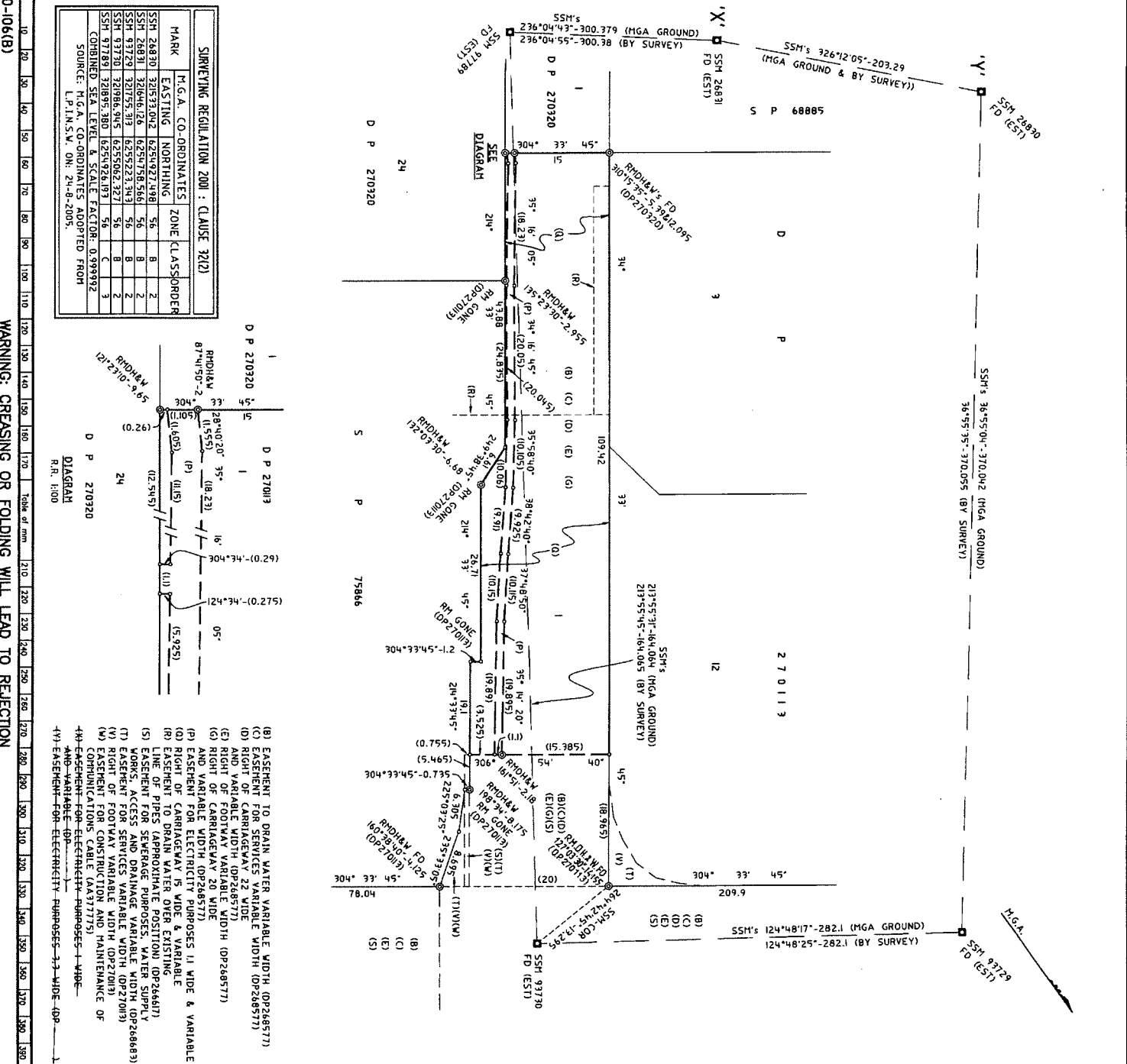
The No.: \_\_\_\_\_

Other matters to be included:

SURETYOR'S REFERENCE 4330-106(B)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

PLAN AMENDED BY A.X. MILLER 6-3-07



Sheet 2 of 2 Sheets

DP1108974

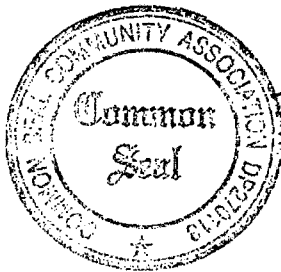
Approved Form 21

Community Land Development Act 1989

**CERTIFICATE OF COMMUNITY ASSOCIATION**

Community Association DP No 270113 certifies that it has, by unanimous resolution, consented to the plan of easements within Lot 1 DP No 270113.

