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- (a) performing the functions of the Secretary;
- (b) performing the functions of the Treasurer;
- (c) performing the functions of the Chairperson; and
- (d) doing anything else that the Management Committee agrees is necessary for the operation and management of Esplanade.

13.7 *Strata Manager's Licence*

The Strata Manager must have and keep current at all times the licence required by Law to be a strata managing agent.

14 *Facilities Manager*

14.1 *Facilities Manager*

Subject to this clause, the Management Committee has the power to appoint and enter into agreements with the Facilities Manager to provide:

- (a) for the operation, maintenance, repair and replacement of Shared Facilities; and
- (b) for the management and operational services for Esplanade.

14.2 *Facilities*

The Facilities Manager may provide services for the Management Committee which Members must pay for according to Schedule 1.

14.3 *Terms of the Agreement*

The term of the initial agreement between the Management Committee and the Facilities Manager must not exceed 12 months (including options to renew the agreement). The term of a new agreement may be for the period reasonably determined by the Management Committee.


14.4 *Facilities Manager's Fee First Year*

The remuneration of the Facilities Manager for the first year of the initial agreement under this clause must not exceed an amount determined by the Management Committee as being the market rate, and may provide separate amounts for facilities management duties and the supervision of service contracts entered into by the Management Committee (or its agent).

14.5 *Facilities Manager's Fees*

The remuneration of the Facilities Manager for subsequent years of the initial agreement under this clause or for a new agreement must not exceed the market rate agreed between the Management Committee and the Facilities Manager for performing the duties of the Facilities Manager.

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14.6 Agreement

An agreement between the Management Committee and the Facilities Manager must:

- (a) be in writing and be signed by each Member and the Facilities Manager; and
- (b) have provisions about the rights of the Management Committee and the Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

14.7 Duties of the Facilities Manager

Subject to this clause, the duties of the Facilities Manager under an agreement may include, without limitation:

- (a) managing the maintenance, repair and replacement of the Shared Facilities;
- (b) preparing and keeping current a short and long term maintenance, repair and replacement programme for the Shared Facilities;
- (c) preparing and keeping current an asset management plan for the Shared Facilities;
- (d) performing an annual audit of the Shared Facilities (which are readily accessible to the Facilities Manager);
- (e) supervising contracts entered into by the Management Committee or by the Facilities Manager on behalf of the Management Committee; and
- (f) doing anything else which the Management Committee considers is necessary for the operation and management of Shared Facilities and Esplanade.


14.8 Agent

Under an agreement with the Facilities Manager, the Members may authorise the Facilities Manager to act as their agent and:

- (a) negotiate contracts, including contracts for the operation, use, maintenance, repair and renewal of Shared Facilities; and
- (b) enter into contracts on behalf of the Members.

14.9 Services

Under an agreement, the Facilities Manager may provide services to Members, Owners and Occupiers on the terms, and for the cost, agreed between the parties.

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15 Submissions to Management Committee

15.1 Proposals

A Member or the Strata Manager may submit to the Management Committee a proposal for one or more of the following:

- (a) maintenance, repair, refurbishment or replacement of any external area of Esplanade;
- (b) provision or variation of any Service to or within Esplanade;
- (c) amendment of this Management Statement;
- (d) the alteration of the external appearance of Esplanade
- (e) repair, renewal or replacement of a Shared Facility;
- (f) acquisition of a new Shared Facility;
- (g) entry into, variation of or termination of a maintenance agreement or insurance policy;
- (h) alteration of the apportionment of the Shared Costs for Members;
- (i) consideration of any other matter to which this Management Statement applies.

15.2 Resolutions

Proposals under clauses 15.1(a), 15.1(b), 15.1(e), 15.1(g) and 15.1(i) will require a Resolution for determination and proposals under clauses 15.1(c), 15.1(d), 15.1(f) and 15.1(h) will require a Unanimous Resolution for determination.

15.3 Not Performed


The Management Committee may do anything in Esplanade which a Member, an Owner or an Occupier should have done under this Management Statement but which they have not done, or in the opinion of the Management Committee, acting reasonably, the Member, Owner or Occupier has not done properly.

15.4 Entry

The Management Committee may enter the affected part:

- (a) of Esplanade and stay there for as long as necessary and to do what is required to remedy under clause 15.3; or
- (b) in an Emergency.

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15.5 Costs

The Member, Owner or Occupier who has not completed properly what it must have done under this Management Statement, is liable to pay the costs of the Management Committee for such works, within 7 Business Days after such works are completed.

15.6 Liability

The Management Committee is not liable for damage arising out of exercising rights under this clause (except for damage caused by the Management Committee's negligence or the Management Committee's agents or representatives' negligence).

16 Architectural compliance

16.1 Architectural Code

The Architectural Code for Esplanade helps to preserve the architectural integrity of Esplanade. The Architectural Code for Esplanade is in Schedule 2 of this Management Statement. The Architectural Code does not bind the Developer and may be unilaterally varied, amended or replaced from time to time by the Developer during the Restricted Period.

16.2 Architectural Code Compliance

Subject to this Management Statement, the Members, Owners and Occupiers (other than the Developer during the Restricted Period) must:


- (a) comply with the Architectural Code for Esplanade; and
- (b) obtain necessary consents from the Management Committee according to the Architectural Code for Esplanade before they carry out works in Esplanade or a Lot of Esplanade.

16.3 Amending Architectural Code

The Developer has the right to amend the Architectural Code at any time without consent of the Members during the Restricted Period at the Developer's expense.

16.4 No Requirements for Consent

Provided consent from the relevant Authority has been obtained, the Member, Owner and Occupier of a Lot may carry out refurbishment works, fitout and modification to the interior of a Lot or to the Excluded Services without the need for consent from the Management Committee provided the refurbishment works, fitout and modifications comply with the Architectural Code.

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16.5 Compliance with clause 16.3

Compliance with clause 16.3 does not relieve any person from an obligation to obtain a consent under the By Laws or from any Authority.

17 Obligations and rights of the Members, Owners and Occupiers

17.1 General obligations of the Members


(a) The Members, Owners and Occupiers must:

- (i) ensure the Management Committee is and remains properly constituted in accordance with the Act and this Management Statement;
- (ii) ensure the insurance is effected and maintained in accordance with clause 20, the Act and this Management Statement;
- (iii) comply with the terms of the Easements;
- (iv) pay any cost incurred as a Shared Costs in the relevant proportions specified in this Management Statement or as determined in accordance with this Management Statement;
- (v) ensure the Management Committee is properly constituted;
- (vi) comply with the decisions of the Management Committee;
- (vii) implement decisions of the Management Committee;
- (viii) comply with the By-Laws (if applicable);
- (ix) comply with the Architectural Code for Esplanade;
- (x) comply with the Act and this Management Statement;
- (xi) promptly pay the contributions for the Shared Facilities and other amounts they owe under this Management Statement; and
- (xii) effect and maintain the insurance required by this Management Statement and the Act.

17.2 Nature of Member's obligations

- (a) The obligations of the Members under this Management Statement are several and not joint and accordingly no Member incurs a liability to another party by reason only of the default of another Member;
- (b) Each Member:
 - (i) must promptly comply with its obligations contained or implied in this Management Statement; and

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- (ii) is responsible for its own acts and those of its contractors, employees and agents in occupying or using parts of another Member's property and releases that other Member, its contractors, employees and agents from any costs, claims or liability unless the other Member, its contractors, employees, Representatives or agents have been negligent.

17.3 Maintenance obligations

Except for Shared Facilities, subject to this Management Statement and the Easements, each Member, Owner and Occupier must, at the cost of the Member:

- (a) maintain and keep in good repair the part of Esplanade owned or occupied by the Member, Owner or Occupier;
- (b) maintain and keep in good repair the external appearance of Esplanade owned or occupied by the Member, Owner or Occupier; and
- (c) maintain, inspect and operate plant and equipment owned or used exclusively by the Member, Owner or Occupier to a standard recommended by the manufacturer or the applicable Australian Standard.

17.4 Members responsibility

The Members, Owners and Occupiers:


- (a) are liable for damages for the loss caused to another Member or Owner or Occupier or a person who must comply with this Management Statement, properly caused by things they do or fail to do (including consequential damage or loss) in occupying or using parts of another Member's property; and
- (b) releases the other Member or Owner or Occupier from any costs, claims or liability except costs, claims, or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

18 Budget

18.1 Preparation of Budgets

The Management Committee must prepare a budget for each 12 month period showing how much money or monies will be required for;

- (a) operating, maintaining, renewing, insuring and replacing the Shared Facilities; and

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(b) any other Shared Costs.

18.2 Timeframe for First Budget

The Management Committee must prepare the first budget within 1 month after the Management Committee is established.

18.3 What funds must the Management Committee establish

Within 1 month after the Management Committee is established, the Management Committee must establish:

- (a) the Administrative Fund; and
- (b) the Sinking Fund.

18.4 Payments – Fund

The Management Committee must:

- (a) use the Administrative Fund to pay the day to day expenses of operating and maintaining Shared Facilities such as maintenance costs, operational costs, insurance costs and administrative costs;
- (b) use the Sinking Fund to pay for the renewal and replacement of Shared Facilities;
- (c) hold Funds in the Sinking Fund in a manner which readily identifies the respective accumulated contributions of each Member; and
- (d) deduct expenditure from the Sinking Fund from the respective accumulated contributions of each Member as shown in Schedule 1 (or otherwise by Unanimous Resolution and failing upon obtaining a Unanimous Resolution then the amount to be deducted for each Member shall be the Member's Proportion).

18.5 Preparing Budgets

Subject to this Management Statement, the Management Committee must prepare a budget for each 12 month period showing:


- (a) how much money it will need during that period for the Fund; and
- (b) the income the Management Committee budgets to receive in that period.

18.6 Budget details

A budget must contain itemised details of:

- (a) each Shared Facility and Shared Costs for which a Member is responsible to contribute under the Fund;

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- (b) the proportion which each Member must contribute to each Shared Facility and Shared Costs; and
- (c) the amount of the proportion which each Member must contribute to each Shared Facility and the Shared Costs.

18.7 *Budget requirements*

The Management Committee must budget enough money to comply with its obligations under this Management Statement and the Act.

19 Contributions

19.1 *Management Committee - contributions*

The Management Committee must:

- (a) levy Members the contribution it will need for the Fund for each 12 month period. The amount of contributions must coincide with the budget prepared by the Management Committee under clause 18; and
- (b) levy the first contribution within one month after the budget has been approved; and
- (c) coincide the contribution cycle with the budget cycle in clause 18.

19.2 *Procedures for determining contributions*

Contributions are due and payable by Members in equal quarterly instalments in advance (or for other periods reasonably determined by the Management Committee).

19.3 *12 Month contributions*

The Management Committee must decide contributions for each 12 month period at a Meeting.


19.4 *Contribution details*

The person who convenes a Meeting to determine contributions must include with the notice of the Meeting:

- (a) the budget prepared by the Management Committee according to clause 18;
- (b) the current Financial Statement prepared by the Management Committee according to clause 19.7(a).

19.5 *Insufficient funds*

The Management Committee must levy Members additional contributions to the Fund if it cannot pay its debts for a 12 month contribution period.

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19.6 *Additional Funds Meeting*

The person who convenes a Meeting to determine additional contributions must include with the notice of the Meeting a budget prepared by the Management Committee for the remainder of the 12 month contribution period which shows:

- (a) how much money the Management Committee will need for the remainder of the period for the Fund for which the additional contribution will be levied; and
- (b) income which the Management Committee knows it will receive for that Fund during the remainder of the period.

19.7 *Preparing Financial Statements*

Within 2 months after the end of each 12 month contribution period, the Management Committee must:

- (a) prepare Financial Statements for each of its accounts; and
- (b) have its accounts audited by a qualified auditor.

19.8 *Financial Statements*

The Management Committee must prepare Financial Statements for each of its accounts:


- (a) from the date of the last Financial Statement to within 2 months after the next contribution period starts; and
- (b) where possible, in time for Members which are Corporations to include in their budgets their portion of costs under this Management Statement.

19.9 *Details of Financial Statements*

Each Financial Statement(s) must show for the Fund:

- (a) details of income and expenditure;
- (b) the balance carried forward from the last period;
- (c) particulars and amounts of each item of income;
- (d) particulars and amounts of each item of expenditure;
- (e) the cash in the Fund at the end of the period;
- (f) the balance of the Fund;
- (g) contribution arrears for each Member;
- (h) the amount of credit or debit in the Fund; and

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- (i) other relevant information.

20 Insurance and Indemnity


20.1 Required Insurances

- (a) The Management Committee must effect and maintain Insurances for:
- (i) the full insurable value of the structure of Esplanade in accordance with the Act; and
 - (ii) Public Liability Insurance for liability not less than \$20,000,000.00 for any one claim or such higher amount as the Management Committee may determine by Resolution; and
 - (iii) machinery breakdown insurance for the Shared Facilities plant and equipment which is not covered under warranty; and
 - (iv) workers' compensation insurance if required by Law; and
 - (v) increased costs during the period of insurance.
- (b) All policies are to be taken out with an Approved Insurer in the names of the Management Committee, and, if applicable, any mortgagees in possession holding under a registered mortgage for their respective rights and interests.
- (c) Duplicate copies of all policies and all renewal certificates and endorsement slips are to be held by the Management Committee (or the Strata Manager) and certified copies must be supplied to each Member upon request.
- (d) The Management Committee must reassess the full insurable value of the structure of Esplanade at least once every consecutive 3 year period from the date of registration of this Management Statement.
- (e) The Management Committee must effect as a Shared Cost office bearers liability cover for all Representatives and Replacement Representatives Members of the Management Committee.

20.2 Valuation

The Management Committee must have Esplanade valued for insurance purposes at least every 3 years from the date this Management Statement is registered or such other period as is prescribed by the Act. The valuation must be done by a qualified valuer or quantity surveyor who has:

- (a) a minimum of 7 years' experience; and
- (b) experience in valuing for insurance purposes project properties like Esplanade.

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20.3 Insurance records

The Management Committee must keep with its records all duplicate or certified copies of the insurance policies, renewal certificates and endorsements for insurances it effects under this Management Statement.

20.4 Basis of Apportionment


Premiums for the Insurance are to be paid by the Members in the proportions set out in Schedule 1.

20.5 Total or Partial Destruction of Esplanade

In the event of Esplanade or any part of Esplanade being totally destroyed or so extensively damaged as to render the repair or making good of such damage impractical or undesirable the following alternatives will apply:

- (a) the Members will, from the insurance money available and to the extent this may be insufficient from their own money in the relevant proportions, reinstate Esplanade or that part of Esplanade substantially in accordance with its original design and the Architectural Code for Esplanade or that part of Esplanade; or
- (b) if the Members by Special Resolution agree that the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that design, then the Members will from the insurance monies available and to the extent that this may be insufficient from their own monies, in the relevant proportions stipulated in Schedule 1, prepare the land for the new building and then construct Esplanade or that part of Esplanade in accordance with the agreed plans and specifications; or
- (c) if the Members by Unanimous Resolution agree that:
 - (i) Esplanade or that part of Esplanade is not to be reinstated; and
 - (ii) Esplanade or that part of Esplanade is not to be rebuilt to a different design, the Members will promptly demolish Esplanade or that part of Esplanade and clear the land or that part of the land of all improvements, structures, rubbish and debris and following the demolition clearance being carried out to the satisfaction of the Members then no Member will have a claim against another Member.
- (d) If the Members acting reasonably are unable to reach agreement under sub paragraphs (b) or (c) then sub paragraph 20.1(a) must apply.

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20.6 Insurance not to be Avoided

A Member must not at any time do, permit or omit or suffer to be done, committed or omitted any act, matter or thing upon Esplanade or to bring or keep anything on Esplanade so that any Insurance may be rendered void or voidable or the rate or premium of any Insurance be liable to be increased unless, in the latter case, the relevant Member promptly pays all additional premiums required.

20.7 Indemnity

Each Member agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Member's property in Esplanade, those parties will:

- (a) do so at their own risk; and
- (b) release to the extent not excluded by Law that other Member, its agents, contractors, employees and servants from any:
 - (i) claims and demands of any kind;
 - (ii) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near that other Member's property or Esplanade,


unless the damage, death or injury is caused by the negligence of that other Member or its agents, contractors, employees, members or servants.

21 Shared Facilities

21.1 What are Shared Facilities?

A number of facilities and services in Esplanade are used by 2 or more Members. These facilities are called the Shared Facilities. The Shared Facilities include:

- (a) the Shared Facilities (with a description of each) in Schedule 1;
- (b) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service one Member's part of Esplanade;
- (c) any rooms or areas in which Shared Facilities are located;
- (d) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (e) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

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- (f) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (g) the inspection of Shared Facilities (if applicable) by an Authority; and
- (h) the certification of Shared Facilities for the purposes of the Law.

21.2 *Management of Shared Facilities*

Subject to this Management Statement, the Management Committee must operate, manage, control, maintain, repair and replace the Shared Facilities. The Management Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities.

21.3 *Who may use Shared Facilities?*

This Management Statement may specify which Members and other persons are entitled to use and enjoy a Shared Facility or may restrict use of a Shared Facility. If the enjoyment or use of a Shared Facility is not restricted, the Shared Facility is available for use and enjoyment by each Member, Owner and Occupier according to this Management Statement.

21.4 *Using approved contractors*

Many of the Shared Facilities in Esplanade are highly technical and affect other components in Esplanade. As a result:

- (a) the Shared Facilities, the Shared Facilities building works and Shared Facilities Services must be maintained to a high standard; and
- (b) only contractors approved by the Management Committee may do structural building works and maintain or replace the Shared Facilities.

21.5 *Contractors Used*

The Management Committee must:

- (a) appoint and make sure that contractors approved by it are always available to maintain the Shared Facilities and do structural building works; and
- (b) give each Member a list of current approved contractors.


21.6 *Approving Contractors*

The Management Committee may make a decision to approve a contractor in its absolute discretion. The Members, Owners and Occupiers must use approved contractors for all work described in this clause.

21.7 *Damage to Shared Facilities*

A Member, an Owner or an Occupier must:

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- (a) use Shared Facilities only for their intended purposes;
- (b) immediately notify the Management Committee if they know about damage to or a defect in a Shared Facility; and
- (c) compensate the Management Committee for any damage to any Shared Facilities caused by them, their visitors or persons doing work in Esplanade on their behalf.

21.8 *Management Committee and Contractor Access*

- (a) In addition to any rights at Law, the Management Committee and its employees and contractors may access any part of a Lot or Common Property to operate, inspect, test, treat, use, maintain, repair or replace Shared Facilities and otherwise to comply with this Management Statement.
- (b) In exercising its rights referred to in clause 21.8(a) the Management Committee must:
 - (i) give reasonable prior notice to the relevant Lot Owner (excepting in an emergency situation if it is not practical to do so);
 - (ii) not unreasonably interfere with the quiet enjoyment of the Lot depending upon the circumstances; and
 - (iii) make good any damage to a Lot occasioned by this access.

22 Security


22.1 *Security control at Esplanade*

Security of Esplanade is important to all Members, Owners and Occupiers. To maintain an integrated security system, this Management Statement regulates access and security issues and the use of security equipment (e.g. the provision of security keys).

22.2 *Restricting access to parts of Esplanade*

The Management Committee may:

- (a) close off or restrict access to Members, Owners and Occupiers to parts of Esplanade to which they do not require access to get to a Lot which they own or occupy; and
- (b) subject to this Management Statement, restrict access to the Shared Facilities.
- (c) secure doors or gates in Esplanade between the hours it determines are appropriate to preserve the security of Esplanade and to protect Owners and Occupiers and their property

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(d) not restrict access to a Strata Scheme without the consent of the Owner's Corporation for that Strata Scheme.

23 Powers of the Management Committee to act on behalf of the Members

23.1 Powers

Each Member agrees that the Management Committee (or a person appointed by the Management Committee) may act as agent for all the Members and take legal proceedings about:

- (a) the failure of a Member to pay Fund contributions;
- (b) the failure of an Member or Owner or Occupier to comply with their obligations under this Management Statement.

23.2 Attorney

Each Member appoints the Management Committee as its agent and attorney to enable the Management Committee or a person appointed by the Management Committee to take any action authorised by a Resolution made by the Management Committee according to this Management Statement.

23.3 Member

This clause does not prevent a Member from taking legal proceedings in its own name.

24 Consents by the Management Committee

24.1 Consent

The Management Committee may give consents under this Management Statement at a Meeting or an Emergency Meeting. Unless a clause states otherwise, the Management Committee may give consents under this Management Statement by Resolution.

24.2 Conditions


The Management Committee may make conditions if it grants consent under this Management Statement.

24.3 Revoked Consent

The Management Committee may revoke its consent if the person who has been granted the consent does not comply with:

- (a) conditions made by the Management Committee when it granted the consent; and

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- (b) the clause under which the Management Committee granted the consent.

25 Owners Corporations By Laws


25.1 Changing By Laws

An Owners Corporation may change, alter, cancel or amend the by laws for its Strata Scheme, provided:

- (a) the Owners Corporation must consult with the Management Committee prior to making the alteration, amendment, change or amendment to the by-law; and
- (b) the alteration, amendment, change or amendment to the by-law must not conflict with this Management Statement.


26 Car Park

- (a) Some areas of the Car Park and the car parking facilities in Esplanade are a Shared Facility and are subject to Shared Costs which are apportioned and levied in accordance with 6.
- (b) The Owner or Occupier of a Lot who is allocated a Car Space for that Lot must:
- (i) park only in the Car Space allocated to the Lot;
 - (ii) only drive in the direction indicated by arrows in the Car Park;
 - (iii) when driving a Motor Vehicle in the Car Park not exceed the speed of 10 kph;
 - (iv) co-operate with other Lot Owners or Occupiers in the Car Park; and
 - (v) keep the Car Space clean and tidy.
- (c) The Owner or Occupier of a Lot who is allocated a Car Space and the rights to the Car Park must not:
- (i) park vehicles greater than size of the Car Space;
 - (ii) use the Car Space of another Owner or Occupier of a Lot;
 - (iii) create any noise within the Car Park or in the Car Space which is likely to interfere with the peaceful enjoyment of Owner or Occupier of another Lot or of any person lawfully using the Car Park;

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- (iv) assign the security keys, access keys and necessary access devices for the Car Park without the consent of the Management Committee;
 - (v) assign, lease or licence the Car Space within the Car Park without the consent of the Management Committee; or
 - (vi) use the Car Space for any reason other than the parking of registered Motor Vehicles.
- (d) The Management Committee must:
- (i) maintain, clean and service the Shared Facility areas, including the mechanical ventilation, water sumps, access system, entrance gates and ramp;
 - (ii) provide adequate security for the Car Park;
 - (iii) issue each Owner or Occupier who has a Car Space in the Car Park access keys, security keys and necessary access devices for the Car Park.
- (e) The Management Committee may charge the Commercial Owners Corporation, the Residential Owners Corporation, an Owner or an Occupier of a Lot a fee, charge or bond for the issue of access keys, security keys and necessary access devices for the Car Park under clause 26(c).
- (f) The Commercial Owners Corporation, the Residential Owners Corporation and the Owners and Occupiers of a Lot must notify the Management Committee properly if an access key, security key or necessary access device is lost or misplaced by the relevant party.
- (g) The Management Committee, Owners and Occupiers of a Lot acknowledge the rights of the Owners and Occupiers of a Lot in the Commercial Stratum, Retail Stratum and the Residential Stratum to use the Shared Facilities, including the mechanical ventilation, water sumps, fire control devices which are contained in easements for the Car Park created under the *Conveyancing Act 1919* (NSW).
- 27 Use of Esplanade in relation to movement of stock, goods, furniture
- (a) An Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to or from the Lot through Esplanade or the Car Park, without sufficient notice to the Strata Manager or the Facilities Manager. The Strata Manager has the absolute discretion to limit such

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movement of furniture, large objects or deliveries to a specific time, so to limit the inconvenience to an Owner or Occupier of another Lot.

- (b) An Owner or Occupier of a Lot transporting items as specified in subparagraph (a) must use the protective material required to be used by the Strata Manager or Management Committee, when transporting any item in or across or through Esplanade.
- (c) The Management Committee may resolve by Special Resolution that furniture, large objects or deliveries to and from the Lot are to be transported through or on Esplanade (whether in the building or not) in a specified manner.
- (d) If the Management Committee has specified, by Special Resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on Esplanade except in accordance with that Special Resolution.

