

(Sheet 2 of 7 Sheets)

DP 867854

Plan of Subdivision of Lots 50 and 55 in
DP 837953, Lot 90 in DP 838113 and
Lot 102 in DP 837700

PART 2

1. Terms of restriction on use firstly referred to in the abovementioned plan:

To preserve the structural integrity of lots 3, 5 and 7 defined in the abovementioned plan ("**the Lots**") and of any of the Corporation's works from time to time contained therein ("**the Works**"), the Proprietor of the Lot Burdened:

- (a) shall not, without the prior written consent of the Corporation, (which shall not be unreasonably withheld and shall be on reasonable conditions provided that it does not compromise the structural integrity of the Lots or of any of the Works, or the Corporation's ability to maintain and operate the Works), and submission to the Corporation of a geotechnical report compiled by a suitably qualified geotechnical engineer and subject to compliance with such conditions as the Corporation may reasonably impose:
 - (i) erect, construct, or place any building, structure or retaining wall on the areas burdened by this restriction on use which are identified on the abovementioned plan by the letter "A"; or
 - (ii) carry out any excavation, or alteration of the surface levels of the areas burdened by this restriction on use;
- (b) covenants and agrees that in the event of any inconsistency between these terms and the terms of any other registered interest ("**the other terms**") then these terms shall prevail and have priority over and against the other terms;
- (c) covenants and agrees that for the purposes of this restriction on use unless a contrary intention appears:
 - (i) "**Proprietor of the Lot Burdened**" means and includes each and every one of those proprietors and their executors, administrators, successors and assigns, as the case may be, and where not repugnant to the context, their servants, agents, and contractors, and every person, (including a corporation), who is at any time entitled to an estate or interest in possession (including holding over under a lease), in any lot burdened by this restriction on use;



(Sheet 3 of 7 Sheets)

Plan: DP867854

Plan of Subdivision of Lots 50 and 55 in
DP 837953, Lot 90 in DP 838113 and
Lot 102 in DP 837700

- (ii) where a Proprietor of a Lot Burdened consists of two (2) or more persons, these terms shall bind them jointly and severally and jointly and severally bind their executors, administrators, successors and assigns;
- (iii) "**Corporation**" means and includes Sydney Water Corporation Limited ACN 063 279 649, its administrators, successors and assigns and, where not repugnant to the context, includes the servants, agents, and contractors of Sydney Water Corporation Limited;
- (iv) "**terms**" means the terms of this restriction on use; and
- (v) words importing the singular number shall include the plural and vice versa and words importing the person shall include a body corporate and vice versa and each gender shall include every other gender.

2. Terms of easement secondly referred to in the abovementioned plan:

The Proprietor of the Lot Burdened:

- (a) grant full and free right for the Corporation and every person authorised by it from time to time and at all times for the purposes of facilitating the operation, maintenance and desilting of the Corporation's Works to enter, go, return, pass and repass over and upon and to remain upon those parts of the lots herein burdened, identified on the abovementioned plan by the letter "B" ("**Easement Two Area**"), with or without vehicles to transport its personnel and any equipment, implements, tools, machinery and pipework, (collectively referred to as "**Equipment**");

PROVIDED THAT:


- (i) the Corporation shall not do or cause to be done anything on the Easement Two Area which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices or any licences, approvals, consents, permits and permissions issued thereunder of which the Corporation is aware;

(Sheet 4 of 7 Sheets)

Plan: DP867854

Plan of Subdivision of Lots 50 and 55 in
DP 837953, Lot 90 in DP 838113 and
Lot 102 in DP 837700