The common seal of Community Association DP No 270113 was hereto affixed on 09/08/06 in the presence of TREVOR BRIGHT being the person(s) authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.



*TREVOR BRIGHT*



**Instrument setting out terms of easements and restrictions on the use of  
land intended to be created pursuant to section 88b of the  
Conveyancing Act, 1919**

Lengths are in metres

(Sheet 1 of 4 sheets)

**DP1108974**

Plan of easements in lot 1 in deposited  
plan 270113

Name and address of the owner of  
the land:

Community Association  
DP 270113  
c/- Bright and Duggan  
37-43 Alexander Street  
CROWS NEST NSW 2065

**PART 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for electricity purposes 1.1 wide and variable (P)	+ 1/270113	EnergyAustralia
2	Right of carriageway 15 wide and variable (Q)	+ 1/270113	EnergyAustralia

**PART 2**

**1 Terms of Easement for electricity purposes firstly referred to in the Plan:**

1. Full right leave liberty and licence for EnergyAustralia its agents servants and workmen over that part of the lot burdened (herein referred to as the easement) to:
  - 1.1 lay down erect construct and place repair renew inspect maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through under and over the easement; and also

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**  
Lengths are in metres (Sheet 2 of 4 sheets)

**DP1108974**

Plan of easements in lot 1 in deposited  
plan 270113

- 1.2 the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the easement and the said electric mains when constructed.
2. TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the easement or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the easement or any part thereof.
3. AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the easement.
4. PROVIDED THAT EnergyAustralia shall not permit or suffer any person other than its officers servants agents and workmen aforesaid or any other person authorised by them or any of them to enter in or upon the easement.
5. AND PROVIDED FURTHER that except where EnergyAustralia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the easement EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the easement.
6. AND the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said cables and other apparatus or interfere with the free flow of electric current through under and over the easement AND that if any such damage or injury be done or interference be made the said registered proprietor of the lot burdened will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
7. AND EnergyAustralia hereby covenants with the registered proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the registered proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 4 sheets)

**DP1108974**

Plan of easements in lot 1 in deposited  
plan 270113

8. AND FURTHER the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the easement nor will it without the like consent erect or permit to be erected any structure on above or below the easement.

9. ~~AND FURTHER in exercising the powers under this easement, EnergyAustralia must:~~

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- ~~(e) make good any collateral damage.~~

**2. Terms of right of carriageway secondly referred to in the Plan**

Right of Carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 (as amended) together with the right to park vehicles upon the right of carriageway.

**Name of Authority Empowered to Release, Vary or Modify Easements Firstly and Secondly Referred to in the Plan.**

EnergyAustralia

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 4 sheets)

**DP1108974**

Plan of easements in lot 1 in deposited  
plan 270113

SIGNED SEALED AND DELIVERED )  
for and on behalf of ENERGY AUSTRALIA )  
GRANT KENNETH GREENE-SMITH )  
its duly constituted Attorney pursuant to )  
Power of Attorney registered Book 4476 )  
No. 983 )

Attorney

Witness

WARWICK WEEKLEY

570 GEORGE ST, SYDNEY

The Common Seal of the COMMUNITY )  
ASSOCIATION DP 270113 was hereby )  
affixed on 09/08/06 )  
in the presence of TREVOR DRIGHT )  
being the person(s) authorised by section )  
8 of the Community Land Management )  
Act 1989 to attest the affixing of the seal )



Signature

REGISTERED



9-3-2007

InfoTrack

FOR SIGNATURES,  
SEALS AND  
CERTIFICATES SEE  
SIGNATURES FORM

SIGNATURE AND SEALS ONLY.