28 Garbage disposal


- (a) Subject to all the requirements of Council, each Owner or Occupier must ensure the removal of garbage from the Lot on a regular basis.
- (b) Garbage may be stored or disposed of by each Owner or Occupier in the Garbage Disposal Area until collection.
- (c) The Management Committee must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, must incorporate or address:
 - (i) permitted means, times and regularity of disposal;
 - (ii) disposal routes;
 - (iii) permitted pick-up areas (if any);
 - (iv) location of garbage removal;
 - (v) storage of garbage;
 - (vi) containment of garbage;
 - (vii) regularity of garbage removal;
 - (viii) washing of bins;
 - (ix) segregation of recycling from general garbage; and

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- (x) special garbage requirements generally,
- (d) and may also incorporate or address other matter as determined by the Management Committee from time to time.
- (e) The Management Committee must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Management Committee, to:
 - (i) remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;
 - (ii) clean the Garbage Disposal Area on at least a weekly basis; and
 - (iii) conduct daily inspections of Common Property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until collection.
- (f) An Owner or Occupier must:
 - (i) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;
 - (ii) drain and securely wrap in an impermeable material all garbage and store garbage in the Garbage Disposal Area until collection;
 - (iii) not dispose of any liquid substances in the Garbage Disposal Area;
 - (iv) dispose of recyclable material in recycling bins in the Garbage Disposal Area;
 - (v) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots;
 - (vi) comply with the garbage removal rules, including any garbage removal system put in place by the Management Committee.
- (g) The Management Committee must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.
- (h) Each Owner must display in its lot at all times a copy of the current garbage removal rules of the Management Committee, including details of the garbage removal system.
- (i) Each Owner acknowledges and agrees that this by-law is required by Council and it must be maintained at all times and cannot be revoked or amended unless Council expressly agrees otherwise.

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29 Awning Signage

- (a) An Owner or Occupier of a Lot in the Commercial Stratum or Retail Stratum may place a sign hanging down from the Awning, immediately adjacent to such Lot subject to first obtaining the consent of the Management Committee which consent must be provided where such signage:
- (i) describes the business which is operating from the Lot;
 - (ii) the sign is made of new material;
 - (iii) has been consented to by all relevant Authorities.
 - (iv) the dimensions of the sign are no more than 1.5 metres at the top x 0.4 metres down from the top;
 - (v) the top of the sign at no point is lower than 0.2 metres from the underside of the Awning; and
 - (vi) the sign must be illuminated.
- (b) Prior to the Management Committee consenting to a sign referred to in subparagraph (a), the Management Committee may require the relevant Owner of the Lot to provide an indemnity to all other Owners in Esplanade for any loss, damage, interest or cost that may be suffered by any other Owner as a consequence of such sign.
- (c) Any sign consented to by the Management Committee pursuant to subparagraph (a) must be maintained and repaired at all times by the Owner of the Lot immediately adjacent to such sign, otherwise the sign must be immediately removed by that Owner at the direction of the Management Committee (or the Management Committee may procure its removal at the cost of that Owner).

30 Boardwalk

- (a) Each Owner acknowledges that the Boardwalk is provided for the benefit and use of all Owners and Occupiers as well as the general public subject to Council requirements.
- (b) Each Owner may use the Boardwalk in accordance with the rules set by Council and/or the Management Committee and must not cause any damage, dispose of any rubbish or otherwise deface any part of the Boardwalk.
- (c) The Management Committee may:

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- (i) enter into or vary any agreement or right of easement granting the benefit of the use of the Boardwalk in connection with the proper use of the Boardwalk;
- (ii) make rules for the use of the Boardwalk.
- (d) Each Owner acknowledges that as part of the requirements of Council and as a part of any agreement or right of easement, the Council may require the Boardwalk to be constructed and maintained by the Owner(s) of the Property (or any part thereof) and all such costs shall be accounted by the Management Committee and payable by each Owner of a Lot in the Stratum Plan in accordance with Schedule 1.
- (e) Each Owner acknowledges and agrees that this by-law is required by Council and it must be maintained at all times and cannot be revoked or amended unless Council expressly agrees otherwise.

31 Restricted Period

- (a) During the Restricted Period and without the consent of the Management Committee, the Developer may (or may procure to):
 - (i) undertake any construction or demolition work on the Parcel;
 - (ii) install temporary services or disconnect services;
 - (iii) augment or change the location of Shared Services;
 - (iv) place temporary signs, structures, building material, fences, plant and equipment including cranes, hoardings and/or scaffolding;
 - (v) create construction noise and interference for the purposes referred to in clause 31(a); and
 - (vi) access any part of the Parcel for the purposes referred to in this clause 31(a).
- (b) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the matters referred to in clause 31(a) and in applying for such consents the Management Committee, if required, must promptly evidence its consent to such application(s).
- (c) In relation to the matters referred to in clauses 31(a)(ii), (iii) and (vi), the Developer must provide the Management Committee with reasonable notice (except in an emergency when no notice is required) of its requirement to avail itself of these clauses and the detail of what the Developer intends to do.

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- (d) During the Restricted Period the Developer may (or may procure to) carry out Selling Activities anywhere within Esplanade without the consent of the Management Committee.
- (e) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the Selling Activities referred to in subparagraph (d) and in applying for such consents the Management Committee, if required, must promptly evidence its consent to such application(s).
- (f) Notwithstanding any other clause to the contrary, the Developer may during the Restricted Period require that this Management Statement be amended, varied or replaced as may be necessary by the Developer. Where the Developer notifies the Management Committee of any such requirement, the Management Committee must promptly do all things necessary to carry into effect the required changes of the Developer.

PART 4

The provisions of this Management Statement incorporate and are subject to and include the provisions implied by Schedule 4 *Strata Schemes Development Act 2015*, except to the extent this Management Statement provides otherwise

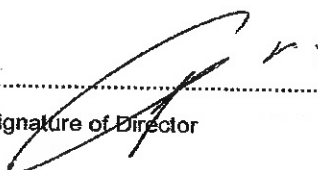
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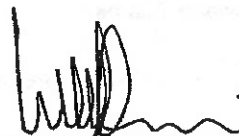
Execution

Executed by the Registered Proprietor

Executed by Prime Esplanade Land Pty)
Ltd ACN 623 062 092 606 in accordance)
with section 127 of the *Corporations Act*)
2001 (Cth) by:)
)
)



.....
Signature of Director

ADRIAN LIAN
.....
Print name of Director


.....
Signature of Director/Secretary

ELTON LI
.....
Print name of Director/Secretary

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Executed by the Mortgagee

SIGNED for and on behalf of ANZ
Fiduciary Services Pty Limited by
KIT LIEW


who certifies that she/he is a

MARTIN
Agency Services, of Australia and
New Zealand Banking Group Limited
pursuant to Power of Attorney
Registered *BE4711 N0227*

dated *12/07/16* in the presence of:

M
.....
Witness:


[Signature]
.....
Attorney

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Schedule 1 Shared Facilities


- (a) This Schedule describes:
- (i) The Shared Facilities;
 - (ii) The proportion of the shared costs payable by each of the buildings; and
 - (iii) The method of determining the proportions.
- (b) In this Schedule:
- (i) **"Conducting Medium"** means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained and access to each item.
 - (ii) **"Service"** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.
 - (iii) **"Services Apparatus"** means any item of services equipment or any conducting medium.
 - (iv) **"Services Equipment"** means an item of plant or equipment in which a Service is generated, contained or stores.
 - (v) **"Services Apparatus"** which is used exclusively by a Lot and is located in another Lot is to be maintained by the lot that has the exclusive use.
 - (vi) Access to a Shared Facility or a Services Apparatus is available to a benefited member for the purpose of using, operating or maintaining the said Shared Facility or the Services Apparatus.
 - (vii) Where a Shared Facility has a 100% apportionment to a Lot, then that Lot has total responsibility for the operation, maintenance and replacement of the said Shared Facility – and not the Management Committee, unless otherwise stated in the Shared Facility.
- (c) This Schedule describes the cost allocation methods used for dividing Shared Costs.

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS			COST ALLOCATION METHOD
			Retail Stratum Lot 1	Commercial Stratum Lot 2	Residential Stratum Lot 3	
SF1	Strata Management Services	<p>Strata management services include the services provided by the Management Committee. Costs for strata management services include, without limitation:</p> <p>a) The strata manager fee and management fees and other fees that the Management Committee must pay the strata manager according to their agreement;</p> <p>b) Other costs incurred by the Management Committee according to its agreement with the strata manager;</p> <p>c) Audit fees incurred by the Management Committee; and</p> <p>d) Costs incurred by the Management Committee to maintain its records (including its financial records) according to this Management Statement.</p>	10%	12%	78%	5
SF2	Facilities Management Services	<p>Facilities management services include the services provided by the manager appointed by the Management Committee. Costs for facilities management services include, without limitation:</p> <p>a) Management fees and other fees that the Management Committee must pay the manager according to their agreement; and</p> <p>b) Other costs incurred by the Management Committee</p>	10%	12%	78%	5

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		according to its agreement with the manager.				
SF3	Building Manager's Room	This shared facility is marked SF3 on the Shared Facilities Plan. This shared facility includes: a) Use of the room in order to fulfil the role described in shared facility SF2 Facility Management Services; b) Office furniture and equipment; c) Maintenance of the shared facility; and d) Service apparatus required to operate the facility.	10%	12%	78%	5
SF4	Insurance	Costs for insurance include, without limitation: a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and g) Other costs incurred by the Committee to affect an insurance policy or under and existing policy.	Replacement Value	Replacement Value	Replacement Value	3

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SF5	Car Park Access	<p>This shared facility is marked SF5 on the Shared Facilities Plan and provides vehicular access within Lots SF5. This shared facility includes:</p> <ul style="list-style-type: none"> a) Installing, maintaining and repairing the roller shutter or boom gate (if any) and other security devices in the car park access ways marked SF5; b) The patrons of the retail stratum can use the basement level 1 car parking area each night between the hours of 6:30pm and midnight in accordance with Condition 8 of the Development Consent 1395/2016/JP; c) Vehicular access to a lot's car park spaces; d) Maintaining and repairing the car park access way and all services located within it; e) Costs and access associated with the operation, maintenance and replacement of the shared facility; f) Access by maintenance, delivery and waste vehicles; and g) Service apparatus required to operate the shared facility. 	19%	20%	61%	2
SF6	Car Park Ventilation and Lighting System	The car park ventilation and lighting system is located on car	19%	20%	61%	2

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		<p>park levels and includes:</p> <ul style="list-style-type: none"> a) The fan room located marked SF6 on the Shared Facilities Plan; b) The service apparatus required to operate the shared facility; c) The exhaust system to the point of discharge at ground level, car parking levels and / or on the roof via an exhaust riser; d) The lighting on the car park levels; and e) Costs and access associated with the operation, maintenance and replacement of the shared facility. 				
SF7	Lifts	<p>The lift is used for access and egress to and from basement level 1 and ground floor and is marked SF7 on the Shared Facilities Plan. The shared facility includes:</p> <ul style="list-style-type: none"> a) Access to the lift between 6:30pm and midnight by the patrons of the Retail Lot; b) The cost of operation, maintenance and replacement of the lift; and c) The service apparatus required to operate the shared facility. 	5%	95%	0%	5

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SF8	Loading Dock	<p>The loading dock is located on the ground floor and is marked SF8 on the Shared Facilities Plan.</p> <p>The loading dock can be used by both members for the loading and unloading of goods, furniture and consumables required to operate business or furnish an apartment.</p> <p>The shared facility includes the service apparatus required to operate the facility.</p> <p>Costs and access associated with the operation, maintenance and replacement of the shared facility.</p>	56%	5%	39%	6
SF9	Public Access Area	<p>The public access area is part of the ground floor area of the complex shown as SF9 on the Shared Facilities Plan. The costs for this shared facility include, but are not limited to, the costs for:</p> <ul style="list-style-type: none"> a) Maintaining, repairing and replacing the paved areas of the public access area; b) Maintaining, repairing and replacing any bollards in the public access area; c) Landscaping the public access area; d) Lighting; 	6%	12%	82%	1

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	Public Access Area (cont.)	<ul style="list-style-type: none"> e) Maintaining, repairing, servicing landscape gardens for the public access area; f) Water jets and their pumps and associated infrastructure; g) Service agreements between landscaping agents, companies and landscaping service providers for the public access area; h) Servicing, maintaining, repairing and replacing any irrigation system for the public access area; i) Maintaining, installing, repairing and replacing any public seating for the public access area; j) Maintaining, repairing and servicing the public area bins for the public access area; k) Maintaining, repairing and replacing the fire protection, security systems and lighting systems for the public access area; l) Maintaining, operating and replacing to re-use rainwater tank; m) Structural repairs for the public access area; n) Capital expenditure to the public access area; and 				
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		o) Service apparatus required to operate the shared facility.				
SF10	Electrical Infrastructure	<p>Electrical infrastructure includes:</p> <p>a) The main switch room marked SF10 on the Shared Facilities Plan;</p> <p>b) All electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to each lot;</p> <p>c) Electrical wires, cables and ducts which service each lot;</p> <p>d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus;</p> <p>e) The electrical meter for shared facilities shown as costs for electrical consumption measured by the shared facility;</p> <p>f) Costs for electrical consumption by the shared facility; and</p> <p>g) The service apparatus required to operate the facility.</p> <p>Electrical infrastructure excludes:</p>	6%	12%	82%	1

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		a) Costs for electrical consumption by an individual member, owner or occupier.				
SF11	Gas Infrastructure	This shared facility includes:	6%	12%	82%	1
	Gas Infrastructure (cont.)	<ul style="list-style-type: none"> a) The gas meter and regulator located, marked SF11 on the Shared Facilities Plan; b) The master data logging system for the gas supply to all lots; c) Main gas regulator; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Gas pipes, wires, cables and ducts exclusively servicing shared facilities and leading to the various buildings; f) Ventilation system; g) Gas pipes, wires, cables and ducts that service more than that one component; h) Costs and access associated with the operation, maintenance and replacement of the shared facility; and 				

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		<p>i) The service apparatus required to operate the facility.</p> <p>Gas infrastructure excludes:</p> <p>a) Costs for gas consumption by an individual Member, Owner or Occupier; and</p> <p>b) Pipes, regulators, valves etc. which are for the exclusive use of a member, owner or occupier.</p>				
SF12	Sewerage System	<p>The sewerage system includes:</p> <p>a) Sewer pipes, pumps, vent pipes and hydraulic pipes that service the lots from the boundary trap to the junction point;</p> <p>b) Costs and access associated with the operation, maintenance and replacement of the shared facility;</p> <p>c) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; and</p> <p>d) The service apparatus required to operate the facility.</p> <p>The sewerage system excludes the sewerage components which</p>	6%	12%	82%	1
	Sewerage System (cont.)					


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		are located inside each lot which are for the exclusive use of a member, an owner or an occupier.				
SF13	Stormwater System	<p>The stormwater system includes:</p> <ul style="list-style-type: none"> a) The stormwater tank marked SF13 on the Shared Facilities Plan; b) All drainage pumps and filtration systems associated with the stormwater system; c) Stormwater pits; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) The onsite detention tank marked SF13 on the Shared Facilities Plan; f) Drainage pipes into the drainage system; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. 	6%	12%	82%	1

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SF14	Telecommunication System	The telecommunication system includes the:	6%	12%	82%	1
	Telecommunication System (cont.)	<ul style="list-style-type: none"> a) Telecommunication room marked SF14 on the Shared Facilities Plan; b) The computer electrical cables servicing the room; c) All cables which connect from the telecommunication room to those nodes where the cables become the responsibility of the respective member; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Lighting in the telecommunication room; f) Ventilation system for the telecommunication room; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. 				

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		<p>The telecommunication system excludes:</p> <p>a) The telecommunication components which are located inside each lot which are for the exclusive use of a member, an owner or an occupier.</p>				
SF15	Cold Water Service	<p>The cold water supply throughout the building is through a network of pipe reticulation, including metering and booster pumps. The cold water supply system includes:</p> <p>a) The domestic pumps and hydraulic pipes which exclusively service shared facilities and more than one strata scheme or lot (or a combination of both).</p> <p>It does not include any hydraulic pipes which are for the exclusive use of a member, owner or occupier;</p> <p>b) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; and</p> <p>c) Any service apparatus required to operate the shared facility.</p>	6%	12%	82%	1
	Cold Water Service (cont.)					

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		<p>Separate meters measure individual member's water consumption.</p> <p>Each member must pay for its own cold water supply for its lot past the point of independent building metering for its building.</p>				
SF16	Air Conditioning Units	<p>This shared facility is located on the roof of the building and marked SF16 on the Shared Facilities Plan. This shared facility includes:</p> <ul style="list-style-type: none"> a) Condenser / compressor units; b) Refrigerant pipes; c) Electrical wiring; d) Drainage pipes; e) Cabling support trays and ducting within the residential stratum lot; f) Service apparatus required to operate the shared facility; g) Access to the shared facility; and h) Costs associated with the operation, maintenance and replacement of the air conditioning units. 	0%	100%	0%	4

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SF17	Commercial Exhaust Risers	<p>This shared facility includes:</p> <ul style="list-style-type: none"> a) The fans, exhaust system and ducting to convey exhaust fumes and air from the commercial lots and Shared Facilities benefiting the retail lots through the risers marked as SF17 on the roof on the Shared Facilities Plan; b) The service apparatus required to operate this shared facility; c) The maintenance of and when necessary the replacement of, all of the components of the shared facility; d) All of the consumables including electricity, required to operate the shared facility; e) Access to the shared facility for maintenance purposes; f) All costs incurred to operate the shared facility as well as the costs associated with the compliance and the obligations of this shared facility; and g) Access to the shared facility for operational and maintenance matters. 	100%	0%	0%	3
SF18	Water Consumption by Shared Facilities	<p>This shared facility includes the cost of the water consumption of the shared facilities where such a facility does not have their own separate water metering system.</p>	6%	12%	82%	1

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		This Shared Facility does not include the water consumption of those facilities which are for the exclusive benefit of an individual member, owner or occupier.				
SF19	Fire Control System	<p>The fire control system is an integrated system located throughout the building generally. This shared facility includes, without limitation, each of the following items:</p> <ul style="list-style-type: none"> a) The fire control room shown as SF19 on the Shared Facilities Plan and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The fire hydrant and sprinkler booster assembly marked SF19 on the Shared Facilities Plan; d) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; e) The sprinkler water tank marked as SF19 on the Shared Facilities Plan; 	6%	12%	82%	1
	Fire Control System (cont.)	<ul style="list-style-type: none"> f) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; g) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; h) Emergency lighting and sound system including all light fittings, batteries and other components forming part of the emergency lighting system; 				

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		<p>i) Fire indicator panels located on and mimic panels together with their associated electrical components servicing the sprinkler valve room;</p> <p>j) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety;</p> <p>k) Stair pressurisation system;</p> <p>l) All costs associated with obtaining fire safety certification and fire safety statements; and</p> <p>m) The service apparatus required to operate the facility.</p> <p>The fire system does not include:</p> <p>a) Additional fire safety equipment or services installed by a member, owner or occupier.</p>				
SF20	Fire Stairs	<p>The fire stairs are marked SF20 on the Shared Facilities Plan and includes:</p> <p>a) The stairs and egress corridors;</p> <p>b) Access to the shared facility;</p> <p>c) Costs and access associated with the operation, maintenance and replacement of the shared facility; and</p> <p>d) The service apparatus required to operate the facility.</p>	6%	12%	82%	1

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SF21	Security Services Security Services (cont.)	<p>Security services generally include all security items giving access to the shared facilities and vehicular access into the car park levels of the lots.</p> <p>Security services include:</p> <p>a) Security guards contracted by the Committee to provide manned security services and patrols for the lots;</p> <p>82</p> <p>b) Security keys (and equipment for encoding security keys);</p> <p>83</p> <p>c) Security cameras in shared facilities only;</p> <p>84</p> <p>d) Security equipment such as computers and monitors in the room marked SF21 on the Shared Facilities Plan as well as mounted security cameras on common property or on shared facilities;</p> <p>85</p> <p>e) The security access card reader located at the entrance to the car park and car lifts;</p> <p>86</p> <p>f) Costs and access associated with the operation, maintenance and replacement of the shared facility;</p> <p>87</p> <p>g) Access to the shared facility for operational and maintenance matters; and</p>	6%	12%	82%	1
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		88				
SF22	Signage	<p>h) Service apparatus required to operate the shared facility.</p> <p>This shared facility is any directional signage associated with access to the car park, lane ways, communal facilities and other shared facilities and includes:</p> <p>a) Cost of maintaining, repairing and replacing the directional signage within the building; and</p> <p>b) The service apparatus required to operate the facility.</p> <p>This shared facility does not include signage installed for the exclusive use of a lot or signage for any other purpose than noted above.</p>	6%	12%	82%	1
SF23-1	Retail Waste Storage Room	<p>The retail waste storage room shared facility is located on ground level 1 and is marked SF23-1 on the Shared Facilities Plan. It is used for the storage of waste generated from Lot 1. The facility includes:</p> <p>a) The storage of waste in receptacles provided by Lot 1;</p> <p>b) Costs and access associated with the operation, maintenance and replacement of the shared</p>	100%	0%	0%	4

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		<p>facility except the waste receptacles;</p> <p>c) The associated exhaust system; and</p> <p>d) The service apparatus required to operate the shared facility.</p>				
SF23-2	Commercial Waste Storage Room	<p>The commercial waste storage room shared facility is located on ground level and is marked SF23-2 on the Shared Facilities Plan. It is used for the storage of waste generated from Lot 2. The facility includes:</p> <p>a) The storage of waste in receptacles provides by Lot 2;</p> <p>b) Costs and access associated with the operation, maintenance and replacement of the shared facility including the waste receptacles;</p> <p>c) The associated exhaust system which extends to the roof of the building; and</p> <p>d) The service apparatus required to operate the shared facility.</p>	0%	100%	0%	4
SF23-3	Residential Waste Storage Room Residential Waste Storage Room (cont.)	<p>The residential waste storage rooms shared facility is located on ground level and is marked SF23-3 on the Shared Facilities Plan. It is used for the storage of waste generated from Lot 3 as well as being the bin holding area on collection day for Lots 1 and 3. The facility includes:</p> <p>a) The storage of waste in receptacles provided by Lot 3;</p> <p>b) Costs and access associated with the operation, maintenance and replacement of the shared facility including the waste receptacles;</p> <p>c) The associated exhaust system which extends to the roof of the building; and</p> <p>d) The service apparatus required to operate the</p>	0%	0%	100%	4

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		shared facility.				
SF24-1	Residential Waste Removal	<p>This facility is for the removal of waste from parts of Lot 3. The facility includes:</p> <p>a) The use of the corridors and loading dock to transport waste out of the building;</p> <p>b) Costs and access associated with the operation, maintenance and replacement of the shared facility;</p> <p>c) The service apparatus required to operate the shared facility; and</p> <p>d) The Building Management Committee will manage this shared facility in accordance with the approved Waste Management Plan prepared by Elephants Foot Recycling Solutions.</p>	0%	0%	100%	4
SF24-2	Commercial and Retail Waste Removal	<p>This facility is for the removal of waste from Lots 1 and 2. The facility includes:</p> <p>a) The use of the corridors and loading dock to transport waste out of the building;</p> <p>b) Costs and access associated with the operation, maintenance and replacement of the shared facility;</p> <p>c) The service apparatus required to operate the shared facility; and</p> <p>d) The Building Management Committee will manage this shared facility in accordance with the approved Waste Management Plan prepared by Elephants Foot Recycling Solutions.</p>	91%	9%	0%	6
SF25	Grease Arrestor Grease Arrestor (cont.)	<p>The grease arrestor is located on basement level 1 marked SF25 on the Shared Facilities Plan. The grease arrestor is for the exclusive use of Lot 1.</p> <p>The shared facility includes:</p>	100%	0%	0%	4

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		<ul style="list-style-type: none"> a) Water consumption of the grease arrestor; b) Ventilation ducting to the roof, which is for the exclusive use of the grease arrestor and any associated taps and / or mechanical services; c) Clearing of the grease arrestor and any leakages from the grease arrestor; d) Access to the shared facility for operational and maintenance matters; and e) Service apparatus required to operate the shared facility. 				
SF26	Consultant's Fees	<p>This shared service includes consultant's costs including, without limitation:</p> <ul style="list-style-type: none"> a) Consultant's fees incurred by the Committee; b) Preparation of a capital works fund forecast report; and c) Preparation of WHS audit report and any other reports required by the Committee. 	6%	12%	82%	1
SF27	Pest Control	<p>This shared facility includes:</p> <ul style="list-style-type: none"> a) Regular inspections of shared facilities for pest infestations; and b) Treatment of shared facilities for pests (including preventative treatments). 	6%	12%	82%	1
SF28	Car Charging Station	The car charging station is	50%	50%	0%	5

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	Car Charging Station (cont.)	<p>located on ground floor level and marked SF28 on the Shared Facilities Plan. The facility includes:</p> <p>a) The electrical infrastructure to operate the facility;</p> <p>95</p> <p>b) The Building Management Committee may allocate additional charging stations;</p> <p>96</p> <p>97</p> <p>c) Cost of operation and maintenance of the charging station excluding the actual charging cost; and</p> <p>d) Any service apparatus required to operate the shared facility.</p>				
SF29	Walkway Landscaped Area	<p>The walkway landscaped area is part of the walls and ceiling of the ground floor area of Lot 1 shown as SF29 on the Shared Facilities Plan. It includes all landscaping infrastructure and structure to support and operate the shared facility.</p> <p>The costs for this shared facility include, but are not limited to, the costs for:</p> <p>a) Maintaining, repairing and servicing the landscaping;</p> <p>b) Service agreements between landscaping agents,</p>	6%	12%	82%	1

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		companies and service landscaping providers; c) Servicing, maintaining, repairing and replacing the irrigation system; d) Capital expenditure to the landscaping area; and e) The service apparatus required to operate the shared facility.				
SF30	Gym and Pool Area	This shared facility is located on level 3 and is marked SF30 on the Shared Facilities Plan. It includes: a) Swimming pool; b) Gymnasium; c) Function room; d) Lockers and change rooms; e) Showers; f) Toilets; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the shared facility.	0%	25%	75%	5
	Gym and Pool Area (cont.)					