- (ii) the Corporation indemnifies and keeps indemnified the Proprietors of the Lots Burdened against all actions suits claims and damages of whatsoever nature which may be brought against the Proprietor of the Lots Burdened and all costs charges and expenses which the Proprietor of the Lot Burdened may incur as a result of any negligent act or omission of the Corporation;
- (iii) the Corporation covenants that it shall from time to time and at all times so far as may be reasonably practicable make good and remedy all damage caused to the Easement Two Area by reason of or arising out of the exercise of any negligent act or omission of the Corporation;
- (iv) it is acknowledged that the Proprietors of the Lots Burdened might have rights under Section 41 of the Water Board (Corporatisation) Act 1994 as amended to claim compensation in respect of damage caused by the operations of the Corporation but any such rights are separate to and do not affect the obligation of the Corporation contained in paragraph (i) above except that the Proprietor of the Lot Burdened shall not be entitled, in respect of the same damage, to be compensated both under these terms and under the Water Board (Corporatisation) Act 1994 as amended; and
- (v) subject to the rights granted to the Corporation in paragraph (a) of this easement, the Corporation shall not unreasonably impede or interfere with access to others within the Easement Two Area and shall ensure that any vehicles brought onto the Easement Two Area are not left stationary so as to unreasonably impede or interfere with such access;
- (b) covenant and agree that the Corporation is entitled to generally exercise and perform in and upon the Easement Two Area any of the rights, powers and authorities conferred on or vested in the Corporation under and by virtue of the provisions of the Water Board (Corporatisation) Act 1994 as amended,
- (c) covenant and agree that for the purposes of these terms unless a contrary intention appears:


4.

(Sheet 5 of 7 Sheets)

Plan: DP 867854

Plan of Subdivision of Lots 50 and 55 in
DP 837953, Lot 90 in DP 838113 and
Lot 102 in DP 837700

- (i) words importing the singular number shall include the plural and vice versa and words importing the person shall include a body corporate and vice versa and each gender shall include every other gender;
- (ii) **"Proprietor of the Lot Burdened"** means and includes each and every one of those proprietors and their executors, administrators, successors and assigns, as the case may be and any lessee, licensee or any other party from time to time entitled to use the Easement Two Area, and where not repugnant to the context, their servants, agents, and contractors, and every person, (including a corporation), who is at any time entitled to an estate or interest in possession, (including holding over under a lease), in any lot burdened by this easement;
- (iii) where a proprietor of a lot burdened by this Easement consists of two (2) or more persons, these terms shall bind them jointly and severally and jointly and severally bind their executors, administrators, successors and assigns;
- (iv) **"Corporation"** means and includes Sydney Water Corporation Limited ACN 063 279 649, its administrators, successors and assigns and, where not repugnant to the context, includes the servants, agents, and contractors of Sydney Water Corporation Limited; and
- (v) **"Corporation's Works"** means and includes the Corporation's access shafts and hatches within Lot 6 in the abovementioned plan and the sub-surface stormwater conduits and tunnels accessed thereby and extending beyond Lot 6 in the abovementioned plan.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION ON USE FIRSTLY REFERRED TO IN THE ABOVEMENTIONED
PLAN:**

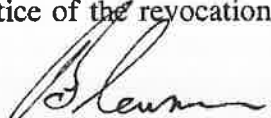
Sydney Water Corporation Limited ACN 063 279 649

(Sheet 6 of 7 Sheets)


Plan: DP 867854

Plan of Subdivision of Lots 50 and 55 in
DP 837953, Lot 90 in DP 838113 and
Lot 102 in DP 837700

SIGNED for and on behalf of)
CITY WEST DEVELOPMENT)
CORPORATION under delegated)
authority and without assuming personal)
liability and I hereby certify that I have no)
notice of the revocation of such delegation:)
)


.....
(Signature of Delegate)

Brian NEWMAN
.....
(Name of Delegate in Full)


.....
(Signature of Witness)

Philip G. Wloss
.....
(Name of Witness in Full)

THE OFFICIAL SEAL of)
CASINO CONTROL AUTHORITY was)
affixed hereto in the presence of:)
)

.....
(Signature of Witness)

.....
(Name of Witness in Full)



.....
(Signature of Chief Executive)

LINDSAY GRAHAM LE COMPTON
.....
(Name of Chief Executive in Full)

(Sheet 7 of 7 Sheets)