Req:R949885 /Doc:DP 1111383 P /Rev:16-May-2007 /NSW LRS /Pgs:ALL /Prt:01-Jun-2021 15:56 /Seq:1 of 3  
 © Office of the Registrar-General /Src:INFOTRACK /Ref:2210818

SURVEYOR'S REFERENCE 4330-120-(D)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

**Department of Lands Approval**

I,                     , in approving this plan certify that all necessary approvals in regard to the location of the land shown herein have been given.

Signature:                       
 Date:                       
 For Number:                       
 Other:                     

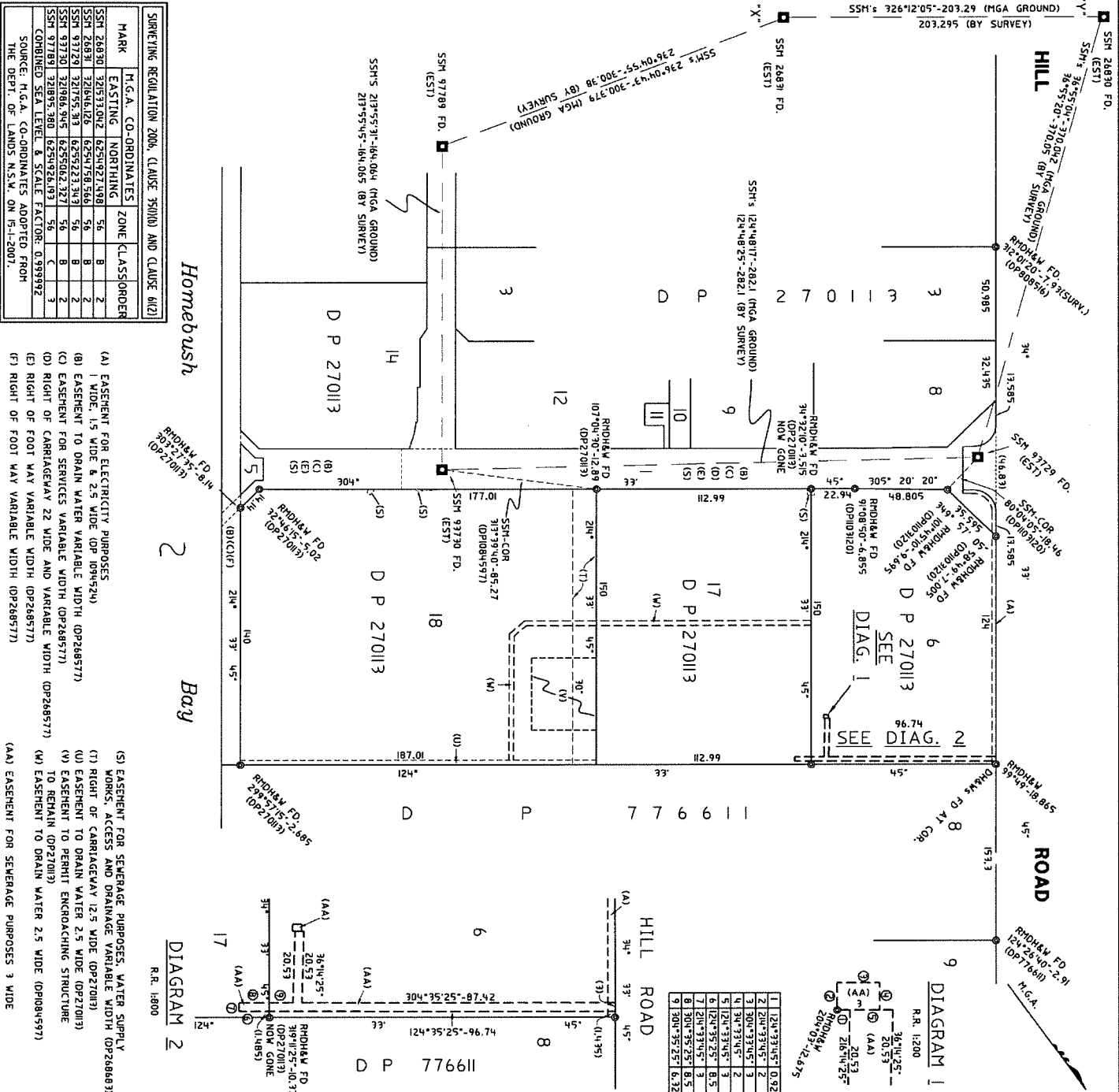
**Subdivision Certificate**

I certify that the provisions of a 1083 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed                      and that the                      set out herein.