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		Occupiers of the commercial stratum lot can use the shared facility between the hours of 6:00am and 7:00pm – Monday to Friday.				
SF31	Cleaning	This shared facility includes all costs incurred by the Management Committee to clean all shared facilities identified in this schedule. This shared facility excludes the cleaning of the external areas of building.	6%	12%	82%	1
SF32	Electricity Consumption by Shared Facilities	This shared facility includes the cost of the electrical consumption of the shared facilities where such a facility does not have their own separate electrical metering system. This shared facility does not include the electricity consumption of those facilities which are for the exclusive benefit of an individual member, owner or occupier.	6%	12%	82%	1
SF33	Accounting, Audits and Taxation Fees	This shared service includes the costs for accounting, auditing and taxation advice by a qualified accountant and / or auditor appointed by the Committee according to this Management Statement. It includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by	6%	12%	82%	1

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		law), lodgement of annual tax return and electronic access.				
SF34	Legal Fees	This shared service includes legal fees incurred by the Committee.	6%	12%	82%	1

(i) Method 1

The proportion of the floor area of each Stratum Lot in relation to the total floor area of the Stratum Lots.

(ii) Method 2

The relative proportion of the number of equivalent car parking spaces allocated to each Stratum Lot in accordance with Development Consent No. 1395/2016/JP.

(iii) Method 3

Proportion based on the relative replacement cost value of each Stratum Lot as required by the Strata Schemes Management Act 2015.

(iv) Method 4


The Shared Facility is for the exclusive benefit of a Stratum Lot.

(v) Method 5

The estimated proportional usage of the Shared Facility by those benefited members.

(vi) Method 6

The proportion of waste generated from each stratum lot as quoted in the relevant waste management plan.

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Schedule 2 Architectural Code

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STRATA MANAGEMENT STATEMENT

Schedule C - Architectural Code

Part 1

Introduction

1 Overview

1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling Building Works and the External Appearance of Esplanade are:


- (a) to preserve the design integrity and architectural quality of Esplanade;
- (b) to recognise the different requirements of the main and separate components of Esplanade, while having proper regard to the common interest of all Members, Owners and Occupiers;
- (c) to maintain the high aesthetic standards that make Esplanade such an attractive and desirable place in which to live or operate a business; and
- (d) to uphold property values for Owners.

1.2 What does the Architectural Code regulate?

The Architectural Code regulates Architectural Works and Building Works. It contains requirements about things like:

- (a) the External Appearance of Esplanade;
- (b) works which you may carry out without consent from the Committee or your Owners Corporation;
- (c) works which you may not carry out without consent from the Committee or your Owners Corporation;
- (d) acoustic requirements and noise control; and
- (e) works which you cannot carry out.

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1.3 Disputes

The dispute resolution provisions in the Strata Management Statement apply to the Architectural Code and to approvals granted or refused under it.

1.4 Easements

Despite anything to the contrary in this management statement the Strata Management Statement or the Architectural Code, you do not need to obtain approval from the Committee to carry out works Building Works or other works or do anything which you are entitled to do under the Easements.

2 Who must comply with the Architectural Code?

2.1 Members, Owners and Occupiers who must by the Architectural Code

You must comply with the Architectural Code if you are a Member, an Owner or an Occupier (except for those who are exempt under clause 15 ("Architectural Compliance") of the Strata Management Statement this management statement).

2.2 Interpreting this Architectural Code

In this Architectural Code, references to a Member, Owner or Occupier mean only a Member, Owner or Occupier who is required to comply with the Architectural Code under the Strata Management Statement (unless the contrary intention is expressed).

2.3 The Developer

Despite anything to the contrary in the Architectural Code, the Strata Management Statement exempts the Developer from having to comply with the Architectural Code. For example, the Architectural Code does not apply to Development Works and Selling Activities carried out by the Developer.

3 Strata Management Statement and By-Laws

3.1 Inconsistencies with this the Strata Management Statement


If there is an inconsistency between a clause in this the Strata Management Statement and the Architectural Code, the clause in the Strata Management Statement prevails.

3.2 Inconsistencies with By-Laws

If there is an inconsistency between a By-Law and the Architectural Code, the relevant Owners Corporation must amend the By-Law to make it consistent with the Architectural Code.


4 Where to get more information

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Contact the Strata Manager or Facilities Manager if you need information about the Architectural Code or if you are unsure about whether you need consent to carry out work.

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ESPLANADE STRATA MANAGEMENT STATEMENT

Part 2

Architectural Standards and Architectural Works

5 Objectives

5.1 Architectural Standards

The purpose of the Architectural Standards is to ensure that Members, Owners and Occupiers do not place, install or retain anything in Esplanade:

- (a) which is not in conformity with the appearance of Esplanade; or
- (b) which, in the opinion of the Committee acting reasonably, affects the External Appearance of Esplanade.

This is achieved by setting parameters in the Architectural Standards for items like window coverings, Balcony furniture and other items that are visible from outside buildings in Esplanade.

5.2 Architectural Works


You must apply to the Committee for consent to carry out Architectural Works. Architectural Works are anything:

- (a) for which the Architectural Standards in this Part 2 require you to obtain consent;
- (b) which affect the architectural integrity of Esplanade and are not approved under the Architectural Standards;
- (c) which otherwise changes the External Appearance of Esplanade; or
- (d) which are not Building Works; or
- (e) referred to in clauses 6 to 13 below.

5.3 Differences to the Building Standards

The Architectural Standards are different to the Building Standards. The Architectural Standards are primarily concerned with the External Appearance of Esplanade and changes that may be made to the External Appearance without affecting structures or services. For example, the Architectural Standards deal with the installation of curtains and other window coverings in

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a Residential Lot or a Commercial Lot. The Building Standards, on the other hand, are concerned with alterations to the buildings, structures and services.

6 General requirements

6.1 Owners Corporations

An Owners Corporation must obtain consent from the Committee to place, install or retain anything in its Common Property:

- (a) that is not in conformity with the External Appearance of Esplanade; or
- (b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Esplanade.

6.2 Retail Lots and Commercial Lots

If you are the Owner or Occupier of a Residential Lot or a Commercial Lot, you must not place, install or retain anything on your Balcony or in a part of your Residential Lot or Commercial Lot visible from the outside of your Strata Scheme:

- (a) that is not in conformity with the Architectural Code; or
- (b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Esplanade.

6.3 Powers of the Committee

The Committee has the power to require you or your Owners Corporation to remove an item you have placed, installed or retained that alters the appearance of Esplanade if, in the opinion of the Committee acting reasonably, the item:

- (a) is not in conformity with the Architectural Code; or
- (b) is not in conformity with the External Appearance of Esplanade; or
- (c) affects the External Appearance of Esplanade.


7 Window coverings and blinds

7.1 The need for a co-ordinated approach

The Committee must adopt a co-ordinated approach to the installation of curtain linings or any treatment to the insides of windows and doors, particularly in Residential Lots and Commercial Lots.

7.2 Curtains, blinds and other window coverings in Retail Lots

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If you are the Owner or Occupier of a Retail Lot, you:

- (a) may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Residential Lot provided they have an appearance from outside the Residential Lot that is cream or off-white; and
- (b) must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.2(a). Curtain linings or sheers are an acceptable method of achieving this (provided they comply with the colours in this clause 7.2(a)).

7.3 Curtains, blinds and other window coverings in the Commercial Lots

If you are the Owner or Occupier of a Commercial Lot, you may install curtains, blinds, louvres, shutters and other window coverings in your Commercial Lot provided that they are:

- (a) in conformity with the appearance of Esplanade and have an appearance from outside the Commercial Lot that is cream or off-white; and
- (b) of a quality commensurate to the quality of Esplanade.

7.4 Curtains, blinds and other window coverings in Common Property

If you are an Owners Corporation:

- (a) you may install curtains, blinds, louvres, shutters and other window and door treatments in the Common Property of your Strata Scheme provided they have an appearance from outside the Strata Scheme which is cream or off-white; and
- (b) you must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.4(a).


7.5 Sun shades

You must have consent from the Committee to install a sun shade, sun blind, awning or other sun shading device:

- (a) in your Residential Lot or Commercial Lot; or
- (b) if you are an Owners Corporation, in your Strata Scheme.

7.6 Window treatments

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Subject to clause 7.7, you must have consent from the Committee to place solar film or similar treatments on the internal or external surface of glass windows or doors:

- (a) in your Residential Lot or Commercial Lot; or
- (b) if you are an Owners Corporation, in your Strata Scheme.

Any window treatment to your glass windows or doors must be maintained in good condition.

7.7 Window treatments for Commercial Lots

- (a) Window treatments for Commercial Lots must:
 - (i) be of high quality materials; and
 - (ii) incorporate a form of display into the shopfront (where possible).
- (b) The window treatments for Commercial Lots do not need to be consistent and may be tailored to suit the business and other activities carried out by the Owner or Occupier of the Commercial Lot. Any proposal for a Commercial Lot shop front treatment or display must be consented to by the Committee generally.

8 Colour schemes and paint work

8.1 Your obligations

- (a) You must have consent from the Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface or item in your Residential Lot or Common Property if the proposed colour or surface changes or is not in keeping with the External Appearance of Esplanade. This clause does not apply to the Commercial Lots.
- (b) If you are the Owner or Occupier of a Commercial Lot, you must have consent from the Committee to alter the colour of the ceiling or any bulkhead visible from outside Common Property or Esplanade. The Committee will generally consent to a change if it is in keeping with the design and colour scheme of with the ground floor external areas of Esplanade.


9 External lighting

9.1 Your obligations

You must have consent from the Committee to change the existing exterior lighting in your Retail Lot, Commercial Lot or Common Property.

10 External finishes

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10.1 Your obligations

Subject to clause 11 ("Commercial Shared Facilities"), you must have consent from the Committee and Council to change the existing exterior balustrade, flooring or fittings in your Retail Lot, Commercial Lot or Common Property.

11 Signage


11.1 Signs on Common Property

An Owners Corporation must have consent from the Committee to erect a sign on Common Property (other than a Strata Scheme notice board as required under the Management Act).

11.2 Signs in Commercial Lots

- (a) The Owner or Occupier of a Commercial Lot may erect a sign or shopfront display in your Commercial Lot provided that it complies with the following guidelines:
- (i) signage and display to be designed by a professional signage consultant with appropriate Separate experience;
 - (ii) signage above the frontage entry doors may occupy up to 25% of the area around the entrance;
 - (iii) total area of signage and shopfront displays not to exceed 10% of the total glazed frontage to the Commercial Lot (being frontage to the Open Space Areas or);
 - (iv) all 3-dimensional signs must be placed inside glazed frontage;
 - (v) no signs or displays are permitted on the external surface of the glazed frontage;
 - (vi) lettering or symbols incorporated in illuminated signage must be 3-dimensional;
 - (vii) no signs are permitted to the internal or external surface of glazing that faces onto the External Courtyard Space (being Shared Facility SF17);
 - (viii) no flat box signs are permitted.
- (b) Illuminated signs must be switched off during hours determined by the Committee (acting reasonably).
- (c) The Owner or Occupier of a Commercial Lot must have consent from the Committee generally to erect a sign or shopfront display in your Commercial Lot which does not comply with the guidelines set out in clause 11.2(a) above.

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ESPLANADE STRATA MANAGEMENT STATEMENT

Part 3

Building Standards and Building Works

12 Objectives

12.1 Building Standards

The Building Standards are designed to maintain the architectural, structural and fire integrity of Esplanade. The purposes of the Building Standards are:

- (a) to maintain the External Appearance of Esplanade;
- (b) to ensure that Building Works are co-ordinated and consistent throughout Esplanade; and
- (c) to prevent damage to structures and services in Esplanade.

12.2 When do you need consent to carry out work?

You must apply to the Committee or, where applicable, your Owners Corporation for consent to carry out Building Works. Building Works are all works that affect Shared Facilities, Common Property, a Residential Lot or Commercial Lot:


- (a) that are not approved under the Building Standards in this Part 3;
- (b) that affect the External Appearance of Esplanade;
- (c) that the Building Standards in this Part 3 require you to obtain consent; or
- (d) that are not Architectural Works.

12.3 Types of Building Works

There are 3 types of Building Works that regulate works may be carried out in Esplanade. They are:

- (a) Common Property Building Works. See clause 13 ("Common Property Building Works");
- (b) External Appearance Building Works. See clause 14 ("External Appearance Building Works"); and

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- (c) Shared Facility Building Works. See clause 15 ("Shared Facilities Building Works").

12.4 Who grants consent?

The consent that you must have before you carry out Building Works depends on the type of work you propose to do. In summary, you must have consent from:

- (a) your Owners Corporation (if applicable) to carry out Common Property Building Works;
- (b) the Committee to carry out External Appearance Building Works; and
- (c) the Committee to carry out Shared Facility Building Works.

13 Common Property Building Works

13.1 Definition

Subject to this clause 13, Common Property Building Works are all works in a Residential Lot, Commercial Lot or Common Property that affect Common Property building structures or services in a Strata Scheme. Common Property Building Works do not include works that are External Appearance Building Works or works that are Shared Facilities Building Works.

13.2 What is Common Property?

Common Property in a Strata Scheme includes:

- (a) the boundaries of an Residential Lot or Commercial Lot;
- (b) common areas in the Strata Scheme, such as corridors and walkways which are generally accessible to Owners and Occupiers in the Strata Scheme.


For the purposes of the Architectural Code, Common Property does not include Shared Facilities or other items which, if altered, would affect the External Appearance of Esplanade. As these items affect all of Esplanade, the Committee will control alterations to them under this part of the Architectural Code.

13.3 Common Property in a Retail Lot

The Common Property boundaries of a Residential Lot or Commercial Lot are usually the boundary walls (e.g. a wall between 2 Residential Lots), the floor and the ceiling of the Residential Lot or Commercial Lot. Important points to note in this regard are:

- (a) the door onto the Balcony of an Residential Lot or Commercial Lot will generally be Common Property; and

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(b) a "wall" includes a window or door in the wall.

13.4 When is consent necessary?

Subject to clause 13.5 ("When is consent not necessary?"), you must obtain consent from your Owners Corporation before you carry out Common Property Building Works. Examples of when you will require consent are where you propose to:

- (a) alter the existing materials in the floor of your Residential Lot or Commercial Lot;
- (b) install a security system in your Residential Lot or Commercial Lot if any part of the system will be located in or attached to Common Property (eg in the ceiling of your Residential Lot); and
- (c) relocate or install new pipes, wires, cables or ducts in the boundary walls, floor or ceiling of your Residential Lot or Commercial Lot.

13.5 When is consent not necessary?

You do not need consent from your Owners Corporation or the Committee to carry out Common Property Building Works if the proposed works are:

- (a) minor fit out works inside your Residential Lot or Commercial Lot;
- (b) works or alterations to the interior of Common Property walls enclosing your Residential Lot or Commercial Lot (e.g. hanging pictures or attaching items to a Common Property wall).

14 External Appearance Building Works

14.1 Your obligations

You must obtain consent from the Committee before you carry out External Appearance Building Works.


14.2 Definition

Subject to this clause 14.2, External Appearance Building Works are all works in Common Property, Shared Facilities, an Residential Lot or Commercial Lot that affect (or will affect) the External Appearance of Esplanade. External Appearance Building Works do not include works which are Common Property Building Works or Shared Facilities Building Works.

14.3 What is the External Appearance?

The External Appearance of Esplanade is the appearance of any external surface of a Strata Scheme, a Residential Lot, Commercial Lot, the Separate Area that is visible from outside the Strata Scheme, Residential Lot, Commercial Lot or Separate Area.

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15 Shared Facilities Building Works

15.1 Your obligations

You must obtain consent from the Committee before you carry out Shared Facilities Building Works.

15.2 Definition

Subject to this clause 15.2, Shared Facilities Building Works are:

- (a) all works that affect Shared Facilities;
- (b) works in a Residential Lot or Commercial Lot that affect another component of Esplanade; and
- (c) works in Common Property that affect another component in Esplanade.

Shared Facilities Building Works do not include works that are Common Property Building Works or External Appearance Building Works.

16 Installing security devices

16.1 When is consent necessary?

Subject to this clause 16.1, you must have consent from the Committee to install security devices including, without limitation, security doors or windows, screens grilles, alarms or locks.

16.2 Security doors and windows


Subject to this clause 16.2, the Committee will generally consent to an application to install a security door or window in a Residential Lot, Commercial Lot or Common Property if:

- (a) the door or window is finished in:
 - (i) a colour that matches the existing door or window frame; or
 - (ii) a cream or off white colour for an Residential Lot; and
- (b) the security door or window matches the full size of the existing door or window and does not detract from or dominate the existing detail. The Committee will generally not consent to the installation of a security door to the entry door to a Residential Lot or Commercial Lot.

16.3 Alarms

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

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- (a) the alarm is a "back to base" facility;
- (b) the alarm is silent;
- (c) the alarm does not have flashing lights;
- (d) the installation is not attached to or does not interfere with Common Property (e.g. is not attached to the ceiling of the Balcony of your Residential Lot or Commercial Lot); and
- (e) the installation is not attached to or does not interfere with a Shared Facility.

16.4 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with:

- (a) Common Property in your Strata Scheme, you must have consent from your Owners Corporation before you install the alarm; or
- (b) a Shared Facility, you must obtain consent from the Committee before you install the alarm.

16.5 Other security devices

You must have consent from the Committee to install any type of security device not contemplated by this clause 16.5. The Committee will generally consent to the installation of other security devices if:

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


17 Procedures to enclose a Carspace

17.1 What are the procedures?

You must have consent from Council and the Committee to enclose a Carspace. The Committee will not consent to the enclosure of a Carspace unless:

- (a) the enclosure takes place wholly within the Carspace;
- (b) the enclosure complies with the current car parking requirements of Council;
- (c) you have consent of the adjoining Carspace owner;
- (d) the enclosure is on the centre line between the Carspace and an adjoining Carspace;

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- (e) all fire sprinklers, fire control, smoke exhaust ventilation and other services affected by the enclosure are dealt with to the satisfaction of the Committee;
- (f) you obtain consent from your Owners Corporation; and
- (g) if you are an Occupier, you obtain consent from the Owner of your Retail Lot or Commercial Lot.

18 Some prohibitions

You must not:

- (a) install a solid fuel burning appliance in Esplanade;
- (b) install a mounted air conditioning unit on the Balcony of a Residential , Commercial Lot or on Common Property;
- (c) enclose the Balcony of an Residential Lot or Commercial Lot;
- (d) hang clothes, laundry, bedding or similar items on your Balcony or in any area that is visible from outside a component in Esplanade; or
- (e) attach or hang an aerial, security device or wires outside a component in Esplanade.

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ESPLANADE STRATA MANAGEMENT STATEMENT

Part 4

Acoustic Standards

19 Objectives

19.1 Acoustic Standards

The purpose of the Acoustic Standards is to maintain acceptable levels and duration of noise transmission between the various components of Esplanade.

19.2 Your obligations

It is important that you attempt to minimise noise you create which might interfere with your neighbours. To achieve this, the Acoustic Standards provide controls about important issues like holding parties and playing musical instruments.

19.3 How do the Acoustic Standards work?

The requirements in the Acoustic Standards are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 20.4 ("Playing musical instruments") you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

20 General requirements


20.1 Noise which affects your neighbours

Subject to the Acoustic Standards, you must not make noise which might unreasonably interfere with the use and enjoyment by another Member, Owner or Occupier of their Residential Lot, Commercial Lot or Common Property.

20.2 Equipment and machinery

You must ensure that equipment and machinery in your Residential Lot, Commercial Lot, Common Property does not cause vibrations or noise in another part of Esplanade (e.g. tread mills, weight machines or washing machines).

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20.3 Using power tools

Subject to any conditions which apply when you carry out Building Works, you may use power tools (eg impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.


20.4 Playing musical instruments

Subject to the Acoustic Standards, you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. You must not play or rehearse on percussion instruments.

20.5 Playing music

Subject to the Architectural Standards and, in particular, clause 5 ("Objectives") and this clause 20.5, you must not play live or other music that exceeds 65dB(A) at the boundary of your Strata Scheme after 11.00pm (or another hour reasonably determined by the Committee).

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ESPLANADE STRATA MANAGEMENT STATEMENT

Part 5

The approval process and carrying out work

21 Application process

21.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with your application under the Architectural Code.

21.2 What information must you include in your application?

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


- (a) be in writing;
- (b) include the plans, drawings and other documents specified by the Committee according to this clause 21.2 for the type of works for which you are seeking approval; and
- (c) include enough information to give the Committee and an Owners Corporation enough information to make a decision about your application. However, the Committee or an Owners Corporation may:
- (d) require you to submit additional plans, diagrams or other information which it has not specified according to clause 21.2 to assist in the decision making process; and
- (e) waive the requirements it makes under clause 21.2 about the plans, diagrams and other information which you must submit with your application.

21.3 Lodging your application

You must address your application to the Strata Manager or the strata manager of your Owners Corporation (depending on who must give consent to the application).

21.4 Discretion

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Subject to any Standing Approvals, the Committee and an Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

21.5 Appointing consultants

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

21.6 Appointing an expert

- (a) If an application to carry out Architectural Works is made under any clause of this Architectural Code, and will (or is likely to):
- (i) impact on the appearance of areas used by visitors and Commercial Lots; or
 - (ii) impact on the External Appearance of Esplanade as viewed by visitors and residents entering and exiting the Residential Lots or Commercial Lots

and the Commercial Lot or Residential Lot either does not approve of the application or votes against the Committee granting approval to the application at a Meeting or Emergency Meeting, the Committee may refer the application for expert determination.

- (b) Any expert determination under this clause will proceed in accordance with clauses 5.5 ("Expert Decision") to 5.9 ("Pre-Condition") of the Strata Management Statement except that:
- (i) the expert must have requisite expertise in design or architecture to act as an expert and review and make a determination about the application;
 - (ii) the expert to be appointed must be approved by the Committee.


21.7 Paying the costs for a consultant

The Committee or an Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 21.

21.8 Time frame for making a decision

Subject to this clause 21, the Committee or an Owners Corporation must review and make a decision about an application within 1 month after receiving the application (or another period agreed between the parties).

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

If the Committee or an Owners Corporation appoint a consultant to review and make recommendations about an application, the Committee or Owners Corporation must make a decision about the application within one month after the consultant makes a recommendation to the Committee or the Owners Corporation (or another period agreed between the parties).

21.10 Notifying the applicant of a decision

The Committee and an Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must:

- (a) clearly describe any conditions which attach to the approval; and
- (b) if the application is not approved, explain in detail the reasons for the decision.

22 Approval process

22.1 Standing Approvals by the Committee

The Committee has the power to make Standing Approvals to approve certain works or actions under the Architectural Code.

22.2 Standing approvals by an Owners Corporation

An Owners Corporation has the power to make Standing Approvals to approve certain works to Common Property in its Strata Scheme if the works are Common Property building Works.

22.3 Conditional approvals

The Committee and an Owners Corporation may make conditions if they approve an application. The conditions may include, without limitation:


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

22.4 Revoking approval

The Committee and an Owners Corporation may revoke their approval if an applicant you does not comply with the conditions for the approval.

22.5 Approvals from Council and Government Agencies

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You must obtain all necessary approvals from Council and relevant Government Agencies before you carry out any works under the Architectural Code. This includes works for which the Committee or an Owners Corporation has created a Standing Approval.

22.6 When can you apply for consent from Council?

Subject to this clause 22, you may apply for approval from Council or a Government Agency to carry out works under the Architectural Code only after you have obtained approval from the Committee and your Owners Corporation (as appropriate).

22.7 Approving applications to Council and Government Agencies

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

23 Additional obligations for Owners Corporation

23.1 Notice of approvals

An Owners Corporation must promptly:

- (a) advise the Committee in writing when it grants consent to an Owner or Occupier to carry out works under its By-Laws or the Architectural Code; and
- (b) provide the Committee with a copy of the application by the Owner or Occupier to carry out works and the consent given by the Owners Corporation.

23.2 Notice of works on Common Property

An Owners Corporation must promptly:

- (a) advise the Committee in writing when the Owners Corporation carries out works in its Common Property (which are not the subject of an application under the Architectural Code); and
- (b) provide the Committee with details of the works carried out.


24 Procedures for carrying out work

24.1 Procedures before you carry out work

Before you carry out works under the Architectural Code, you must:

- (a) arrange with the Committee and, where appropriate, your Owners Corporation a suitable time and means by which to access the area in which you will carry out the work;

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- (b) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which you must access Esplanade to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Committee and your Owners Corporation about the times and means by which they must access Esplanade to carry out the work.

24.2 Procedures when you carry out work

When you carry out work under the Architectural Code, you must:

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

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ESPLANADE STRATA MANAGEMENT STATEMENT

Part 6

Fit Out Guide

25 Alterations & Fit-Outs

25.1 What Must Be Submitted?

Plans for *any* alterations, additions and/or fit-outs to be carried out within a Commercial Lot must be submitted to the Owners Corporation via the Building Manager for approval *prior* to the commencement of *any* works. Fit-Outs and Renovations Form (Application 1) is to be completed and given to the Facilities Manager.

The design of a fit-out must be in keeping with the standards and concepts of Esplanade and the Architectural Code

Where appropriate a copy of Fire Safety Certificate must be provided.


Applications for Construction Certificates and Development Applications to Council require approval by the Owners Corporation. The particular DA, CDC or CC being lodged with the appropriate certifying authority must be submitted to the Building Manager for the approval of the Owners Corporation.

25.2 What is Available?

The following documentation is available from the Building Manager to assist with preparation of plans:

- Floor plans
- Reflected ceiling plans detailing the lighting layout
- Mechanical air conditioning duct layout and base design criteria
- Sprinkler and fire services layout
- Finish specifications: ceilings and bulkheads; carpets; walls
- Design standards including: floor loadings; lift capacities; wall to window mullions; electrical and communication cabling.

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25.3 Requirements When Works are Approved

Once fit-out works are approved the Building Manager must be consulted and informed of the work schedule.

All contractors will be required to sign a Contractors On-site Form (Application 2) before commencing any work. This is not required in instances where a regular contractor of the Building is used.


Any contractors working within Esplanade *must*:

- be fully licensed;
- hold current \$20 Million Public Liability and Workers Compensation Insurance policies;
- operate within the Building's construction hours;
- comply with all areas of the *Work Health and Safety Act 2011* to ensure a safe working environment;
- take due care to avoid any damage to the Building, common areas and the lifts;
- maintain the worksite and common areas in clean condition at all times.

A contractor or workman that causes damage to Esplanade will be liable for the repair costs to correct the damage.

Any rubbish created by the contractor or workmen is to be removed by the contractor or workmen at their expense at regular intervals.

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Application 1

Esplanade

Fit-outs & Renovations Form

Regulations and Requirements

This Form is to be signed by Company Principal or authorised agent as acknowledgement of the conditions hereon.

As stated in this Fit-Out Guide any work carried out to any Commercial Lot or area within the boundaries of the Building must be fully approved by Management, Council and the Owners Corporation.

Plans of the fit-out or renovations must be submitted to and approved by Management as well as the relevant authorities **BEFORE ANY WORK IS COMMENCED.**

All changes to any areas must fully comply with Fire Safety requirements and all systems such as fire sprinklers and smoke detectors must be situated in the suite in such positions and configurations to fully comply with all Council and Fire Regulations and the Fire Safety Certificate at your expense.

No fit-out should be placed into any configuration where it will obstruct any required inspection access such as to fire dampers, air conditioning turn off valves or electrical switches.

All work carried out within the Building must be carried out within the building's construction work hours, and must be performed by competent tradespersons fully licensed in the field of work being carried out and fully insured for coverage of such work. A copy of the contractor's insurance status and work cover clearance will be required by the Building Manager before the contractor commences work.


Hence, copies of the following documentation are to be provided to the Building Manager:

- fit-out / renovation plans;
- DA / or Complying Development Certificate
- Fire Safety Certificate;
- contractors' insurance policies – public indemnity & workers compensation.

I HAVE FULLY READ AND UNDERSTAND THE ABOVE CONDITIONS AND AGREE TO ABIDE BY THOSE CONDITIONS, THE BY-LAWS AND ARCHITECTURAL CODE FOR ESPLANADE.

Name _____
Company Position _____


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Signature

Date

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Application 2

Esplanade


Contractors On-Site Form

Work initiated by <ul style="list-style-type: none"> • Individual's Name • Business Name • Suite No. • Contact No. 	
Contractor's details <ul style="list-style-type: none"> • Contact Name • Business Name • Contact No. 	
Contractor's Insurances <ul style="list-style-type: none"> • Policy Cover • Policy Number (copy attached)	
Area(s) to be accessed	
Description of work	
Date(s) and time to be on-site	

I undertake that in signing this Form *all* contractors

- are currently covered by Public Liability and Workers Compensation policies
- are operating within appropriate Australian Standards

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- will operate within the Building's construction work hours
- will comply with all areas of OH&S to ensure a safe working environment
- will take due care to avoid any damage to the building, its fixtures and lifts. (Any damage will be made good at the expense of the contractors)
- will maintain the cleanliness of the site (this includes daily removal of any resulting rubbish at the expense of the contractor) and understand that smoking is not permitted within the Building
- understand that deliveries are not allowed through the front foyer, that there is a loading dock with limited capacity. Parking is not available in the loading dock.

Name

Signature

Date

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Application 3

Esplanade

Checklist for Fit-outs


A. Prior to Fit-out

- 1 Make sure all essential services are not affected by your fit-out plans. These include sprinkler heads, smoke detectors, speakers and the positioning of fire exit signs, air-conditioning, and electrical wiring.
- 2 Ensure that the work to be undertaken will comply with the relevant Australian standards and that all contractors are fully licensed.
- 3 Submit / organise the following with Council:
 - DA;
 - your fit-out plans;
 - Construction Certificate (can also be from a private certifier).
- 4 Submit copies of the following to the Building Manager:
 - fit-out / renovation plans;
 - approved DA or Complying Development Certificate & Construction Certificate;
 - Fire Safety Certificate;
 - contractors' insurance policies – public indemnity & workers compensation;
 - signed Fit-out & Renovations Form;
 - the appropriate number of Contractor On-site Forms.
- 5 Prior to commencing work request that your Principal Contractor meet with the Building Manager. This will help to create a desired and smooth working relationship.

B. During Fit-out


- 1 Where possible the fit-out work should not be in view of passing residents or visitors of Commercial Lots or Residential Lots. For example, glass can be covered with suitable material such as plastic or paper so as to hide the work in progress.
- 2 The buildings construction work hours are to be adhered to.
- 3 No unnecessary noise is to be created disturbing the operation of existing businesses.

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- 4 During the fit-out all WH&S conditions must be complied with and the safe free flow of regular pedestrian traffic will not be hindered.
- 5 All common areas are to be fully protected and not damaged through the use of protective coverings to all floors and walls.
- 6 Any soiling of any common areas is to be immediately cleaned to management satisfaction.
- 7 Any rubbish is *not* to be stored in the garbage room or other areas of the building, and is to be removed daily by the contractor.
- 8 Give notice to the Building Manager for deliveries required for the fit-out.
Note that:
 - Heavy deliveries may incur additional assessment
 - After hours deliveries may require security guard supervision
 - Unauthorised deliveries will be turned away.
- 9 There is No Smoking in the Building.
- 10 No penetrations to fire rated areas shall be allowed without written approval.


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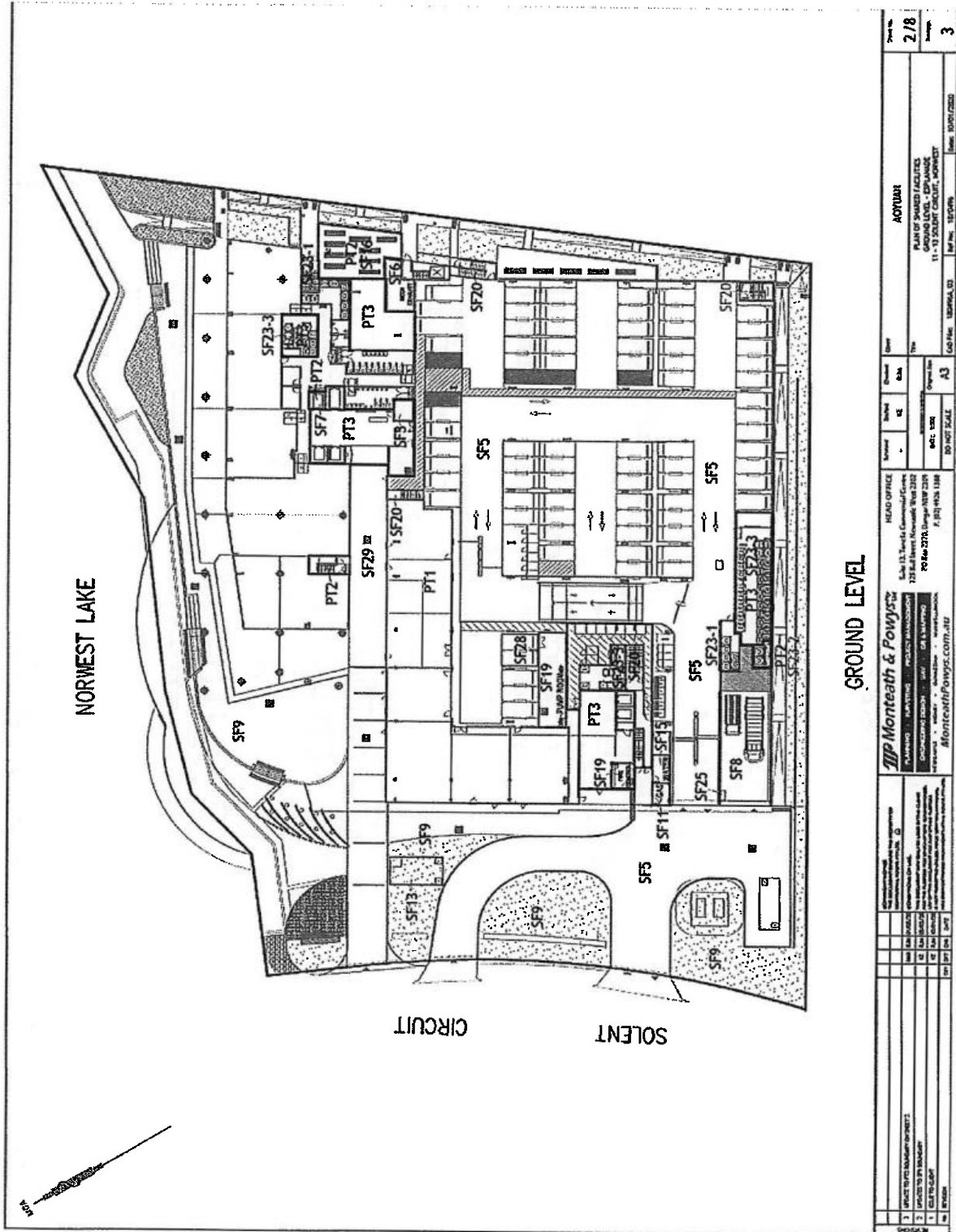
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Schedule 3

Shared Facilities Plan

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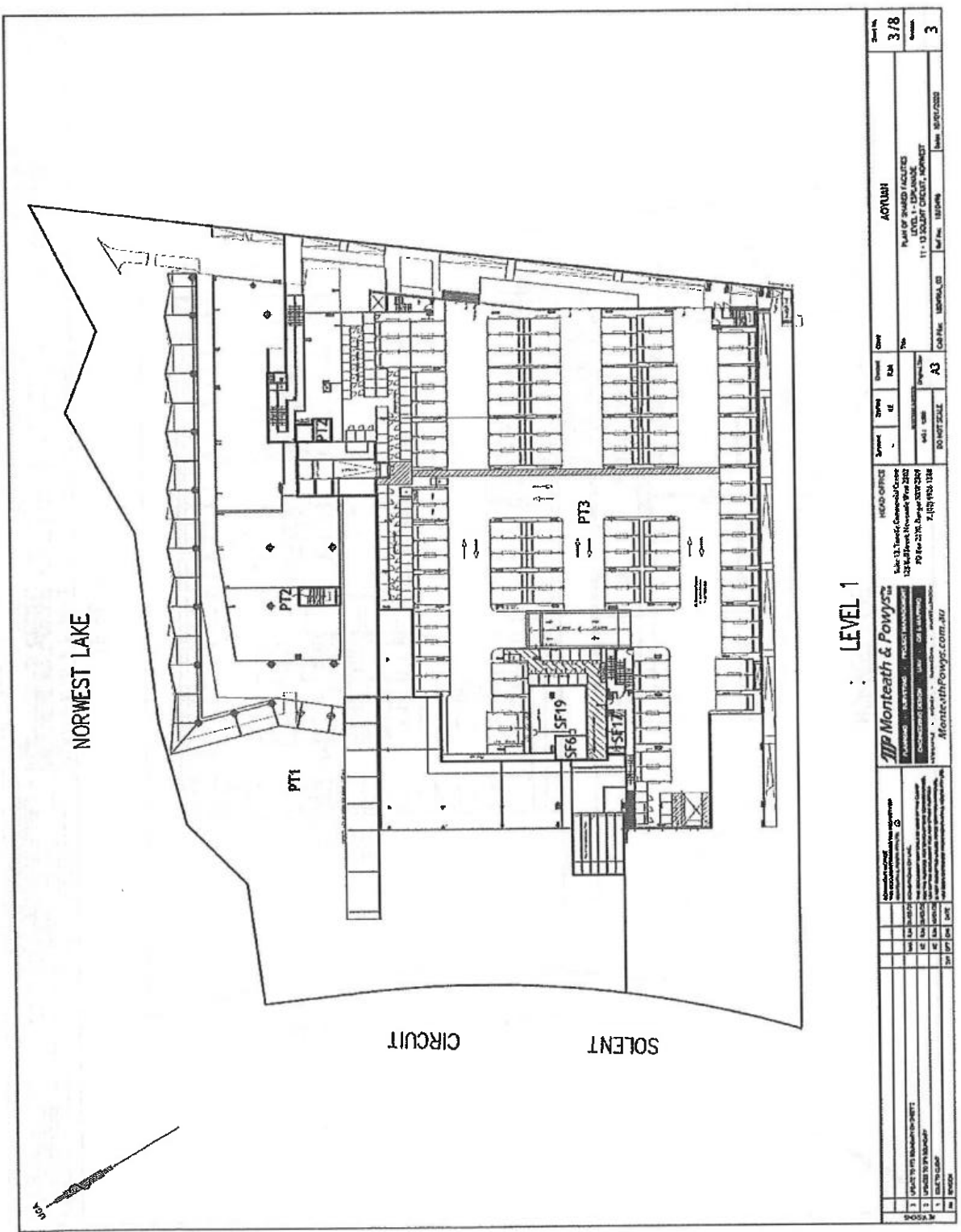
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Sheet No	3
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Author	ACTURAI
Check	ACTURAI
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Issue	ACTURAI
Project No	2/8
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Drawn	ACTURAI
Issue	ACTURAI

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1	APPROVED BY THE REGISTRAR	
2	APPROVED BY THE REGISTRAR	
3	APPROVED BY THE REGISTRAR	
4	APPROVED BY THE REGISTRAR	
5	APPROVED BY THE REGISTRAR	
6	APPROVED BY THE REGISTRAR	
7	APPROVED BY THE REGISTRAR	
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9	APPROVED BY THE REGISTRAR	
10	APPROVED BY THE REGISTRAR	

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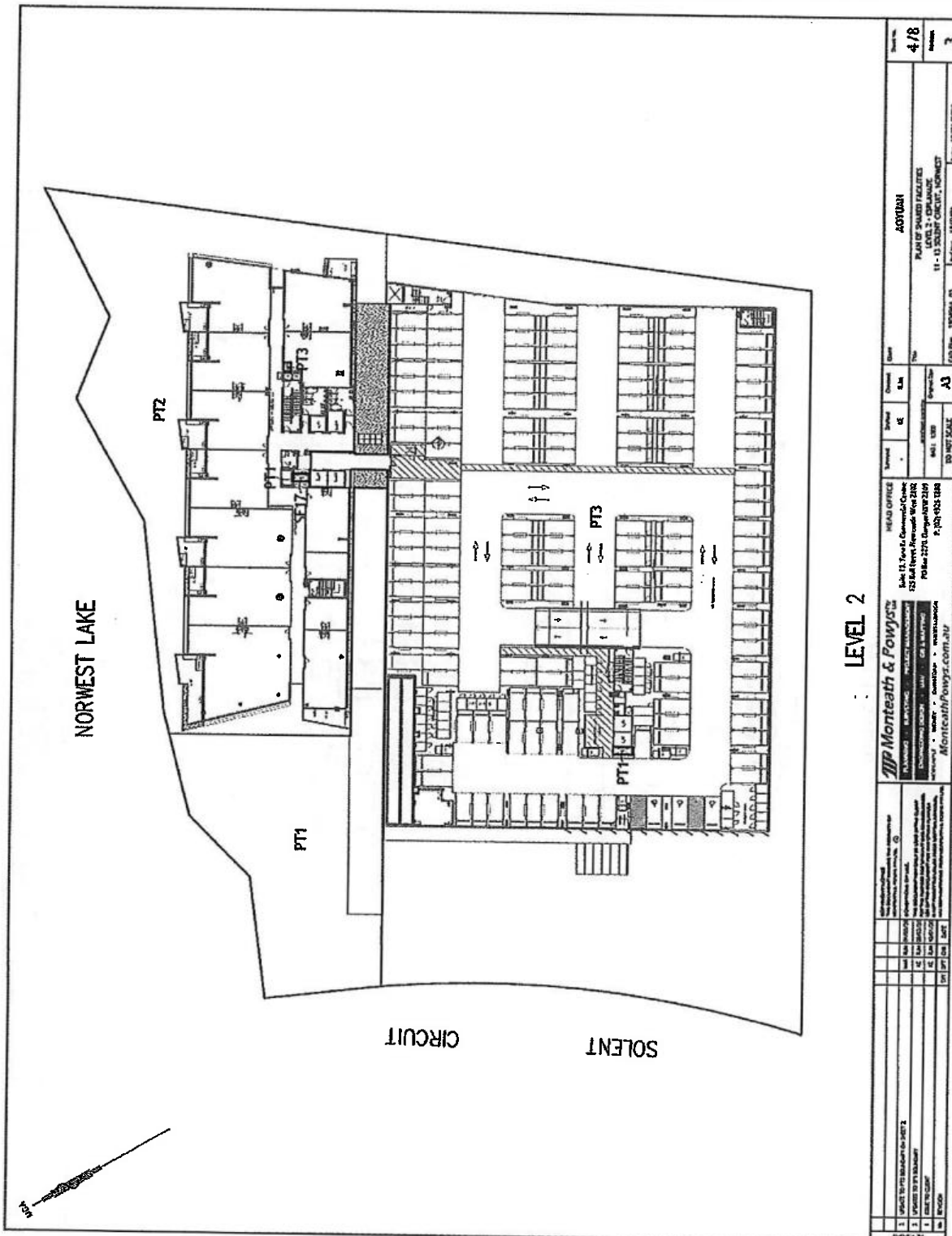
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LEVEL 1

JTP Montleath & Powys ARCHITECTS 125 Pitt Street, Newcastle NSW 2300 Ph: (08) 4988 2200 Fax: (08) 4988 2201 www.jtpmontleath.com.au		HEAD OFFICE Suite 12, Tower 1, Commonwealth Bank 133 Pitt Street, Newcastle NSW 2300 Ph: (08) 4988 2200 Fax: (08) 4988 2201 www.jtpmontleath.com.au		Project No: 2019/001138 2019/001138	Date: 29/05/2020
Client: ACTUARY Part of Strata Plan 111 - 10 SOLENT CIRCUIT, NORWEST	Scale: A3 80/100 SCALE	Date: 29/05/2020	Sheet No: 3/8 of 3		

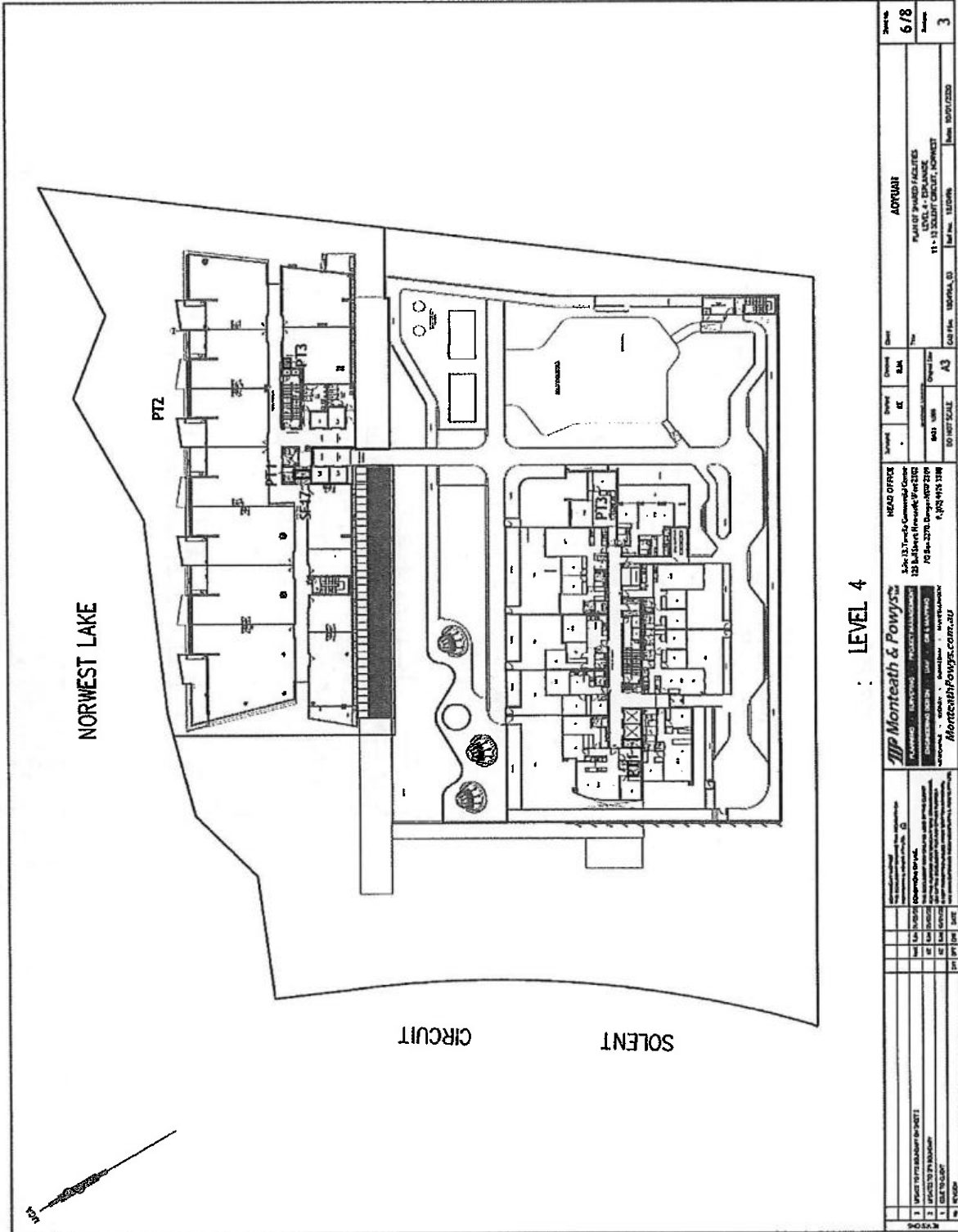
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Monteath & Powys Architects 125 Pitt Street, Sydney NSW 2000 P 02 9231 1888 F 02 9231 1888 www.monteathpowys.com.au	HEAD OFFICE Suite 15, Level 2, Commercial Centre 125 Pitt Street, Sydney NSW 2000 P 02 9231 1888 F 02 9231 1888 www.monteathpowys.com.au	ASSTYUAN PLAN OF MANDATED FACILITIES LEVEL 2 - CIRCULAR 11 - 13 SOUTH CIRCUIT, NORWEST Lot No. 120/104/01 Ref No. 120/104/01 Date: 10/01/2020
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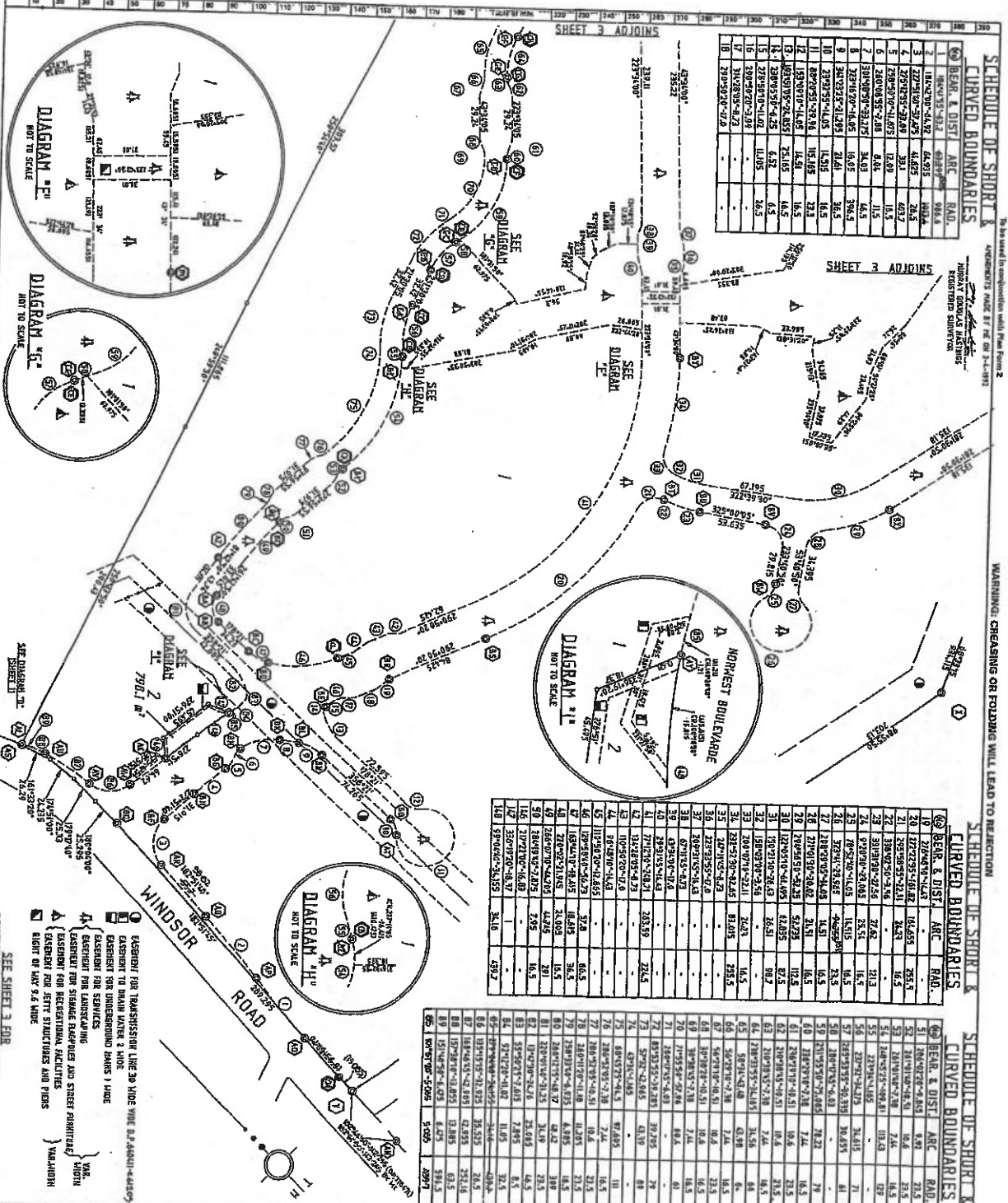