**Authorised Person/General Manager/Authorised Officer**

Consent Authority:                       
 Date of Consent:                       
 Accreditation No.:                       
 Subdivision Certificate No.:                     

For No.                       
 The Dept. of Lands N.S.W. on 15-1-2007.






PLAN FORM 6

CERTIFICATES, SIGNATURES AND SEALS		Sheet 1 of 2 sheet(s)
<p><b>PLAN OF EASEMENT FOR SEWERAGE PURPOSES WITHIN LOTS 6 &amp; 17 IN DP 270113</b></p>	<div style="text-align: center; font-size: 2em; font-weight: bold;">DP1111383</div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <span>Registered:</span> <span>14-5-2007</span> </div>	
<p style="text-align: center;">Surveying Regulation, 2006</p> <p>I, <b>Shawn Maurice LE CLERC</b>  of <b>Roger Boxall Surveyors Tel: 9521 5737</b>  a surveyor registered under the <i>Surveying Act, 2002</i>, certify that the survey represented in this plan is accurate, has been made in accordance with the <i>Surveying Regulation, 2006</i> and was completed on: <b>1 March 2007</b></p> <p>The survey relates to easements over lots 6 &amp; 17 in D.P. 270113  (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)</p> <p>Signature:  Dated: <b>1 March 2007</b>  Surveyor registered under the <i>Surveying Act, 2002</i></p> <p>Datum Line: <b>'X' - 'Y'</b>  Type: <b>Urban</b></p>	<p><b>SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create public reserves and drainage reserves.</b></p> <p><b>EXECUTED on behalf of PAYCE PROPERTIES PTY LIMITED ACN 008 644 611 by the authorised persons whose signatures appear below pursuant to Section 127 of the Corporations Act:</b></p> <div style="margin-top: 20px;"> <p>.....  <b>Brian BOYD</b>  Director</p> </div> <div style="margin-top: 20px;"> <p>.....  <b>Stephen WAINWRIGHT</b>  Secretary</p> </div> <p style="margin-top: 20px;">Executed for and on behalf of  <b>LOT 15 PTY LTD ACN 109 246 148</b>  by <b>PAYCE ALORA PTY LIMITED</b>  <b>ACN 116 737 949</b> as its attorney  pursuant to power of attorney  registered Book 448 No. 847 by  the company's director &amp; secretary  pursuant to s 127 of the Corporations Act.</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <p>.....  <b>Brian Boyd</b>  Director</p> </div> <div style="text-align: center;"> <p>.....  <b>Stephen WAINWRIGHT</b>  Secretary</p> </div> </div> <p style="text-align: center; margin-top: 10px;">Use PLAN FORM 6A for additional certificates, signatures and seals</p>	
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... in approving this plan certify  (Authorised Officer)  that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: .....  Date: .....  File Number: .....  Office: .....</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed ..... set out herein  (Insert 'subdivision' or 'new road')</p> <p style="text-align: center;">* Authorised Person/General Manager/Accredited Certifier</p> <p>Consent Authority: .....  Date of Endorsement: .....  Accreditation no: .....  Subdivision Certificate no: .....  File no: .....</p> <p><small>* Delete whichever is inapplicable.</small></p> </div>		