LEVEL 4

<p>JJP Monteath & Powys 125 Pitt Street, Sydney NSW 2000 Tel: (02) 9252 1234 Fax: (02) 9252 1235 www.jjpmonteath.com.au</p>		<p>HEAD OFFICE Suite 12, Trade Gateway Centre 125 Pitt Street, Sydney NSW 2000 Tel: (02) 9252 1234 Fax: (02) 9252 1235 www.jjpmonteath.com.au</p>		<p>PROJECT 11-13 SOLENT CIRCUIT, NORWICH Lot No. 110/946</p>	
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Project Checker	11-13 SOLENT CIRCUIT, NORWICH	Scale	AS 1507 SCALE	Drawn By	MA
Project Approver	11-13 SOLENT CIRCUIT, NORWICH	Scale	AS 1507 SCALE	Checked By	MA



PLAN FORM 3



SCHEDULE OF SHORT & CURVED BOUNDARIES

NO	BEAR & DIST	ARC	RAD
1	184°20'00"-44.42'	48.915	100.4
2	227°31'00"-21.475'	44.655	28.5
3	279°53'55"-28.485'	39.1	40.7
4	280°00'00"-11.075'	12.00	11.5
5	280°00'00"-21.275'	34.03	14.5
6	279°46'20"-14.05'	16.05	36.5
7	282°32'15"-14.95'	14.95	16.5
8	282°32'15"-28.94'	14.95	16.5
9	282°32'15"-42.93'	14.95	16.5
10	282°32'15"-56.92'	14.95	16.5
11	282°32'15"-70.91'	14.95	16.5
12	282°32'15"-84.90'	14.95	16.5
13	282°32'15"-98.89'	14.95	16.5
14	282°32'15"-112.88'	14.95	16.5
15	282°32'15"-126.87'	14.95	16.5
16	282°32'15"-140.86'	14.95	16.5
17	282°32'15"-154.85'	14.95	16.5
18	282°32'15"-168.84'	14.95	16.5

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO	BEAR & DIST	ARC	RAD
19	282°32'15"-182.83'	14.95	16.5
20	282°32'15"-196.82'	14.95	16.5
21	282°32'15"-210.81'	14.95	16.5
22	282°32'15"-224.80'	14.95	16.5
23	282°32'15"-238.79'	14.95	16.5
24	282°32'15"-252.78'	14.95	16.5
25	282°32'15"-266.77'	14.95	16.5
26	282°32'15"-280.76'	14.95	16.5
27	282°32'15"-294.75'	14.95	16.5
28	282°32'15"-308.74'	14.95	16.5
29	282°32'15"-322.73'	14.95	16.5
30	282°32'15"-336.72'	14.95	16.5
31	282°32'15"-350.71'	14.95	16.5
32	282°32'15"-364.70'	14.95	16.5
33	282°32'15"-378.69'	14.95	16.5
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39	282°32'15"-462.63'	14.95	16.5
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49	282°32'15"-602.53'	14.95	16.5
50	282°32'15"-616.52'	14.95	16.5
51	282°32'15"-630.51'	14.95	16.5
52	282°32'15"-644.50'	14.95	16.5
53	282°32'15"-658.49'	14.95	16.5
54	282°32'15"-672.48'	14.95	16.5
55	282°32'15"-686.47'	14.95	16.5
56	282°32'15"-700.46'	14.95	16.5
57	282°32'15"-714.45'	14.95	16.5
58	282°32'15"-728.44'	14.95	16.5
59	282°32'15"-742.43'	14.95	16.5
60	282°32'15"-756.42'	14.95	16.5
61	282°32'15"-770.41'	14.95	16.5
62	282°32'15"-784.40'	14.95	16.5
63	282°32'15"-798.39'	14.95	16.5
64	282°32'15"-812.38'	14.95	16.5
65	282°32'15"-826.37'	14.95	16.5
66	282°32'15"-840.36'	14.95	16.5
67	282°32'15"-854.35'	14.95	16.5
68	282°32'15"-868.34'	14.95	16.5
69	282°32'15"-882.33'	14.95	16.5
70	282°32'15"-896.32'	14.95	16.5
71	282°32'15"-910.31'	14.95	16.5
72	282°32'15"-924.30'	14.95	16.5
73	282°32'15"-938.29'	14.95	16.5
74	282°32'15"-952.28'	14.95	16.5
75	282°32'15"-966.27'	14.95	16.5
76	282°32'15"-980.26'	14.95	16.5
77	282°32'15"-994.25'	14.95	16.5
78	282°32'15"-1008.24'	14.95	16.5
79	282°32'15"-1022.23'	14.95	16.5
80	282°32'15"-1036.22'	14.95	16.5
81	282°32'15"-1050.21'	14.95	16.5
82	282°32'15"-1064.20'	14.95	16.5
83	282°32'15"-1078.19'	14.95	16.5
84	282°32'15"-1092.18'	14.95	16.5
85	282°32'15"-1106.17'	14.95	16.5
86	282°32'15"-1120.16'	14.95	16.5
87	282°32'15"-1134.15'	14.95	16.5
88	282°32'15"-1148.14'	14.95	16.5
89	282°32'15"-1162.13'	14.95	16.5
90	282°32'15"-1176.12'	14.95	16.5
91	282°32'15"-1190.11'	14.95	16.5
92	282°32'15"-1204.10'	14.95	16.5
93	282°32'15"-1218.09'	14.95	16.5
94	282°32'15"-1232.08'	14.95	16.5
95	282°32'15"-1246.07'	14.95	16.5

- SCHEDULE OF REFERENCE MARKS**
- EASEMENT FOR TRANSMISSION LINE 30 KILO WIRE E.P. ADJAIN-44500
 - EASEMENT FOR MAIN WATER 2 WIDE
 - EASEMENT FOR UNDERGROUND DRAINS 1 WIDE
 - EASEMENT FOR SERVICES
 - EASEMENT FOR LANDSCAPING
 - EASEMENT FOR SHEDS, RAISED BEDS AND STREET FURNITURE
 - EASEMENT FOR RECREATIONAL FACILITIES
 - EASEMENT FOR UTILITY STRUCTURES AND PIPES
 - RIGHT OF WAY 5.4 WIDE
 - WIDE RIGHT
 - WINDSOR ROAD
 - NORVEST BOUTEVALE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

15th

Refused No 11 142010

CHARTERED SURVEYORS 124710

CRS 3

DP 816340

Registered 13.4.1993

Produced 2 of Form 2

Survey reduced scale drawings are 1:500

This plan is a copy of the original and is not to be used for any other purpose than that for which it was prepared.

Created Date

DP 816340
1 of 6

PLAN FORM 2

AMENDMENT REFERENCE: 13/93/1

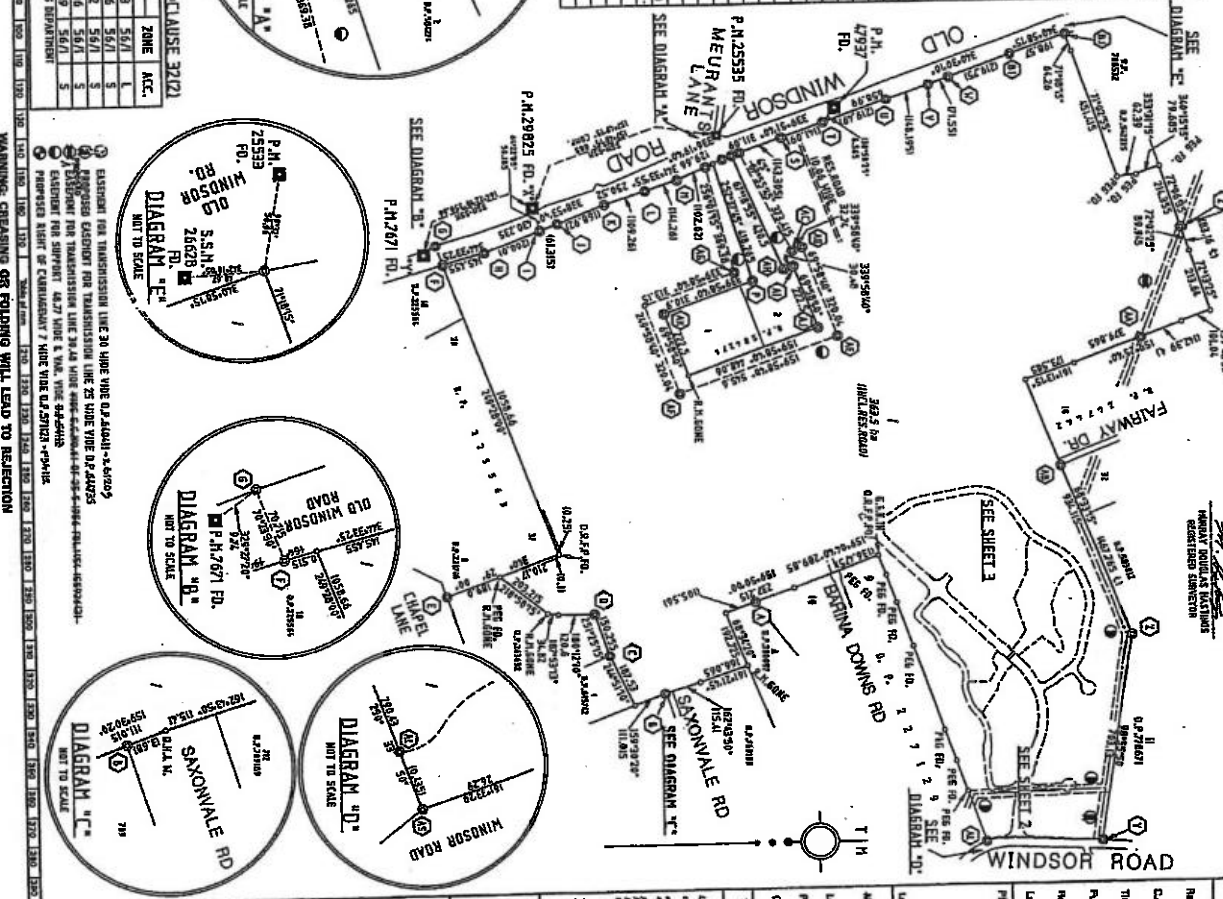
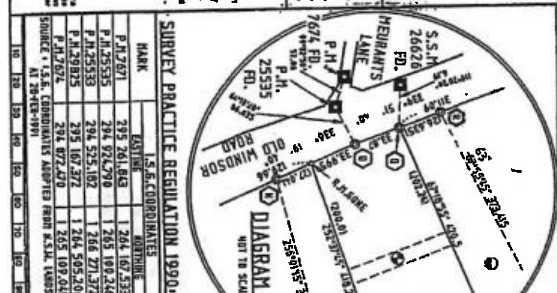
MPP

THE COMMON SEAL OF NORTH STONEY BRICK AND TILE COMPANY LIMITED HAS HERETO AFFIXED BY AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:
 FOR SIGNATURES AND SEALS
 SEC. 6H, 4

Downy Land Office Approval
 Authorisation Officer
 Council Clerk's Certificate
 I hereby certify that the above is a true and correct copy of the original as submitted to me for registration and that the same has been registered in accordance with the provisions of the Land Transfer Act, 1924 and that the same is now a part of the public records of the Registrar-General of Land.

SCHEDULE OF REFERENCE MARKS

DESC.	DESIGN	BEAR. & DIST.
A	B.M. 25533	67°51'30" E 4.57
B	B.M. 25533	102°57'30" E 1.64
C	B.M. 25533	40°57'30" E 1.64
D	B.M. 25533	72°57'30" E 1.64
E	B.M. 25533	31°57'30" E 1.64
F	B.M. 25533	117°57'30" E 1.64
G	B.M. 25533	172°57'30" E 1.64
H	B.M. 25533	227°57'30" E 1.64
I	B.M. 25533	282°57'30" E 1.64
J	B.M. 25533	337°57'30" E 1.64
K	B.M. 25533	392°57'30" E 1.64
L	B.M. 25533	447°57'30" E 1.64
M	B.M. 25533	502°57'30" E 1.64
N	B.M. 25533	557°57'30" E 1.64
O	B.M. 25533	612°57'30" E 1.64
P	B.M. 25533	667°57'30" E 1.64
Q	B.M. 25533	722°57'30" E 1.64
R	B.M. 25533	777°57'30" E 1.64
S	B.M. 25533	832°57'30" E 1.64
T	B.M. 25533	887°57'30" E 1.64
U	B.M. 25533	942°57'30" E 1.64
V	B.M. 25533	997°57'30" E 1.64
W	B.M. 25533	1052°57'30" E 1.64
X	B.M. 25533	1107°57'30" E 1.64
Y	B.M. 25533	1162°57'30" E 1.64
Z	B.M. 25533	1217°57'30" E 1.64
AA	B.M. 25533	1272°57'30" E 1.64
AB	B.M. 25533	1327°57'30" E 1.64
AC	B.M. 25533	1382°57'30" E 1.64
AD	B.M. 25533	1437°57'30" E 1.64
AE	B.M. 25533	1492°57'30" E 1.64
AF	B.M. 25533	1547°57'30" E 1.64
AG	B.M. 25533	1602°57'30" E 1.64
AH	B.M. 25533	1657°57'30" E 1.64
AI	B.M. 25533	1712°57'30" E 1.64
AJ	B.M. 25533	1767°57'30" E 1.64
AK	B.M. 25533	1822°57'30" E 1.64
AL	B.M. 25533	1877°57'30" E 1.64
AM	B.M. 25533	1932°57'30" E 1.64
AN	B.M. 25533	1987°57'30" E 1.64
AO	B.M. 25533	2042°57'30" E 1.64
AP	B.M. 25533	2097°57'30" E 1.64
AQ	B.M. 25533	2152°57'30" E 1.64
AR	B.M. 25533	2207°57'30" E 1.64
AS	B.M. 25533	2262°57'30" E 1.64



OFFICE USE ONLY

DP 816340
 Registered 13/4/1993
 CA No. 72 72 OF 103,1992.
 Title System: TORRENS
 Proposed: SUBDIVISION
 Nat. Map: Uq160-2,531,73,71
 Lot Plan: DP 624844
 PLAN OF SUBDIVISION OF LOT 102 DP 624844

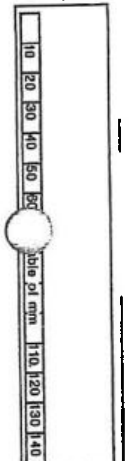
Location and Name: Baulkham Hills, PARRERA, CASTLE HILL, CUMBERLAND

This is sheet 1 of two sheets to be shown.

GENERAL CONDITIONS:
 1. The land is to be used for the purposes of the zoning scheme.
 2. The land is to be used in accordance with the provisions of the Planning Act, 1978.
 3. The land is to be used in accordance with the provisions of the Planning Act, 1978.
 4. The land is to be used in accordance with the provisions of the Planning Act, 1978.

PERMITTED TO BE USED FOR THE PURPOSES OF:
 1. RESIDENTIAL PURPOSES
 2. COMMERCIAL PURPOSES
 3. INDUSTRIAL PURPOSES
 4. AGRICULTURAL PURPOSES
 5. RECREATIONAL PURPOSES
 6. PUBLIC PURPOSES
 7. OTHER PURPOSES AS APPROVED BY THE LOCAL GOVERNMENT

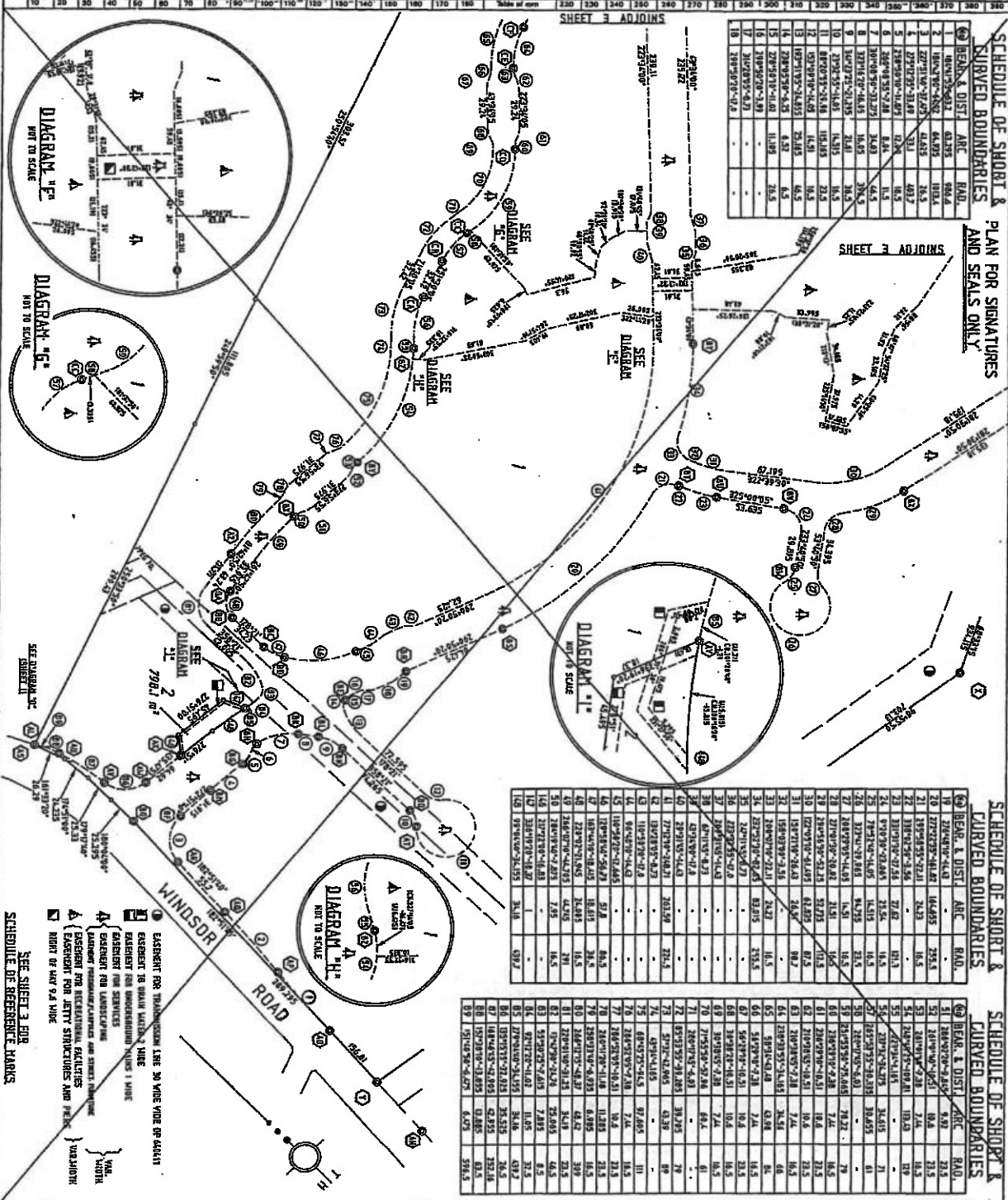
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000



This negative is a photograph made as a permanent record of a document in the custody of the Registrar-General this day, 15th April 1993.