\* OFFICE USE ONLY

PLAN FORM 6A

CERTIFICATES, SIGNATURES AND SEALS		Sheet 2 of 2 sheet(s)
<b>PLAN OF EASEMENT FOR SEWERAGE PURPOSES WITHIN LOTS 6 &amp; 17 IN DP 270113</b>	<div style="text-align: center; font-size: 2em; font-weight: bold;">DP1111383</div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 20px;"><div>Registered: </div><div>14-5-2007</div></div>	
<div style="display: flex; justify-content: space-between;"><div>Subdivision Certificate No:</div><div>Date of Endorsement:</div></div>		
<div style="text-align: center; font-weight: bold; margin-bottom: 20px;">EXECUTION BY MORTGAGEE</div> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p><small>EXECUTED by BOS INTERNATIONAL (AUSTRALIA) LTD ABN 23 086 601 250 by its duly constituted Attorney under Power of Attorney Book 4467 No.58 for NSW dated 19 July 2005 who has no notice of revocation of such Power of Attorney in the presence of:</small></p><p style="font-size: 1.2em;"><i>Vanessa Cardonnel</i></p><p><small>Name (please print):</small></p><p><b>VANESSA CARDONNEL</b></p></div><div style="width: 45%;"><p><small>BOS INTERNATIONAL (AUSTRALIA) LTD by its Attorney:</small></p><p style="font-size: 1.5em;"><i>AS</i></p><p><small>Signature</small></p><p style="font-size: 1.2em;"><b>ANDREW SHANCLAND, DIRECTOR</b></p><p><small>Name and Title (please print):</small></p></div></div>		

EXECUTION BY SYDNEY WATER

**Signed for SYDNEY WATER CORPORATION** by its Attorneys

**JEFFREY FRANCIS COLENZO**

**ROSS ROHARD WYNN**

who hereby state at the time of executing this instrument have no notice of the revocation of the Power of Attorney Registered No. 323 Book 4465 under the Authority of which this instrument has been executed.

*[Signature]* *R.R. Wynn*

WITNESS

*[Signature]*

**MARTIN BRAMBIE**

**cl- SYDNEY WATER**

\* OFFICE USE ONLY

ePlan

**Instrument setting out terms of easements and restrictions on the use of  
land intended to be created pursuant to section 88b of the  
Conveyancing Act, 1919**

Lengths are in metres

(Sheet 1 of 3 sheets)

**Plan: DP1111383**

Plan of easement for sewerage purposes  
within lots 6 & 17  
DP 270113

Name and address of the owner of  
the land:

Payce Properties Pty Limited  
ACN 008 644 611  
8 Baywater Drive  
Homebush Bay NSW 2127

---

**PART 1 (Creation)**

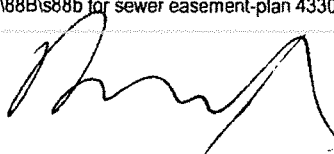
Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for sewerage purposes 3 wide designated (AA) in the plan	6, 17	Sydney Water

**PART 2 (Terms)**

- 1. Terms of easement for sewerage purposes firstly referred to in the abovementioned plan:**

An easement for sewerage purposes in the terms set out in Memorandum 7158328  
filed in Land & Property Information (NSW).

J:\4000\4330\88B\88b for sewer easement-plan 4330-120v3.doc



ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 3 sheets)

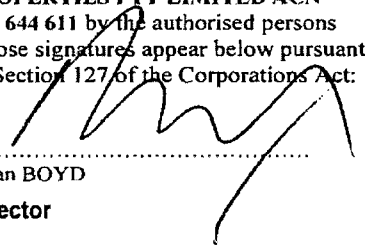
**Plan: DP1111383**

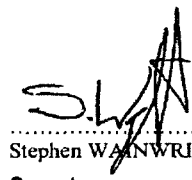
Plan of easement for sewerage purposes  
within lots 6 & 17 DP 270113

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below signed by the authorised persons whose signatures appear below pursuant to the authority specified.

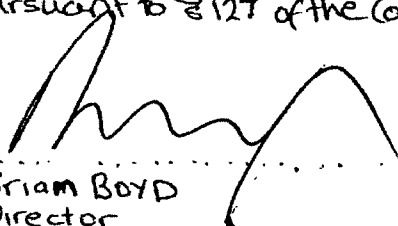
**EXECUTED AS A DEED.**

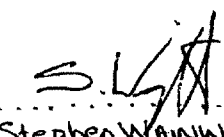
EXECUTED on behalf of PAYCE )  
PROPERTIES PTY LIMITED ACN )  
008 644 611 by the authorised persons )  
whose signatures appear below pursuant )  
to Section 127 of the Corporations Act: )