5/20

PLAN FORM 3



SCHEDULE OF SHORT & CURVED BOUNDARIES

BEAR. & DIST.	ARC	RAO.
1	180°00'00"	0.00
2	180°00'00"	0.00
3	180°00'00"	0.00
4	180°00'00"	0.00
5	180°00'00"	0.00
6	180°00'00"	0.00
7	180°00'00"	0.00
8	180°00'00"	0.00
9	180°00'00"	0.00
10	180°00'00"	0.00
11	180°00'00"	0.00
12	180°00'00"	0.00
13	180°00'00"	0.00
14	180°00'00"	0.00
15	180°00'00"	0.00
16	180°00'00"	0.00
17	180°00'00"	0.00
18	180°00'00"	0.00

SCHEDULE OF SHORT & CURVED BOUNDARIES

BEAR. & DIST.	ARC	RAO.
19	180°00'00"	0.00
20	180°00'00"	0.00
21	180°00'00"	0.00
22	180°00'00"	0.00
23	180°00'00"	0.00
24	180°00'00"	0.00
25	180°00'00"	0.00
26	180°00'00"	0.00
27	180°00'00"	0.00
28	180°00'00"	0.00
29	180°00'00"	0.00
30	180°00'00"	0.00
31	180°00'00"	0.00
32	180°00'00"	0.00
33	180°00'00"	0.00
34	180°00'00"	0.00
35	180°00'00"	0.00
36	180°00'00"	0.00
37	180°00'00"	0.00
38	180°00'00"	0.00
39	180°00'00"	0.00
40	180°00'00"	0.00

SCHEDULE OF SHORT & CURVED BOUNDARIES

BEAR. & DIST.	ARC	RAO.
41	180°00'00"	0.00
42	180°00'00"	0.00
43	180°00'00"	0.00
44	180°00'00"	0.00
45	180°00'00"	0.00
46	180°00'00"	0.00
47	180°00'00"	0.00
48	180°00'00"	0.00
49	180°00'00"	0.00
50	180°00'00"	0.00
51	180°00'00"	0.00
52	180°00'00"	0.00
53	180°00'00"	0.00
54	180°00'00"	0.00
55	180°00'00"	0.00
56	180°00'00"	0.00
57	180°00'00"	0.00
58	180°00'00"	0.00
59	180°00'00"	0.00
60	180°00'00"	0.00

SCHEDULE OF SHORT & CURVED BOUNDARIES

BEAR. & DIST.	ARC	RAO.
61	180°00'00"	0.00
62	180°00'00"	0.00
63	180°00'00"	0.00
64	180°00'00"	0.00
65	180°00'00"	0.00
66	180°00'00"	0.00
67	180°00'00"	0.00
68	180°00'00"	0.00
69	180°00'00"	0.00
70	180°00'00"	0.00
71	180°00'00"	0.00
72	180°00'00"	0.00
73	180°00'00"	0.00
74	180°00'00"	0.00
75	180°00'00"	0.00
76	180°00'00"	0.00
77	180°00'00"	0.00
78	180°00'00"	0.00
79	180°00'00"	0.00
80	180°00'00"	0.00
81	180°00'00"	0.00
82	180°00'00"	0.00
83	180°00'00"	0.00
84	180°00'00"	0.00
85	180°00'00"	0.00
86	180°00'00"	0.00
87	180°00'00"	0.00
88	180°00'00"	0.00
89	180°00'00"	0.00
90	180°00'00"	0.00

SCHEDULE OF SHORT & CURVED BOUNDARIES

BEAR. & DIST.	ARC	RAO.
91	180°00'00"	0.00
92	180°00'00"	0.00
93	180°00'00"	0.00
94	180°00'00"	0.00
95	180°00'00"	0.00
96	180°00'00"	0.00
97	180°00'00"	0.00
98	180°00'00"	0.00
99	180°00'00"	0.00
100	180°00'00"	0.00

SCHEDULE OF SHORT & CURVED BOUNDARIES

BEAR. & DIST.	ARC	RAO.
101	180°00'00"	0.00
102	180°00'00"	0.00
103	180°00'00"	0.00
104	180°00'00"	0.00
105	180°00'00"	0.00
106	180°00'00"	0.00
107	180°00'00"	0.00
108	180°00'00"	0.00
109	180°00'00"	0.00
110	180°00'00"	0.00

WINDSOR ROAD

SEE SHEET 3 FOR SCHEDULE OF REBERENCE MARKS

- 1 EASEMENT FOR TRANSMISSION LINE 30 WIDE VOLT OR 44KV
- 2 EASEMENT TO MAIN WATER MAIN
- 3 EASEMENT FOR UNDERGROUND UTILITIES 1 MILE
- 4 EASEMENT FOR SERVICES
- 5 EASEMENT FOR LANDSCAPING
- 6 EASEMENT FOR RECREATIONAL FACILITIES AND STREET LIGHTING
- 7 EASEMENT FOR ANY OTHER PURPOSES
- 8 EASEMENT FOR ANY OTHER PURPOSES
- 9 EASEMENT FOR ANY OTHER PURPOSES
- 10 EASEMENT FOR ANY OTHER PURPOSES
- 11 EASEMENT FOR ANY OTHER PURPOSES
- 12 EASEMENT FOR ANY OTHER PURPOSES
- 13 EASEMENT FOR ANY OTHER PURPOSES
- 14 EASEMENT FOR ANY OTHER PURPOSES
- 15 EASEMENT FOR ANY OTHER PURPOSES
- 16 EASEMENT FOR ANY OTHER PURPOSES
- 17 EASEMENT FOR ANY OTHER PURPOSES
- 18 EASEMENT FOR ANY OTHER PURPOSES
- 19 EASEMENT FOR ANY OTHER PURPOSES
- 20 EASEMENT FOR ANY OTHER PURPOSES

Reduction Ratio is 1:1000

CON. 3

WARNING: CREASING OR FOLDING WILL LEAD TO DISTORTION

OFFICE USE ONLY

DP 816340

Registered 13/11/2014
 This is a copy of the original & correct
 drawing registered under Ordinance No 1822

This is a copy of the original & correct
 drawing registered under Ordinance No 1822

Checked Date

Table of mm 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.



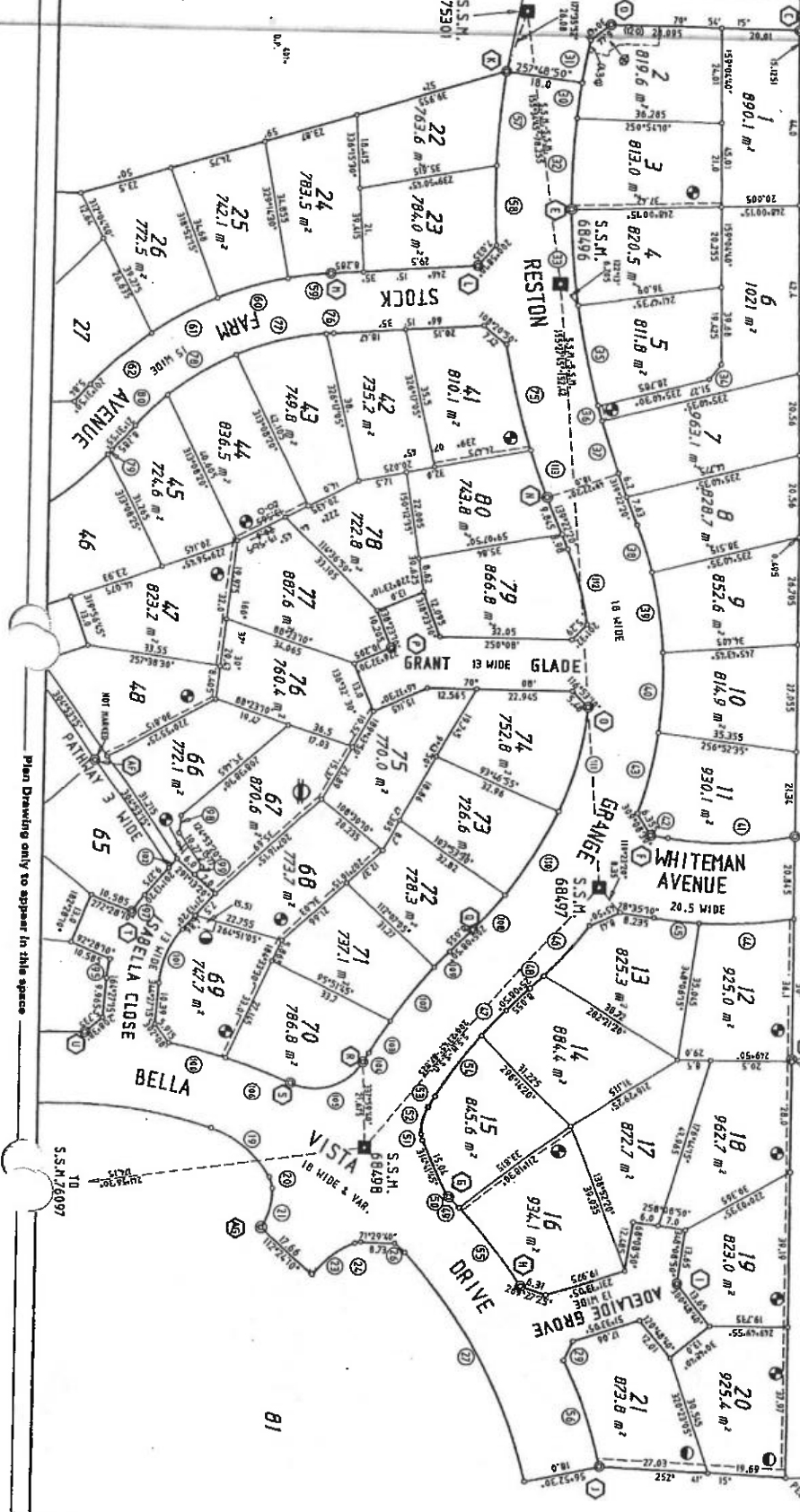
BARINA DOWNS ROAD

SCHEDULE OF SHORT & BEAR & DIST. ARC RAD.

BEAR & DIST. ARC RAD.	BEAR & DIST. ARC RAD.	BEAR & DIST. ARC RAD.	BEAR & DIST. ARC RAD.
1	2	3	4
5	6	7	8
9	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

SCHEDULE OF REFERENCE MARKS

NO.	DESC.	ORIGIN	BEAR & DIST.
1	R.M.D.H.K.W.	P.L.C.E.D.	338°50'0" S 15.7
2	R.M.D.H.K.W.	P.L.C.E.D.	199°04'40" S 4.8 & 15.7
3	R.M.D.H.K.W.	P.L.C.E.D.	160°54'48" S 4.8 & 15.4
4	R.M.D.H.K.W.	P.L.C.E.D.	158°00'0" S
5	R.M.D.H.K.W.	P.L.C.E.D.	349°37'50" S 3.1 & 14.6
6	R.M.D.H.K.W.	P.L.C.E.D.	266°50'30" S 2.1 & 14.7
7	R.M.D.H.K.W.	P.L.C.E.D.	363°37'50" S 2.1 & 14.6
8	R.M.D.H.K.W.	P.L.C.E.D.	319°37'50" S 2.1
9	R.M.D.H.K.W.	P.L.C.E.D.	56°32'30" S 2.1 & 14.6
10	R.M.D.H.K.W.	P.L.C.E.D.	251°47'50" S 2.1 & 14.6
11	R.M.D.H.K.W.	P.L.C.E.D.	336°15'35" S 2.1 & 14.6
12	R.M.D.H.K.W.	P.L.C.E.D.	279°22'20" S 2.1 & 14.6
13	R.M.D.H.K.W.	P.L.C.E.D.	352°52'55" S 2.1 & 14.6
14	R.M.D.H.K.W.	P.L.C.E.D.	230°08'43" S
15	R.M.D.H.K.W.	P.L.C.E.D.	295°08'50" S 1.4 & 14.5
16	R.M.D.H.K.W.	P.L.C.E.D.	281°29'50" S 1.4 & 14.7
17	R.M.D.H.K.W.	P.L.C.E.D.	492°15'33" S & 17.1
18	R.M.D.H.K.W.	P.L.C.E.D.	344°27'15" S 4.8
19	R.M.D.H.K.W.	P.L.C.E.D.	344°27'15" S 4.8
20	R.M.D.H.K.W.	P.L.C.E.D.	344°27'15" S 4.8
21	R.M.D.H.K.W.	P.L.C.E.D.	207°06'01" S



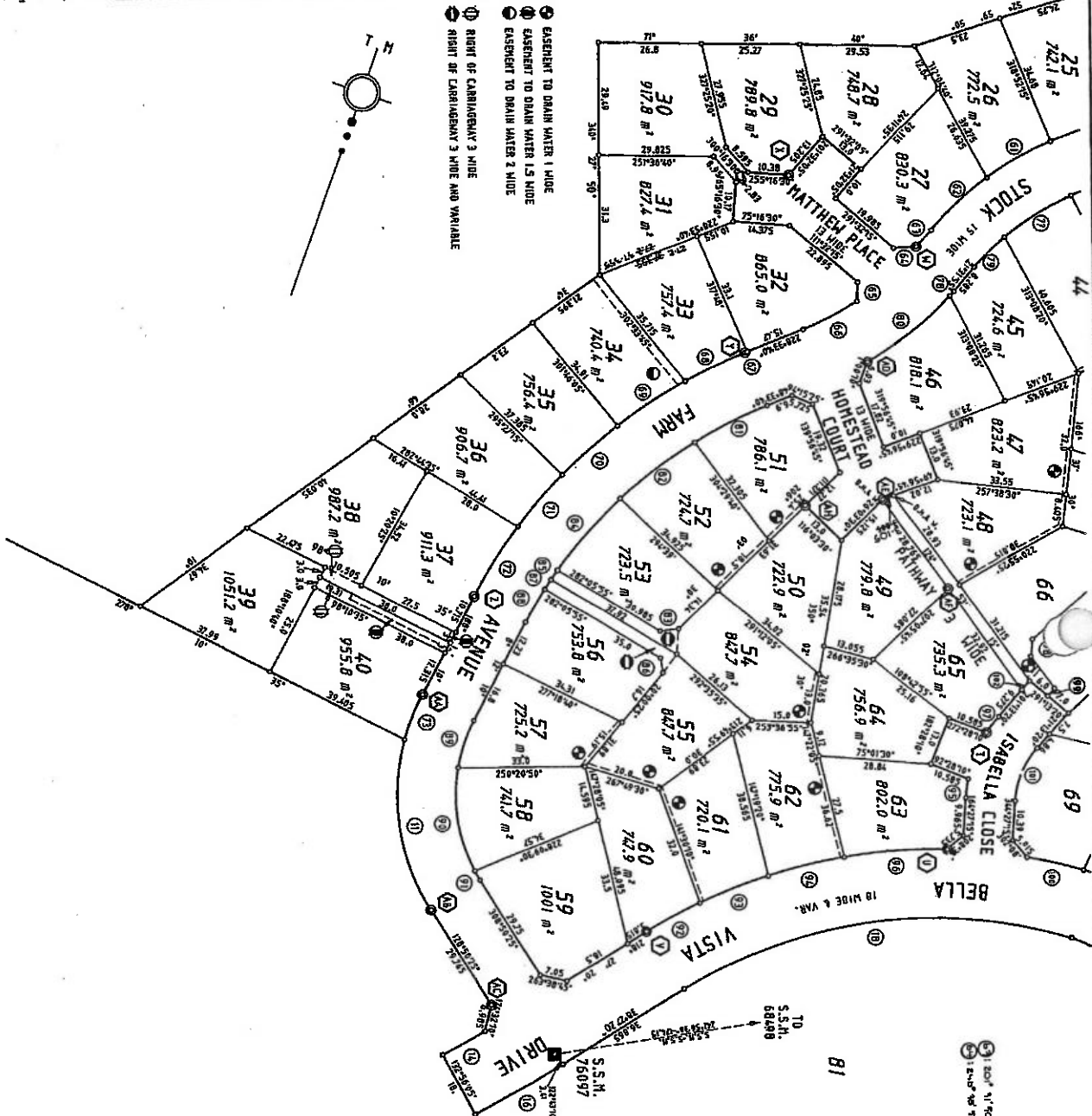
SCHEDULE OF SHORT & BEAR & DIST. ARC RAD.

BEAR & DIST. ARC RAD.	BEAR & DIST. ARC RAD.	BEAR & DIST. ARC RAD.	BEAR & DIST. ARC RAD.
1	2	3	4
5	6	7	8
9	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

DP 819131
 Registered: 11/27/1992
 Total area of 2 of 3 sheets
 Sheet 5 of 5
 Surveyor registered under Surveyors Act 1989
 This sheet 2 of the plan of 3, 7, 23, 23
 Area covered by this sheet of 21, 7, 1992
 For use when case is referred to any panel on Plan Form 2
 Council Clerk

PLAN AMENDED IN LTO AT SURVEYORS REQUEST
 15 12, 1992
 Reduction Ratio: 1:800
 SURVEYOR'S REFERENCE: 14970/A1
 CDS, 3

To be used in conjunction with Plan Form 2
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



- ⊕ EASEMENT TO DRAIN WATER 1 MIDE
- ⊕ EASEMENT TO DRAIN WATER 1.5 MIDE
- ⊕ EASEMENT TO DRAIN WATER 2 MIDE
- ⊕ RIGHT OF CARRIAGEWAY 3 MIDE AND VARIABLE

SCHEDULE OF SHUKI & CURVED BOUNDARIES

NO	BEAR. & DIST.	ARC	RAO.
61	220°54'51"-18.975	19.015	87.5
62	208°06'07"-20.023	20.07	87.5
63	200°23'09"-20.550	-	-
64	44°56'46"-20.885	-	-
65	165°07'25"-42.7	-	-
66	222°23'10"-15.31	15.34	72.5
67	224°58'23"-07.835	-	-
68	224°58'23"-07.195	17.205	137.5
69	317°01'15"-20.955	20.88	137.5
70	208°40'15"-19.085	19.1	137.5
71	200°57'20"-21.62	17.93	137.5
72	197°43'40"-21.62	21.64	137.5
73	181°48'40"-12.265	12.295	87.5
74	30°27'10"-20.065	20.1	72.5
75	27°04'13'95"	1.975	87.5
76	26°01'05"-11.33	11.34	77.5
77	26°01'05"-11.33	27.775	87.5
78	319°29'55"-26.826	20.885	127.5
79	43°19'10"-20.826	24.32	127.5
80	330°03'05"-24.728	24.32	127.5
81	219°04'50"-42.75	24.295	127.5
82	219°04'50"-42.75	24.295	127.5
83	15°04'05"-3.005	3.005	127.5
84	331°03'10"-3.98	3.0	127.5
85	10°25'10"-10.18	10.185	127.5
86	338°19'20"-13.11	13.16	42.5
87	310°42'30"-22.3	22.3	42.5
88	310°42'30"-22.3	15.885	139
89	228°48'40"-18.875	18.89	139
90	166°18'25"-4.9	4.95	38.5
91	246°21'-26.25	26.295	139
92	166°18'25"-4.9	5.41	38.5
93	207°03'25"-4.53	-	-
94	246°21'-26.25	14.835	139
95	275°01'-14.875	15.08	72.5
96	157°08'58"-45.5	44.78	57.5
97	221°46'15"-12.67	12.67	321
98	40°44'25"-26.52	26.525	339
99	43°04'20"-100.825	103.895	121
100	102°23'05"-20°-2.005	-	-

SCHEDULE OF REFERENCE MARKS

NO	DESC.	ORIGIN	BEAR. & DIST.
T	R.M.D.M.W.	PLACED	34°27'15"-45.8
U	R.M.D.M.W.	PLACED	34°27'15"-3.0
V	R.M.D.M.W.	PLACED	34°57'15"-3.1 & 1.6
W	R.M.D.M.W.	PLACED	308°27'20"-3.5 & 1.6
X	R.M.D.M.W.	PLACED	281°21'50"-3.1 & 1.6
Y	R.M.D.M.W.	PLACED	281°21'50"-4.8
Z	R.M.D.M.W.	PLACED	281°21'50"-3.0
AA	R.M.D.M.W.	PLACED	318°23'40"-3.4 & 1.6
AB	R.M.D.M.W.	PLACED	278°12'10"-3.4 & 1.6
AC	R.M.D.M.W.	PLACED	278°12'10"-3.4 & 1.6
AD	R.M.D.M.W.	PLACED	218°50'25"-3.3 & 1.7
AE	R.M.D.M.W.	PLACED	189°45'10"-3.4 & 1.6
AF	R.M.D.M.W.	PLACED	189°45'10"-3.7
AG	R.M.D.M.W.	PLACED	189°45'10"-3.0
AH	R.M.D.M.W.	PLACED	118°01'30"-4.1

DP 819131
 Registered: 21/7/1992
 Total extent: 3 of 3 plans, 3 areas
 Form 2 27/06/1992
 Surveyor registered under Surveyors Act 1989
 This is a plan 3 of 3 of the lot 73223
 which was surveyed by me/our firm on 21/7/1992

[Signature]
 Consent Date

For use within spaces it is fundamental in any plan on Plan Form 2.

Plan Drawing only to appear in this space
 Reduction Ratio: 1:800
 SURVEYOR'S REFERENCE: 22°9'20"/N
 COS. 3

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919

Sheet 1 of 11 Sheets

Lengths are in metres

Plan: DP819131

Subdivision of Lot 302 DP 819129
covered by Council Clerk's
Certificate No. 7323
dated 21-7-1992.

3
Full Name and Address
of Proprietor of the Land:

North Sydney Brick and Tile
Company Limited, Level 15, 1
York Street, Sydney

1. Identify of easement
firstly referred to in
abovementioned Plan:

Easement to drain water 1 wide
and 1.5 wide.

Schedule of lots etc. affected

5
Lots Burdened

Lots Benefitted

3
6
12
16
18
38
39
41
44
45
47

1
5
18 and 19
17
19
37
37 and 38
42
43
43 and 44
43, 44 and 45

Sparke Helmore Lawyers
REGISTERED 277-1992

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919

DP
819131

Sheet 2 of 11 Sheets

Lengths are in metres

Plan:

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.

dated 1992.

48	43, 44, 45 and 47
51	52 and 53
52	53
54	50
55	56 and 57
57	56
61	55, 56, 57 and 60
62	50 and 54
66	67
68	75
69	68 and 75

2. Identity of easement
secondly referred to in
the abovementioned Plan:

Easement to drain water 2 wide.

Lots Burdened

Lots Benefitted

20
21
34

Lot A of D.P. 390097^φ
Lot 20 plus Lot A of D.P. 390097^φ
Lot 304 of D.P. 819129

φ NOW LOTS 1 & 2 IN DP 817696

REGISTERED  27-7-1992

[Handwritten signatures]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919

DP
819131

Sheet 3 of 11 Sheets

Lengths are in metres

Plan:

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.
dated 1992.

3

3. Identity of easement
thirdly referred to in
the abovementioned Plan:

Right of Carriageway 3 wide and
3 wide and variable.

Lots Burdened

Lots Benefitted

38
39
54
55

39
38
55
54

5

4. Identity of easement
fourthly referred to in
the abovementioned Plan:

Easement for underground mains 1
wide.

Lots Burdened

Name of Authority Benefitted

67 and 76

The Prospect County Council.

[Handwritten initials]

[Handwritten signatures]

REGISTERED  27-7-1992

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919

Sheet 4 of 11 Sheets

Lengths are in metres

Plan:

DP
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.
dated 1992.

5. Identity of easement
fifthly referred to in the
abovementioned Plan:

Easement for electricity
purposes 2.75 wide.

Lots Burdened

Name of Authority Benefitted

69

The Prospect County Council

6. Identity of restriction
sixthly referred to in
abovementioned Plan:

Identity of restriction
referred to in the
abovementioned Plan:

Restriction on the use of land.

Lots Burdened

Lots Benefitted

Each lot

Each and every other lot

REGISTERED



27-7-1992

[Handwritten signatures]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919

Sheet 5 of 11 Sheets

Lengths are in metres

Plan:

DP
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.

dated

1992.

PART 2

The person or authority empowered to release vary or modify the
easements or restrictions firstly secondly and thirdly referred
to above is The Council of the Shire of Baulkham Hills.

TERMS OF EASEMENT FOR UNDERGROUND MAINS 1 WIDE FOURTHLY REFERRED
TO IN THE ABOVEMENTIONED PLAN

[Handwritten initials]
An easement for the transmission of electricity with full and
free right leave liberty and licence for the ~~company~~ ^{Council} and its
successors to erect, construct, place, repair, renew, maintain,
use and remove underground electricity transmission mains,
wires, cables and ancillary works for the transmission of
electricity and for purposes incidental thereto under and along
the said easement AND to cause or permit electricity to flow or
be transmitted through and along the said transmission mains
wires and cables and for the purposes of the erection,
construction and placement of the electricity transmission mains
wires, cables and ancillary works to enter into and upon the
said easement or any part thereof at all reasonable times with
surveyors, workmen, vehicles, materials, machinery or implement
or with any other necessary things or persons and to place and

[Handwritten initials]
REGISTERED



27-7-1992

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919

Sheet 6 of 11 Sheets

Lengths are in metres

Plan: **DP**
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.

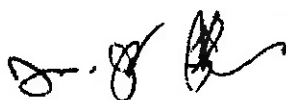
dated 1992.

leave thereon or remove therefrom all necessary materials
machinery implements and things AND the Registered Proprietor for
the time being of the land hereby burdened shall not erect or
permit to be erected any building or other erection of any kind
or description on, over or under the said easement or alter the
surface level thereof or carry out any form of construction
affecting the surface, undersurface or subsoil thereof without
the Council's permission in writing being first had and obtained
PROVIDED that anything permitted by the Council under the
foregoing covenant shall be executed in all respects in
accordance with the reasonable requirements of the Council and to
the reasonable satisfaction of the Engineer of the Council for
the time being.

The authority having the right to release vary or modify this
easement is The Prospect County Council.

TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE FIFTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN

An easement for the transmission of electricity and for that
purpose to install all necessary equipment (including
transformers and underground transmission mains, wires and
cables), together with the right to come and go for the purposes
of inspecting, maintaining, repairing, replacing and/or removing
such equipment and every person authorised by the Prospect County
Council to enter into and upon the said easement or any part
thereof at all reasonable times and to remain there for any
reasonable time with surveyors, workmen, vehicles things or
persons and to bring and place and leave thereon or remove



REGISTERED  27-7-1992

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919

Sheet 7 of 11 Sheets

Lengths are in metres

Plan: **DP**
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.
dated 1992.

therefrom all necessary materials, machinery, implements and things provided that the Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

The authority having the right to release vary or modify this easement is Prospect County Council.