  
.....  
Brian BOYD  
Director

  
.....  
Stephen WAINWRIGHT  
Secretary

Executed for and on behalf of  
LOT 15 PTY LTD ACN 109 246 148  
by PAYCE ALORA PTY LIMITED  
ACN 116 737 949 as its attorney  
pursuant to power of attorney  
registered Book 448 No. 847 by  
the company's director and secretary  
pursuant to § 127 of the Corporations Act

  
.....  
Brian BOYD  
Director

  
.....  
Stephen WAINWRIGHT  
Secretary

J:\4000\4330\88B\88b for sewer easement-plan 4330-120v3.doc

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 3 sheets)

Plan: **DP1111383**

Plan of easement for sewerage purposes  
within lots 6 & 17 DP 270113

**EXECUTION BY MORTGAGEE**

EXECUTED by BOS INTERNATIONAL  
(AUSTRALIA) LTD ABN 23 066 601 250 by its  
duly constituted Attorney under Power of  
Attorney Book 4467 No. 58 for  
NSW dated 19 July 2005 and has  
no notice of revocation of such Power of  
Attorney in the presence of:

*Vanessa Cardonnel*  
Name (please print):  
VANESSA CARDONNEL

BOS INTERNATIONAL (AUSTRALIA)  
LTD by its Attorney:

*Andrew Shankland*  
Signature

ANDREW SHANKLAND, DIRECTOR  
Name and Title (please print):

**EXECUTION BY SYDNEY WATER**

Signed for SYDNEY WATER CORPORATION  
by its Attorney  
JEFFREY FRANCIS COLENSO

*Ross Rohana Wynne*  
We hereby state at the time of executing this instrument have  
no notice of the revocation of the Power of Attorney Registered  
No. 723 Book 4467 under the Authority of which this instrument  
has been executed.

*Ross Rohana Wynne*

WITNESS

*Martin Bramble*

MARTIN BRAMBLE  
c/- SYDNEY WATER.

REGISTERED



14-5-2007

*[Signature]*

Release: 2.0  
www.lands.nsw.gov.au

**TRANSFER**  
**GRANTING EASEMENT**  
New South Wales  
Real Property Act 1900



**AC333060V**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) <b>TORRENS TITLE</b>	Servient Tenement 6/270113		Dominant Tenement An Easement in gross pursuant to s88A of the Conveyancing Act 1919	
(B) <b>LODGED BY</b>	Delivery Box <b>124E</b>	Name, Address or DX and Telephone LEGALINK PTY LTD LEVEL 8, 170 PHILLIP STREET SYDNEY NSW 2000 Ph: 9230 6900 MORL - 72972		CODE <b>TG</b>
(C) <b>TRANSFEROR</b>	PAYCE PROPERTIES PTY LIMITED ABN: 34 008 644 611			
(D)	The transferor acknowledges receipt of the consideration of \$ <u>1.00</u> and transfers and grants—			
(E) <b>DESCRIPTION OF EASEMENT</b>	AN EASEMENT FOR ELECTRICITY PURPOSES MORE PARTICULARLY DESCRIBED IN ANNEXURE "A"			
(F)	out of the servient tenement and appurtenant to the dominant tenement.			
(G) <b>TRANSFeree</b>	ENERGYAUSTRALIA ABN: 67 505 337 385			

**DATE** \_\_\_\_\_

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Payce Properties Pty Limited

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: \_\_\_\_\_

Signature of authorised person: \_\_\_\_\_

Name of authorised person: PETER MANNINGS

Name of authorised person: BRIAN BOND

Office held: GENERAL MANAGER

Office held: DIRECTOR

S. Wainwright  
STEPHEN WAINWRIGHT  
SECRETARY

D. DIRECTOR

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness: Lisa Anderson

Signature of attorney: Grant Kenneth Greene-Smith

Name of witness: LISA ANDERSON

Attorney's name: GRANT KENNETH GREENE-SMITH

Address of witness: 570 George Street  
SYDNEY NSW 2000

Signing on behalf of: EnergyAustralia

Power of attorney Book: 4476

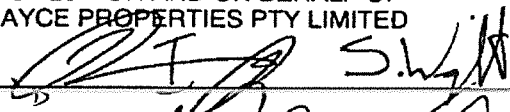
-No.: 983

**THIS IS ANNEXURE "A" REFERRED TO IN THE TRANSFER GRANTING EASEMENT  
MADE THE DAY OF 2006 BETWEEN  
PAYCE PROPERTIES PTY LIMITED AS TRANSFEROR AND  
ENERGYAUSTRALIA AS TRANSFEREE**

AN EASEMENT FOR ELECTRICITY PURPOSES affecting that part of the servient tenement shown as "PROPOSED EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE, 1.5 WIDE AND 2.5 WIDE" on Deposited Plan 1094524 (hereinafter referred to as the said land) on the following terms:

1. FULL RIGHT LEAVE LIBERTY AND LICENCE for EnergyAustralia its agents servants and workmen to lay down erect construct and place repair renew inspect maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto under the said land AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining under the said land and the said electric mains when constructed TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables and other apparatus in the said land or any part thereof.
2. AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
3. AND PROVIDED THAT except where EnergyAustralia its agents, servants and workmen in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.
4. AND the Transferor hereby for itself and the other owner or owners from time to time of the said land covenant with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said cables and other apparatus or interfere with the free flow of electric current under the said land AND that if any such damage or injury be done or interference be made the said Transferor will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
5. AND for the consideration aforesaid EnergyAustralia doth hereby covenant with the Transferor its successors and assigns that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the Transferor or to any person or persons in consequence of any breach or non-observance of this covenant.

SIGNED FOR AND ON BEHALF OF  
PAYCE PROPERTIES PTY LIMITED

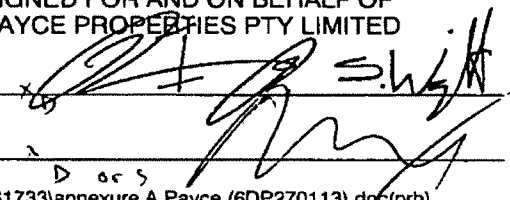
  
x  
b or >

SIGNED FOR AND ON BEHALF OF  
ENERGYAUSTRALIA

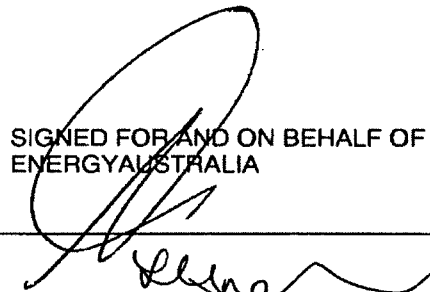
  
x

6. AND FURTHER the Transferor for itself and the other owner or owners from time to time of the said land covenant with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.

SIGNED FOR AND ON BEHALF OF  
PAYCE PROPERTIES PTY LIMITED

  
D o c s  
061733\annexure A Payce (6DP270113).doc(prh)

SIGNED FOR AND ON BEHALF OF  
ENERGYAUSTRALIA





## CONSENT TO TRANSFER GRANTING EASEMENT

BOS INTERNATIONAL (AUSTRALIA) LIMITED ABN 23 066 601 250 as Mortgagee under Mortgage dealing no. AB524338 hereby consents to the Transfer Granting Easement and to the creation of the Easement therein

Dated this 23rd day of May 2006.

Corporation: BOS INTERNATIONAL  
(AUSTRALIA) LIMITED ABN 23 066  
601 250

Authority: s.127 of the Corporations  
Law

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Director/Secretary

Director

Office held:

Office held:

EXECUTED by BOS INTERNATIONAL  
(AUSTRALIA) LTD ABN 23 066 601 250 by its  
duly constituted Attorney under Power of  
Attorney Book 4467 No.58 for  
NSW dated 19 July 2005 who has  
no notice of revocation of such Power of  
Attorney in the presence of:

W. Tingle  
Name (please print):  
WARWICK JAMES TINGHE

BOS INTERNATIONAL (AUSTRALIA)  
LTD by its Attorney:

Michael Davidson  
Signature  
Michael Davidson  
Director Structured Property Finance  
Name and Title (please print):