TERMS OF RESTRICTION AS TO THE USE OF LAND SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (a) No building shall be erected or permitted to remain erected on each lot burdened unless the external walls thereof are constructed of brick, stone, glass, timber, concrete, aluminium, hardboard sheeting or any combination thereof PROVIDED THAT the proportion of the external walls constructed of timber, concrete, aluminium, hardboard sheeting or any combination thereof shall not exceed twenty five per centum (25%) of the total area of the external walls.

REGISTERED  27-7-1992

Handwritten signatures and initials

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919

Sheet 8 of 11 Sheets

Lengths are in metres

Plan: **DP**
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.
dated 1992.

- (b) No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 200 square metres exclusive of car accommodation, external landings and patios.
- (c) No building shall be erected or be permitted to remain erected on each lot burdened to be used for any other purpose than for residential purposes.
- (d) No building shall be erected on each lot burdened having a roof other than terra cotta roof tiles or concrete roof tiles with a pitch less than three degrees to the horizontal.
- (e) No fence shall be erected or permitted to remain on the lot burdened if the same:
- (i) is erected between the building line fixed by Baulkham Hills Shire Council in respect of the lot burdened and any public street or public way to which the front of the main building erected on the said lot burdened faces. Where the said lot is a corner lot this restriction shall apply to both street frontages.

REGISTERED



27-7-1992

S. D. G. Y. J.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919

Sheet 9 of 11 Sheets

Lengths are in metres

Plan: **DP**
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.
dated 1992.

- 9
- (ii) exceeds 1.8 metres in height; or
- (iii) is constructed of materials other than brick, masonry, chainwire, lapped and capped stained timber or brushwood.
- 5
- (f) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by North Sydney Brick and Tile Company Limited without the consent of North Sydney Brick and Tile Company Limited but such consent shall not be withheld if such fence is erected without expense to North Sydney Brick and Tile Company Limited provided that this restriction shall remain in force only during such time as North Sydney Brick and Tile Company Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.
- (g) No temporary, partial or relocated buildings or structures shall be erected or be permitted to remain on each lot burdened unless for use in connection with the building of the residence.
- (h) No excavation material, trees, rubbish, builders waste or

REGISTERED



27-7-1992

[Handwritten signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919

Sheet 10 of 11 Sheets

Lengths are in metres

Plan: **DP**

819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.

dated

1992.

other substances shall be deposited on adjoining lots to
the lot burdened.

- (i) No driveway or entrance to any building erected on each
lot burdened shall be constructed or be permitted to
remain constructed unless it be constructed of asphalt,
pavers or concrete with exposed aggregates, stamped or
coloured.
- (j) Any release variation or modification of these
restrictions shall be made and done in all respects at the
cost and expense of the person or persons requesting the
same.
- (k) In these restrictions as to user:
"North Sydney Brick and Tile Company Limited" shall
mean North Sydney Brick and Tile Company Limited
its successors nominees or assigns other than
purchases on sale
"the plan" shall mean the Plan of Subdivision to
which this instrument relates and upon the
registration of which these restrictions are
created.

REGISTERED



27-7-1992

[Handwritten signatures]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919

Sheet 11 of 11 Sheets

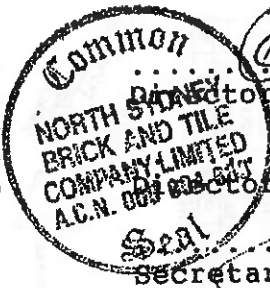
Lengths are in metres

Plan: **DP**
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.
dated 1992.

- (1) The person having the right to release, vary or modify these restrictions is North Sydney Brick and Tile Company Limited for such period as it is the registered proprietor of any land in the plan or for the period of fifteen years from the date of the plan whichever is the later.

THE COMMON SEAL of NORTH SYDNEY BRICK AND TILE COMPANY LIMITED was hereunto affixed by resolution of the Directors in the presence of:



SIGNED in my presence by MARK WILLIAM ASHTON and LEO VINCENT GRANT the duly constituted Attorneys of NATWEST AUSTRALIA BANK LIMITED, who hereby state that they have no notice of revocation of Power of Attorney No. 279 Book 3850 by virtue of which they have just executed this Instrument.

Signature of Witness [Signature]
Name of Witness WILLIAM JOHN PAYNE
Qualification of Witness JUSTICE OF THE PEACE

Approved by the Council of the Shire of Baulkham Hills
0706X

[Signature]
Acting Shire Clerk

REGISTERED  27-7-1992

[Handwritten Signature]

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in Metres

Sheet 1 of 2 sheets

DP 869304

Subdivision of Lot 5062 in DP 862422
covered by Council Certificate
No. 8425 of 10.6.1997

Full name and address of
Proprietor of the Land:

Norwest Limited
Old Windsor Road
BAULKHAM HILLS NSW 2153

Part 1

1. Identity of restriction firstly referred to in the abovementioned plan: Restriction on the Use of Land

Schedule of Lots, etc affected

Lot burdened

Name of Authority benefited

Lot 5061

Baulkham Hills Shire Council

Part 2

1. Terms of Restriction on the Use of Land firstly referred to in the abovementioned plan.

No further development is to take place on the lot burdened until the said lot is re-subdivided in accordance with the requirements of Baulkham Hills Shire Council. This restriction shall stay in force until the registration of the plan of the said re-subdivision at the Land Titles Office.

The Authority having the right to release vary or modify this restriction until the registration of the plan of the said resubdivision at the Land Titles Office is Baulkham Hills Shire Council, and after such plan registration, the registered proprietor of the lots or lots so created upon such plan registration.

Approved by Baulkham Hills Shire Council


Authorised Officer.

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in Metres

Sheet 2 of 2 sheets

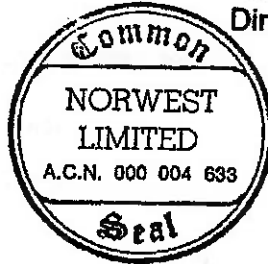
DP 869304

Authorised Officer.

Subdivision of Lot 5062 in DP 862422
covered by Council Certificate
No. 845 of 10-6-1997

THE COMMON SEAL OF NORWEST
LIMITED was hereunto affixed by
resolution of the Directors in the
presence of:

[Signature]
.....
Secretary



[Signature]
.....
Director

[Signature]
.....
Director

Westpac Banking Corporation
ARBN 007 457 141
the Mortgagee under Mortgage
No. 2002184 HEREBY
CONSENTS to the within
Section 88B Instrument
Dated this 16th day of June 1997
Westpac Banking Corporation
By its Attorneys

[Signature]
..... Senior Manager

[Signature]
..... Manager Legal

Power of Attorney dated the
8 February, 1994
Registered No. 390 Book 4047

[Signature]
Leanne Brinkley
BANK OFFICER / 150 Phillip Street Sydney
Westpac Banking Corporation

Approved by Baulkham Hills Shire Council

[Signature]
.....
Authorised Officer.

REGISTERED 20.6.1997

THE COMMON SEAL OF NORTH SYDNEY BRICK AND TILE COMPANY LIMITED WAS HERETO AFFIXED BY AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:

W. G. ...
...
...

Down Land Office Approval

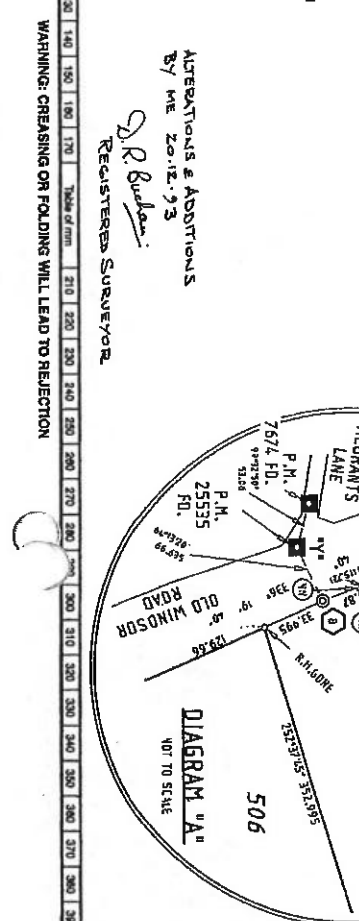
Council Clerk's Certificate

Subdivision: 7565

Lot: 401, D.P. 819130

SCHEDULE OF REFERENCE MARKS

DESC.	ORIGIN	BEAR. & DIST.
A. R.M.C.M.P. PLACED	BEAR. & DIST.	
B. R.M.C.M.P. PLACED	BEAR. & DIST.	
C. R.M.C.M.P. PLACED	BEAR. & DIST.	
D. R.M.C.M.P. PLACED	BEAR. & DIST.	
E. R.M.C.M.P. PLACED	BEAR. & DIST.	
F. R.M.C.M.P. PLACED	BEAR. & DIST.	



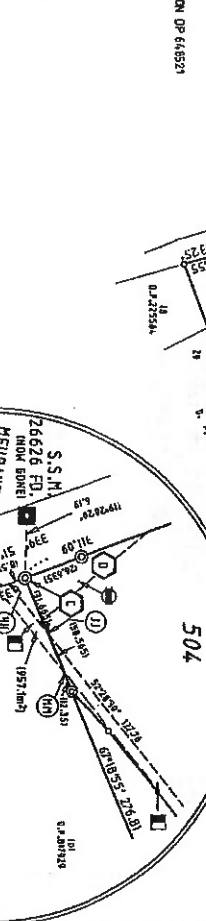
SURVEY PRACTICE REGULATION 1990-CLAUSE 32(2)

MARK	EASTING	NORTHING	ZONE	A.C.T.
P.M. 25533	294,972.790	1,265,109.246	56/1	2
P.M. 7074	294,872.470	1,265,109.049	56/1	2
P.M. 25533	294,575.182	1,266,271.372	56/1	2

ALTERATIONS & ADDITIONS BY ME 20.12.93

S.R. Bullock
 REGISTERED SURVEYOR

- PROPOSED EASEMENT FOR WATER SUPPLY 15 MIDE 7 MIDE AS DERIVED ON DP 646521
- PROPOSED EASEMENT FOR WATER SUPPLY FOR SERVICES 7 MIDE
- PROPOSED EASEMENT FOR CONSTRUCTION & ACCESS 7 MIDE
- EASEMENT FOR SERVICES
- EASEMENT FOR LANDSCAPING
- EASEMENT FOR SIGNAGE FLAGPOLES & STREET FURNITURE
- EASEMENT FOR RECREATIONAL FACILITIES
- EASEMENT FOR LETTY STRUCTURES & PIERS
- RIGHT OF WAY 9.6 MIDE
- PROPOSED EASEMENT FOR TRANSMISSION LINE 30.48 MIDE
- EASEMENT FOR RISING MAIN 3 MIDE & VAR. WIDE D.P. 819129
- EASEMENT FOR TRANSMISSION LINE 30 MIDE VAR. WIDE D.P. 819129
- PROPOSED EASEMENT FOR WATER SUPPLY VAR. WIDTH AS DERIVED ON DP 646521



STATUS OF EASEMENTS CONFIRMED BY S.C.I.M.S. 2.12.1993

OFFICE USE ONLY

DP 835983

Registered: 22.12.1993

C.A. N° 7565 OF 15.12.1993

This System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U 9160-2#, U 9160-5#

Last Plan: DP 819130

PLAN OF SUBDIVISION OF LOT 401, D.P. 819130

L.S.A. BAUKHAN HILLS

Location: BAUKHAN HILLS

Parish: CASTLE HILL

County: CUMBERLAND

This is sheet 1 of my plan in 1 sheet.

DONALD BOSS BURMAN

20 HERBERT STREET, SYDNEY

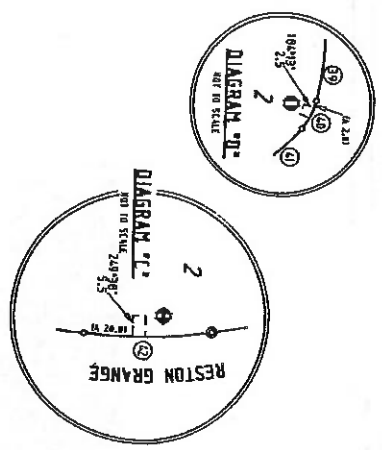
Surveyor

Plans used in preparation of survey/compilation: D.P. 819130, D.P. 819129, D.P. 646521

PLAN AMENDED IN LTO AT SURVEYOR'S REQUEST 22.12.93

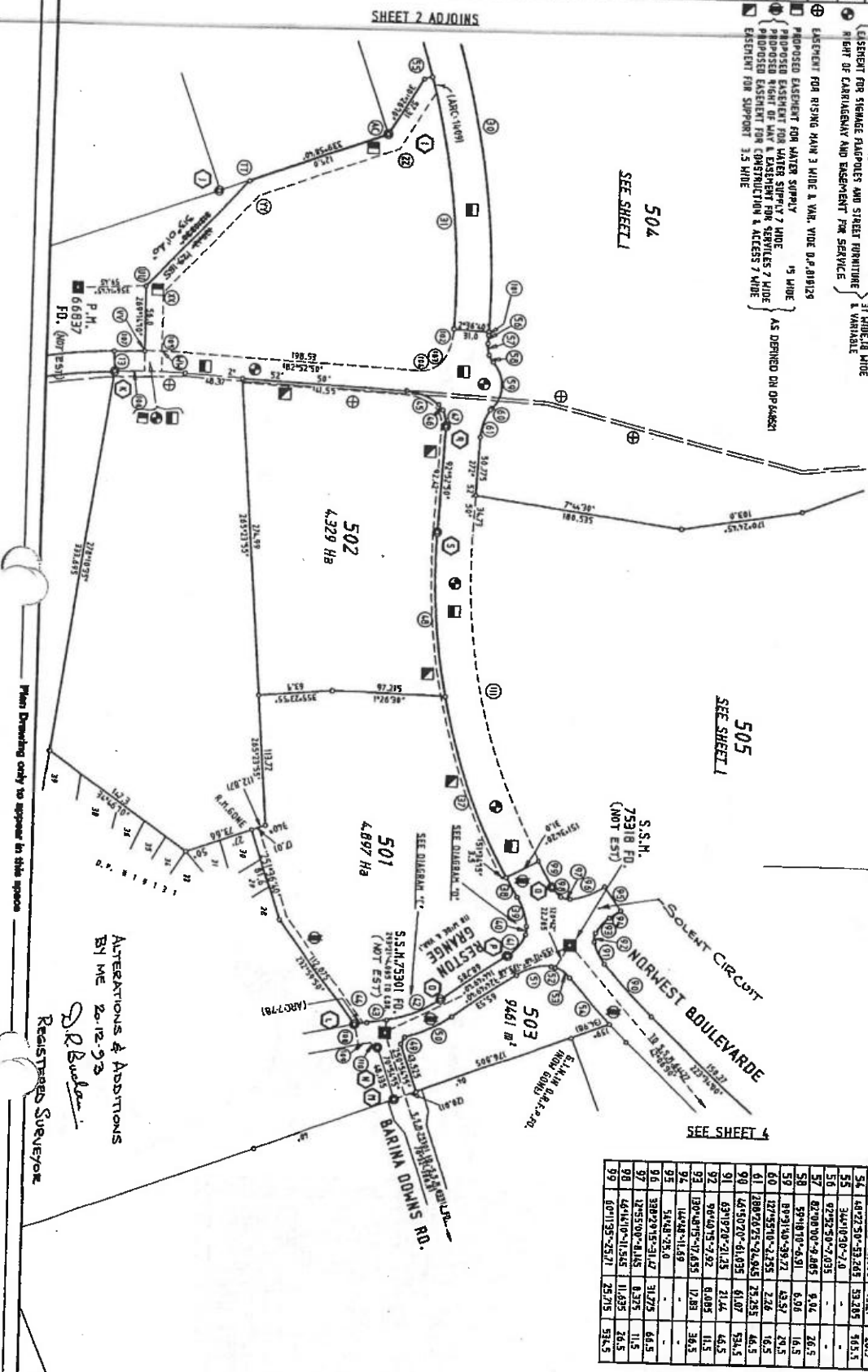
WARNING: CREASING OR FOLDING WILL LEAD TO MISRECTION

NO.	DESC.	ORIGIN	BEAR. & DIST.
1	R.M.H.L. W.D.	D.P. 811923	145°58'45" W 100.000
2	R.M.H.L. W.D.	D.P. 811923	257°28'00" W 100.000
3	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
4	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
5	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
6	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
7	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
8	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
9	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
10	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
11	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
12	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
13	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
14	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
15	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
16	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
17	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
18	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
19	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
20	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
21	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
22	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
23	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
24	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
25	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
26	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
27	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
28	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
29	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
30	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
31	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
32	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
33	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
34	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
35	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
36	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
37	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
38	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
39	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000
40	R.M.H.L. W.D.	D.P. 811923	270°00'00" W 100.000



NO.	BEAR. & DIST.	ARC	RAD.	NO.	BEAR. & DIST.	ARC	RAD.
101	87°42'00"-3355	7395	719.5	37	65°18'59"-145.4	146.025	565.4
102	107°42'00"-27.35	29.69	56.5	38	60°39'29"-10.055	18.055	565.3
103	31°00'00"-3.32	3.38	11.5	39	71°27'51"-26.85	27.055	61.5
104	167°00'00"-19.685	20.15	36.5	40	64°45'59"-3.915	7.705	16.5
105	181°03'00"-38.715	38.225	60	41	126°43'37"-40.955	24.355	30.5
106	139°48'00"-26.705	26.705	60.9	42	157°43'37"-40.955	30.1	111
107	139°48'00"-26.705	26.705	60.9	43	170°39'55"-17.205	50.1	219
108	27°00'00"-18.0	18.0	20	44	168°18'15"-10.8	18.085	219
109	169°22'18"-18.91	18.91	20	45	71°03'55"-38.285	38.035	16.5
110	30°42'00"-5.14	5.14	10.91	46	51°18'25"-5.96	5.995	16.5
111	157°13'50"-268.465	262.085	534.5	47	27°18'00"-14.235	14.415	26.5
48	85°58'00"-142.62	142.62	167.8	58	82°08'00"-2.085	6.02	26.5
49	289°24'30"-67.5	67.5	129	59	89°18'10"-6.91	6.9	16.5
50	331°48'10"-44.81	44.81	48.04	60	87°15'20"-21.45	21.4	46.5
51	344°01'15"-14.835	32.28	16.5	61	127°45'10"-2.255	2.26	16.5
52	112°22'55"-3.91	3.92	16.5	62	128°26'55"-21.845	21.255	46.5
53	343°30'15"-13.005	13.21	26.5	63	63°17'20"-21.45	21.4	46.5
54	148°22'50"-33.248	33.248	59.285	64	164°48'28"-0.	0.	11.5
55	346°10'00"-7.0	7.0	16.5	65	38°02'15"-31.47	31.275	64.5
56	82°28'50"-2.035	2.035	16.5	66	125°50'00"-11.555	11.535	26.5
57	82°08'00"-2.085	2.085	6.02	67	161°15'55"-25.71	25.715	534.5
58	89°18'10"-6.91	6.9	16.5	68	161°15'55"-25.71	25.715	534.5
59	87°15'20"-21.45	21.4	46.5	69	161°15'55"-25.71	25.715	534.5
60	127°45'10"-2.255	2.26	16.5	70	161°15'55"-25.71	25.715	534.5
61	128°26'55"-21.845	21.255	46.5	71	161°15'55"-25.71	25.715	534.5
62	63°17'20"-21.45	21.4	46.5	72	161°15'55"-25.71	25.715	534.5
63	90°00'15"-7.92	6.085	11.5	73	161°15'55"-25.71	25.715	534.5
64	130°48'15"-17.655	17.285	36.5	74	161°15'55"-25.71	25.715	534.5
65	164°48'28"-0.	0.	11.5	75	161°15'55"-25.71	25.715	534.5
66	38°02'15"-31.47	31.275	64.5	76	161°15'55"-25.71	25.715	534.5
67	125°50'00"-11.555	11.535	26.5	77	161°15'55"-25.71	25.715	534.5
68	161°15'55"-25.71	25.715	534.5	78	161°15'55"-25.71	25.715	534.5
69	161°15'55"-25.71	25.715	534.5	79	161°15'55"-25.71	25.715	534.5

- ⊕ EASEMENT FOR ELECTRICITY PURPOSES 2.5 MIDE D.P. 811930
- ⊖ EASEMENT FOR ELECTRICITY PURPOSES 2 1/2 MIDE D.P. 811930
- ⊙ EASEMENT FOR SERVICES
- ⊕ EASEMENT FOR LANDSCAPING
- ⊖ EASEMENT FOR SIGNAGE EXPOSED AND STREET REPAIRING & VARIABLE RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICE
- ⊙ EASEMENT FOR SIGNING MAIN 3 MIDE 1/2 VAR. WIDE D.P. 811925
- ⊕ PROPOSED EASEMENT FOR WATER SUPPLY 15 MIDE
- ⊖ PROPOSED EASEMENT FOR WATER SUPPLY 7 MIDE
- ⊙ PROPOSED EASEMENT FOR WATER SUPPLY 7 MIDE
- ⊕ PROPOSED EASEMENT FOR CONSTRUCTION & ACCESS 7 MIDE
- ⊖ PROPOSED EASEMENT FOR CONSTRUCTION & ACCESS 7 MIDE
- ⊙ EASEMENT FOR SUPPORT 3.5 MIDE



*OFFICE USE ONLY

DP 835983

Registered: 22-12-1993

This is a plan of the land of the area shown covered by my Certificate No. 29-11-93

R.P. Butler
 Registered Surveyor

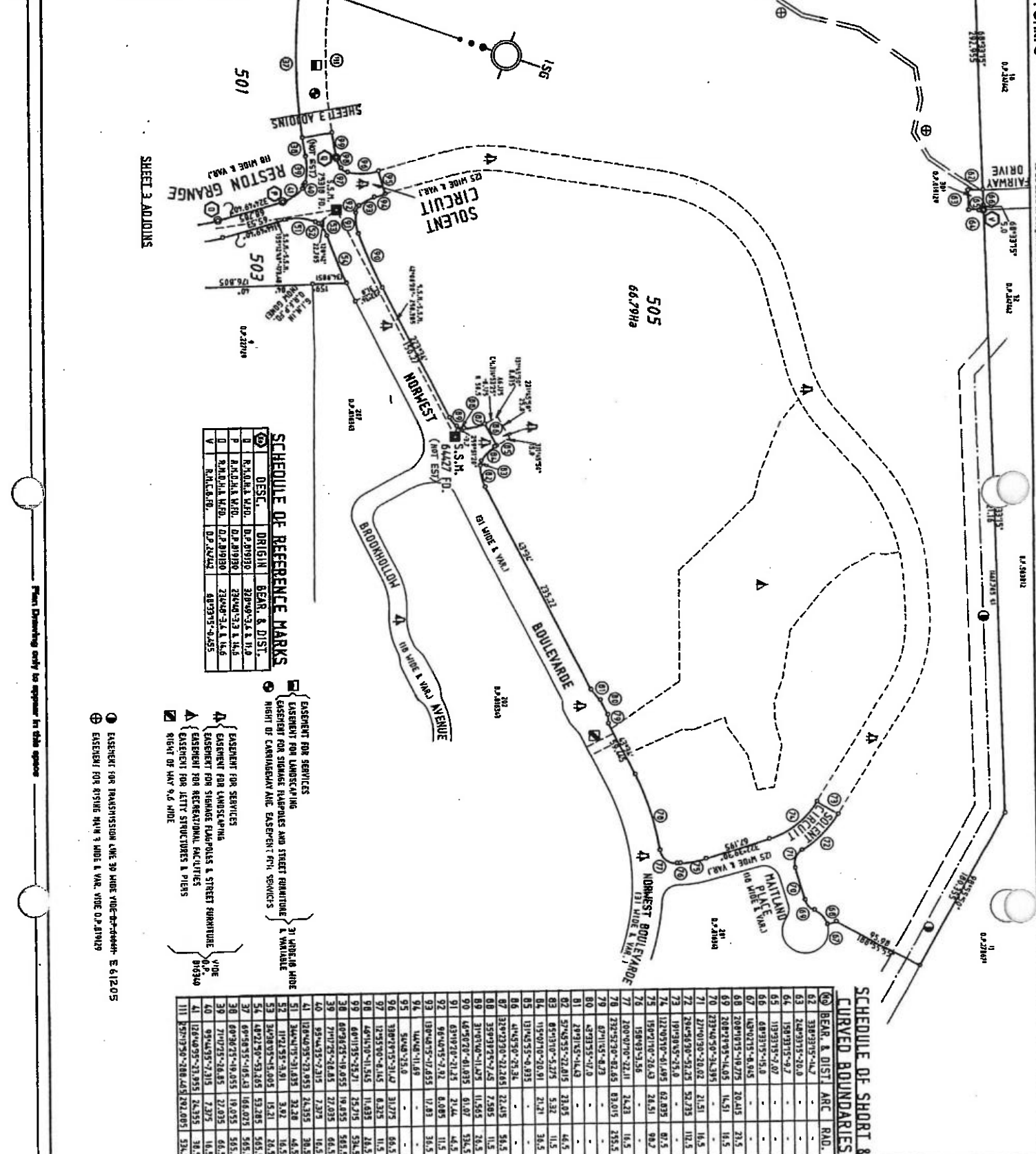
This is a plan of the land of the area shown covered by my Certificate No. 29-11-93

Survey registered under Surveyors Act 1928

This is a plan of the land of the area shown covered by my Certificate No. 29-11-93

Production Ratio 1: 1:2500

Surveyors Reference: 11 West Coast Pk Reserve.



SCHEDULE OF REFERENCE MARKS

NO.	DESC.	DRIGIN	BEAR. & DIST.
1	R.M.O.M. W.P.D.	D.P. 87930	328°09'54.1 & 11.0
2	R.M.O.M. W.P.D.	D.P. 87930	224°00'53.4 & 14.0
3	R.M.O.M. W.P.D.	D.P. 87930	234°00'54.1 & 16.0
4	R.M.O.M. W.P.D.	D.P. 24742	48°33'35.0 & 25.5

- ⊕ EASEMENT FOR TRANSMISSION LINE 30' WIDE VIDE D.P. 04444 E & 61205
- ⊕ EASEMENT FOR RISING MAIN 3' WIDE & VAR. WIDE D.P. 81929
- ⊕ EASEMENT FOR SERVICES
- ⊕ EASEMENT FOR STORMS, PIPES AND STREET FURNITURE
- ⊕ EASEMENT FOR CARWASH AND EASEMENT FOR SERVICES
- ⊕ EASEMENT FOR CARWASH AND EASEMENT FOR SERVICES
- ⊕ EASEMENT FOR SERVICES
- ⊕ EASEMENT FOR SIGNAGE, CLAMPING & STREET FURNITURE
- ⊕ EASEMENT FOR RECREATIONAL FACILITIES
- ⊕ EASEMENT FOR LITTY STRUCTURES & PIERS
- ⊕ Right of Way 9.0' WIDE

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO.	BEAR. & DIST.	ARC	RAD.
62	338°23'35"-14.7	-	-
63	248°33'35"-20.0	-	-
64	158°33'35"-9.7	-	-
65	118°33'35"-6.07	-	-
66	68°33'35"-15.0	-	-
67	148°03'15"-48.845	-	-
68	208°19'15"-10.275	20.415	21.5
69	208°19'15"-14.05	14.51	14.5
70	233°46'50"-34.395	-	-
71	271°01'30"-30.62	21.51	14.5
72	284°48'30"-52.25	52.275	172.5
73	110°30'35"-35.0	-	-
74	112°03'15"-61.295	62.035	67.5
75	158°03'15"-26.43	28.51	60.2
76	158°03'15"-9.58	-	-
77	200°07'10"-22.11	24.23	14.5
78	232°42'30"-82.855	83.015	235.5
79	67°14'55"-8.23	-	-
80	48°33'35"-17.0	-	-
81	289°13'55"-14.8	-	-
82	37°48'35"-22.815	23.05	44.5
83	65°33'10"-51.75	53.2	11.5
84	115°07'10"-20.91	21.21	36.5
85	131°45'35"-4.023	-	-
86	44°45'30"-25.31	-	-
87	325°03'30"-22.205	22.415	55.5
88	359°19'25"-2.45	2.805	11.5
89	318°13'00"-11.05	11.565	34.5
90	46°39'28"-61.035	61.07	324.5
91	63°19'10"-21.23	21.44	44.5
92	96°40'35"-71.92	8.085	11.5
93	138°44'35"-17.635	17.83	34.5
94	144°04"-11.69	-	-
95	54°04"-15.0	-	-
96	338°19'15"-31.67	31.275	66.5
97	125°53'00"-41.8	42.25	11.5
98	48°16'50"-11.545	11.635	24.5
99	60°11'35"-25.271	25.715	594.5
100	60°28'05"-18.055	18.055	581.5
101	71°07'25"-24.845	22.035	64.5
102	95°44'35"-21.15	21.27	14.5
103	128°46'35"-23.955	24.355	38.5
104	144°14'15"-31.835	32.28	44.5
105	110°25'35"-4.91	3.92	16.5
106	342°35"-48.005	48.21	24.5
107	48°21'35"-21.65	52.285	564.5
108	69°18'35"-105.43	106.025	584.5
109	60°28'25"-18.055	18.055	581.5
110	71°07'25"-24.845	22.035	64.5
111	95°44'35"-21.15	21.27	14.5
112	128°46'35"-23.955	24.355	38.5
113	144°14'15"-31.835	32.285	44.5

DP 0835983

Registered: 22-12-1993

This is a copy of my plan file, made on 03-11-93

S.R. Rudman

Survey registered under Survey Act 1928

For the Survey of the District of...
made on 03-11-93

For use where shown in accordance with any point on this Form 2.

WARNING: CLEANSING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
 CONVEYANCING ACT, 1919**

Length in Metres

Sheet 1 of 12 Sheets

PART 1

Plan: D.P. 835983

Subdivision of Lot 401 DP 819130
 covered by Council Clerk's
 Certificate N° 7565
 dated 15-12-1993

**Full name and address of
 Proprietor of the Land**

North Sydney Brick and Tile Co Limited
 Level 15
 1 York Street
 SYDNEY NSW 2000

1. Identity of easement firstly referred
 to in the abovementioned plan.

Right of carriageway and easement for
 services 31 wide, 18 wide and variable

Schedule of Lots Affected etc

Lots Benefitted

502

2. Identity of easement secondly referred
 to in the abovementioned plan.

Easement for services 31 wide,
 18 wide and variable

Schedule of Lots Affected etc

Lots Benefitted

Lot 2 DP 818340

3. Identity of easement thirdly referred
 to in the abovementioned plan.

Easement for landscaping 31 wide,
 18 wide and variable

Schedule of Lots Affected etc

Lots Benefitted

Lot 2 DP 818340

Lots Burdened
 505 and 506

CityPlan/SRP/PLAN/10

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
 CONVEYANCING ACT, 1919**

Length in Metres

Sheet 2 of 12 Sheets

PART 1 (Cont'd)

Plan: D.P. 835983

Subdivision of Lot 401 DP 819130
 covered by Council Clerk's
 Certificate N° 7565
 dated 15-12-1993

4. Identity of easement fourthly referred
 to in the abovementioned plan.

Easement for signage, flagpoles and
 street furniture 31 wide, 18 wide and
 variable

Schedule of Lots Affected etc

Lots Benefitted

Lot 2 DP 818340

5. Identity of easement fifthly referred
 to in the abovementioned plan.

Easement for support 3.5 wide

Schedule of Lots Affected etc

Authority Benefitted

Baulkham Hills Council

6. Identity of restriction sixthly referred
 to in the abovementioned plan.

Restriction on ^{the use of land} ~~the use of land~~

Schedule of Lots Affected etc

Authority Benefitted

Baulkham Hills Council

Lots Burdened
 Each and every lot

CityPlan/SRP/PLAN/10

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B,
CONVEYANCING ACT, 1919**

Length In Metres

Sheet 3 of 12 Sheets

PART 2

Plan: D. P. 815983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate No 7565
dated 15-12-1993

Terms of right of carriageway and easement for services 31 wide, 18 wide and variable firstly referred to in the abovementioned plan

Right of Carriageway as set out in Part 1 of Schedule V111 of the Conveyancing Act 1919 with the following addition:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the lot hereby benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, layout, construct, erect, install, carry, maintain and use through, above or under the lot hereby burdened all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide, and carry all or any of water, sewerage, gas, electric light, telephone and/or other domestic services to and from the lot hereby benefited PROVIDED THAT the said drains, pipes, conduits, poles, wire and/or other equipment and material shall be laid in such position so as to cause as little interference as possible with the rights of carriageway hereby reserved TOGETHER WITH the right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose to enter upon the lot hereby burdened and to remain there for any reasonable time for the purpose of laying, inspecting, clearing, repairing, maintaining or renewing such equipment or any part thereof and for any of the aforesaid purposes to open the soil of the lot hereby burdened to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot hereby burdened and/or free access to the lot hereby benefited and will restore without delay that surface as nearly as practicable to its original condition.

The said right of carriageway and easement for services is to remain in existence over the lot burdened until such time as Baulkham Hills Council approved the construction and dedication of a public road over the site of the said right of carriageway and easement for services, after such time the said right of carriageway and easement for services will be null and void.

Terms of easement for services 31 wide, 18 wide and variable secondly referred to in the abovementioned plan

Full free and unimpeded right for the proprietor of the lot benefited and every person authorised by it from time to time and at all times to have, use and carry out work in relation to the apparatus for the provision of the services and also the right to the free and uninterrupted passage of such services and all or any of them under through on or over the easement site TOGETHER WITH the right for authorised users from time to time and at all times with any tools, implements, materials or machinery necessary for the purpose to enter upon pass and re-pass over the lot burdened and to remain there for any reasonable time for the purpose of carrying out the work

GVWent/SK/P/MSH/LL

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B,
CONVEYANCING ACT, 1919**

Length In Metres

Sheet 4 of 12 Sheets

PART 2 (Cont'd)

Plan: D. P. 815983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate No 7565
dated 15-12-1993

BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the proprietor of the lot benefited and the proprietor of the lot burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

1. The proprietor of the lot benefited and any authorised user shall take all reasonable precautions to ensure as little disturbance or damage as possible to the lot burdened and will as soon as reasonably possible after carrying out the work restore the lot burdened as nearly as practicable to such condition as existed prior to the carrying out of the work and such restoration shall be carried out at the cost of the proprietor of the lot benefited.
2. The proprietor of the lot benefited shall at all times maintain and repair the apparatus at its own cost and expense and the proprietor of the lot burdened shall not be liable for any defect, breakage or failure in respect of the apparatus other than as may be caused or contributed to by the willful or negligent act or omission of the proprietor of the lot benefited, its contractors and employees.
3. The proprietor of the lot benefited shall not permit the apparatus to fall into disrepair so as to become a hazard or nuisance to any person lawfully upon or within the lot burdened or any part of it.
4. The proprietor of the lot benefited shall ensure that the apparatus does not cause any structural damage to any part of the lot burdened.
5. The proprietor of the lot burdened shall not do or allow anything to be done on or adjacent to the lot burdened which might:
 - (a) damage or destroy the apparatus;
 - (b) in any way interrupt or interfere with or impair the use of quality of the services; or
 - (c) impede or prevent the full free and uninterrupted flow of the substances through over or under the easement site.
6. The proprietor of the lot benefited and every authorised user shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the proprietor of the lot burdened and in particular so as not to impede the flow of traffic along the lot burdened.

GVWent/SK/P/MSH/LL

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B,
CONVEYANCING ACT, 1919**

Length in Metres

Sheet 5 of 12 Sheets

PART 2 (Cont'd)

Plan: D.P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate No 7565
dated 15-12-1993

7. Before any authorised user may exercise the right of access for the purposes hereby granted the proprietor of the lot benefited or its nominee shall:

- (a) give a reasonable period of notice to the proprietor of the lot burdened or its nominees of the intended exercise of such right and indicating generally the identity of the authorised users; and
- (b) obtain the consent of the proprietor of the lot burdened, which consent shall not be unreasonably withheld and which shall be given or withheld expeditiously. No consent shall be required in the case of an emergency.

8. An authorised user entering upon any lot burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the proprietor of the lot benefited hereby releases the proprietor of the lot burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the lot burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the willful or negligent act or omission of the proprietor of the lot burdened, its contractors or employees.

For the purposes of this easement, unless the contrary intention appears, the following terms have the following meanings:

"Apparatus" means all apparatus or any one or more apparatus installed or to be installed on, over, under or through the easement site required or necessary for the provision of the services including but not limited to, channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, pits and traps.

"Authorised User" means the proprietor of the lot benefited and every person authorised by it, including but not limited to the invitee, licensee and the duly authorised employees or representatives of the proprietor of the lot benefited and the duly authorised employees or maintenance contractor engaged by the proprietor of the lot benefited.

"Easement Site" means that part of those parts of the lot burdened shown in the abovementioned plan as the site of this easement.

"Proprietor of the Lot Benefitted" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in fee simple in the lot benefited and each part of the lot benefited.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B,
CONVEYANCING ACT, 1919**

Length in Metres

Sheet 6 of 12 Sheets

PART 2 (Cont'd)

Plan: D.P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate No 7565
dated 15-12-1993

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the lot burdened and each part of the lot burdened.

"Services" means all services or any one or more of such services including but not limited to water, irrigation, gas, electricity, telephone, sewerage, drainage, security and monitoring, lighting, private communications, closed circuit security monitoring, closed circuit television monitoring, video and audio services.

"Substances" means all substances or any one or more of such substances passing or to be passed through, in or over the easement site by means of the apparatus including but not limited to water, gas, electricity, sewerage and microwaves.

"Work" means all excavation and other work necessary or desirable for the purposes of this easement or to facilitate the proper enjoyment of this easement or to enable the carrying out of the obligations of the proprietor of the lot benefited under this easement, including but not limited to laying down, constructing, placing, operating, maintaining, relaying, removing, altering, renewing, cleaning, repairing, testing and maintaining the apparatus and (where applicable) passing, conveying and transmitting the substances over under or through the easement site in any manner and in any quantities.

Terms of easement for landscaping 31 wide, 18 wide and variable thirdly referred to in the abovementioned plan

Full free and uninterrupted right for the proprietor of the lot benefited and every person authorised by it from time to time and at all times to have, use and carry out work in relation to all landscaping installed or to be installed placed or allowed to remain by the proprietor of the lot benefited on the easement site TOGETHER WITH the right for authorised users from time to time and at all times with any tools, implements, materials or machinery necessary for the purpose, to enter upon, pass and re-pass over the lot burdened and to remain there for any reasonable time for the purpose of carrying out the work BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the proprietor of the lot benefited and the proprietor of the lot burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

1. The proprietor of the lot benefited and any authorised user shall take all reasonable precautions to ensure as little disturbance or damage as possible to the lot burdened and will as soon as reasonably possible after carrying out the work restore the lot burdened as

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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,
CONVEYANCING ACT, 1919**

Length In Metres

Sheet 7 of 12 Sheets

PART 2 (Cont'd)

Plan: D. P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N° 7565
dated 15-12-1993

nearly as practicable to such condition as existed prior to the carrying out of the work, and such restoration shall be carried out at the cost of the proprietor of the lot benefited.

2. The proprietor of the lot benefited shall at all times maintain and repair the landscaping at its own cost and expense and the proprietor of the lot burdened shall not be liable for any defect, damage or failure in respect of the landscaping other than as may be caused or contributed to by the willful or negligent act or omission of the proprietor of the lot burdened, its contractors and employees.
3. The proprietor of the lot benefited shall not permit the landscaping to fall into disrepair so as to become a hazard or nuisance to any person lawfully upon or within the lot burdened or any part of it.
4. The proprietor of the lot benefited shall ensure that the landscaping does not cause any structural damage to any part of the lot burdened.
5. The proprietor of the lot burdened shall not do or allow anything to be done on or adjacent to the lot burdened which might damage or destroy the landscaping.
6. The proprietor of the lot benefited and every authorised user shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the proprietor of the lot burdened and in particular so as not to impede the flow of traffic along the lot burdened.
7. Before any authorised user may exercise the right hereby granted the proprietor of the lot benefited or its nominee shall:
 - (a) give a reasonable period of notice to the proprietor of the lot burdened or its nominees of the intended exercise of such right and indicating generally the identity of the authorised users; and
 - (b) obtain the consent of the proprietor of the lot burdened, which consent shall not be unreasonably withheld and which shall be given or withheld expeditiously. No consent shall be required in the case of an emergency.
8. An authorised user entering upon the lot burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the proprietor of the lot benefited hereby releases the proprietor of the lot burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the

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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,
CONVEYANCING ACT, 1919**

Length In Metres

Sheet 8 of 12 Sheets

PART 2 (Cont'd)

Plan: D. P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N° 7565
dated 15-12-1993

willful or negligent act or omission of the proprietor of the lot burdened, its contractors or employees.

For the purpose of this easement, unless the contrary intention appears, the following terms have the following meanings:

"Authorised User" means the proprietor of the lot benefited and every person authorised by it, including but not limited to the invitees, licensees and the duly authorised employees or representatives of the proprietor of the lot benefited and the duly authorised employees of any maintenance contractor engaged by the proprietor of the lot benefited.

"Easement Site" means that part of those parts of the lot burdened shown in the abovementioned plan as the site of this easement.

"Landscaping" means all soft landscape elements including but not limited to grass, annuals, perennials, shrubs and trees, organic mulches, and hard landscape elements including but not limited to ground surfaces such as concrete, hot bitumen, brick or concrete pavers, natural stone, timber, constructed for the purpose of providing visual and physical amenity.

"Proprietor of the Lot Benefited" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in fee simple in the lot benefited and each part of the lot benefited.

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the lot burdened and each part of the lot burdened.

"Work" means all excavation and other work necessary or desirable for the purposes of this easement or to facilitate the proper enjoyment of this easement or to enable the carrying out of the obligations of the proprietor of the lot benefited under this easement, including but not limited to all work connected with or incidental to the setting out, laying, inspecting, watering, repairing, replacing, maintaining, removing or renewing the landscaping or any part of it.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B,
CONVEYANCING ACT, 1919**

Length In Metres

Sheet 9 of 12 Sheets

PART 2 (Cont'd)

Plan: D.P 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N° 7565
dated 15-12-1993

Terms of easement for signage, flagpoles and street furniture 31 wide, 18 wide and variable fourthly referred to in the abovementioned plan

Full free and unimpeded right for the proprietor of the lot benefited and every person authorised by it from time to time and at all times to have, use and carry out work in relation to all signage, flagpoles and street furniture installed or to be installed placed or allowed to remain by the proprietor of the lot benefited on the easement site TOGETHER WITH the right for authorised users from time to time and at all times with any tools, implements, materials or machinery necessary for the purpose, to enter upon pass and re-pass over the lot burdened and to remain there for any reasonable time for the purpose of carrying out the work BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the proprietor of the lot benefited and the proprietor of the lot burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

1. The proprietor of the lot benefited and any authorised user shall take all reasonable precautions to ensure as little disturbance or damage as possible to the lot burdened and will as soon as reasonably possible after carrying out the work restore the lot burdened and nearly as practicable to such condition as existed prior to the carrying out of the work, and such restoration shall be carried out at the cost of the proprietor of the lot benefited.
2. The proprietor of the lot benefited shall at all times maintain and repair the signage, flagpoles and street furniture, at its own cost and expense and the proprietor of the lot burdened shall not be liable for any defect, damage or failure in respect of the signage, flagpoles and street furniture other than as may be caused or contributed to by the willful or negligent act or omission of the proprietor of the lot burdened, its contractors and employees.
3. The proprietor of the lot benefited shall not permit the signage, flagpoles and street furniture to fall into disrepair so as to become a hazard or nuisance to any person lawfully upon or within the lot burdened or any part of it.
4. The proprietor of the lot benefited shall ensure that the signage, flagpoles and street furniture does not cause any structural damage to any part of the lot burdened.
5. The proprietor of the lot burdened shall not do or allow anything to be done on or adjacent to the lot burdened which might damage or destroy the signage, flagpoles and street furniture.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B,
CONVEYANCING ACT, 1919**

Length In Metres

Sheet 10 of 12 Sheets

PART 2 (Cont'd)

Plan: D.P 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N° 7565
dated 15-12-1993

6. The proprietor of the lot benefited and every authorised user shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the proprietor of the lot burdened and in particular so as not to impede the flow of traffic along the lot burdened.

7. Before any authorised user may exercise the right hereby granted the proprietor of the lot benefited or its nominee shall:
 - (a) give a reasonable period of notice to the proprietor of the lot burdened or its nominees of the intended exercise of such right and indicating generally the identity of the authorised users; and
 - (b) obtain the consent of the proprietor of the lot burdened, which consent shall not be unreasonably withheld and which shall be given or withheld expeditiously. No consent shall be required in the case of an emergency.
8. An authorised user entering upon the lot burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the proprietor of the lot benefited hereby releases the proprietor of the lot burdened and its contractors and employees from all claims or demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights hereby granted other than as may be caused or contributed to by the willful or negligent act or omission of the proprietor of the lot burdened, its contractors or employees.

For the purpose of this easement, unless the contrary intention appears, the following terms have the following meanings:

- "Authorised User" means the proprietor of the lot benefited and every person authorised by it, including but not limited to the invitees, licensees and the duly authorised employees or representatives of the proprietor of the lot benefited and the duly authorised employees of any maintenance contractor engaged by the proprietor of the lot benefited.
- "Easement Site" means that part of those parts of the lot burdened shown in the abovementioned plan as the site of this easement.
- "Proprietor of the Lot Benefited" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in fee simple in the lot benefited and each part of the lot benefited.

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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,
 CONVEYANCING ACT, 1919**

Length in Metres

Sheet 11 of 12 Sheets

PART 2 (Cont'd)

Plan: D.P.835983

Subdivision of Lot 401 DP 819130
 covered by Council Clerk's
 Certificate N° 7565
 dated 15-12-1993

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the lot burdened and each part of the lot burdened.

"Signage" means all signage and information systems installed, erected or constructed or to be installed erected or constructed on or over the easement site.

"Street Furniture" means all furniture capable of being installed, constructed or erected on the easement site including but not limited to benches, seats, tables, shelters and planter boxes.

"Work" means all excavation and other work necessary or desirable for the purposes of this easement or to facilitate the proper enjoyment of this easement or to enable the carrying out of the obligations of the proprietor of the lot benefited under this easement, including but not limited to all work connected with or incidental to constructing, installing, inspecting, painting, repairing, replacing, maintaining, removing or renewing the signage, flagpoles and street furniture or any part of it.

Terms of easement for support 3.5 wide fifthly referred to in the abovementioned plan

Full and free right for the body in whose favour this easement is created and every person authorised by it from time to time and at all times hereafter to enter upon return pass and repass with or without vehicles in through along and over the servient tenement and to use the servient tenement for the purpose of placing thereon all such earth cement sand clay and other material as shall in the opinion of the Baulkham Hills Council be necessary or desirable for the purpose of constructing reconstructing and forever maintaining on the servient tenement the batter or to serve as a support for the surface subsoil and under surface of any public road or street adjoining or adjacent to the said land and the said batter when so constructed to use at all times hereafter for the purpose of giving such support as aforesaid AND the registered proprietor servant tenant in any manner or for any purpose which may affect or have a tendency to affect the stability of the said batter or to impair its efficiency and will not do or suffer to be done any act or thing which may injure or damage the said batter or in any way impair its efficiency and if he should do or suffer to be done any act or thing which may in any way injure damage or impair the said batter he will at his own expense properly and substantially repair and make good all such injury and damage provided that if the registered proprietor upon receipt of notice in writing from the General Manager for the time being of Baulkham Hills Council requiring him to repair and make good all such damage or injury shall fail to do so promptly it shall be lawful for but not obligatory upon the said Council to repair and make good all such injury or damage and all costs damages charges and expenses incurred by

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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,
 CONVEYANCING ACT, 1919**

Length in Metres

Sheet 12 of 12 Sheets

PART 2 (Cont'd)

Plan: D.P.835983

Subdivision of Lot 401 DP 819130
 covered by Council Clerk's
 Certificate N° 7565
 dated 15-12-1993

the said Council in so doing shall be repayable by the registered proprietor to the said Council upon demand.

The Authority having the right to release vary or modify this easement is the Baulkham Hills Council.

Terms of the restriction on the use of land sixthly referred to in the abovementioned plan

No further development is to take place on the lots burdened until the said lots are re-subdivided in accordance with the requirements of Baulkham Hills Council. This restriction shall stay in force until the registration of the plan of the said re-subdivision at the Land Titles Office.

The Authority having the right to release vary or modify this restriction is the Baulkham Hills Council.

THE COMMON SEAL OF NORTH
 STONEY BRICK AND TILE COMPANY
 LIMITED was hereunto affixed by
 resolution of the Directors in the
 presence of:



Director
 Director

Secretary

Approved by Baulkham Hills Council

THE COMMON SEAL OF
 Baulkham Hills Council
 WAS HERETO AFFIXED BY
 RESOLUTION OF THE BOARD OF
 DIRECTORS IN THE PRESENCE OF

General Manager

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REGISTERED 22-12-1993