Plan: DP 867854

Plan of Subdivision of Lots 50 and 55 in
DP 837953, Lot 90 in DP 838113 and
Lot 102 in DP 837700

THE COMMON SEAL of SYDNEY
HARBOUR CASINO PROPERTIES
PTY. LIMITED was affixed by the
authority of the Board of Directors in
the presence of:



[Signature]
(Signature of Secretary/~~Director~~)

[Signature]
(Signature of Director)

STEVEN ALPERSTEIN
(Name of Secretary/~~Director~~ in Full)

NEIL GAMBLE
(Name of Director in Full)

SIGNED for and on behalf of COMMONWEALTH BANK OF AUSTRALIA:

Signed by David Neil Maynard
as attorney for the Commonwealth
Bank of Australia under power of
attorney dated 17 March 1994
registered book 4050 No. 804
in the presence of

[Signature]

[Signature]

[Signature]

[Signature]

SYD6/724/272320.1

REGISTERED



19.5.1997

[Signature]
7. *[Signature]*



**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:43

Order No. 64919598

Certificate No: 99321625

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 867855

Available: Y

Size (KB): 324

Number of Pages: 4

Scan Date and Time: 27/06/1997 10:54

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.



SURVEYORS REFERENCE 7545DAC

Registered:  22-05-199

This is sheet 2 of my plan in 4 &
dated 2/1/94, 3/2/97

Surveyor registered under Surveyors Act, 1928.

wheels coated by my cartrains. No
 201

General Manager/authorized person

L.G.A.: SYDNEY CITY

Locality: SYDNEY

Parish: **St. Lawrence**

County: CUMBERLAND

For use where space is indispensable in any pension plan
Form 2

SUBDIVISION
PLAN OF CONSOLIDATION
OF LOTS 92, 93, 94, & 95
DP, 830813, LOTS 11 & 12
DP, 830807, LOT 122
DP, 828957, LOT 103 & 102
DP, 837700, LOT 51
DP, 837953 & LOT 4
DP, X
AND EASEMENTS OVER LOT
5, 8, & 9 DP, X
LOT 10 DP, X &

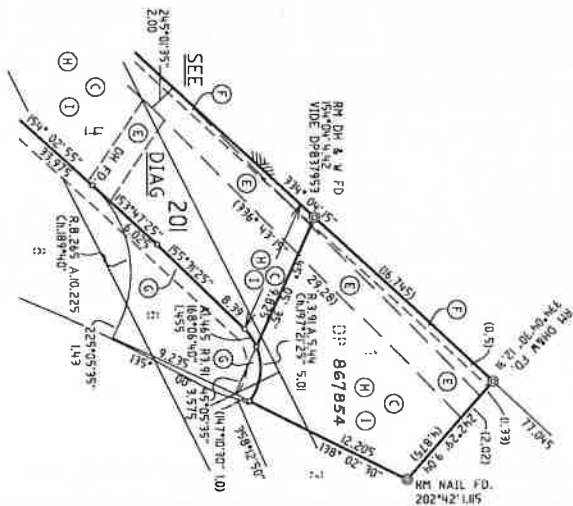


DIAGRAM 2
SCALE 1:250

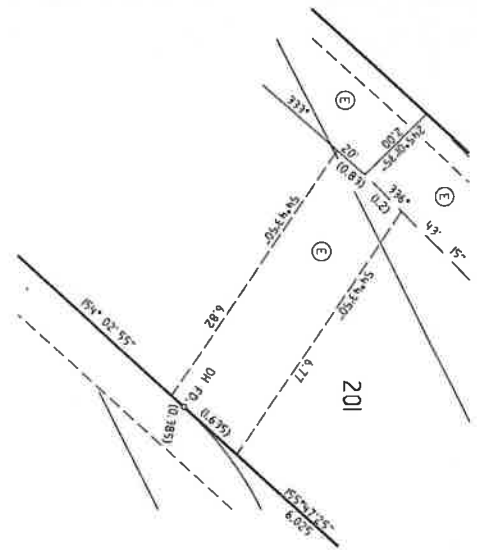
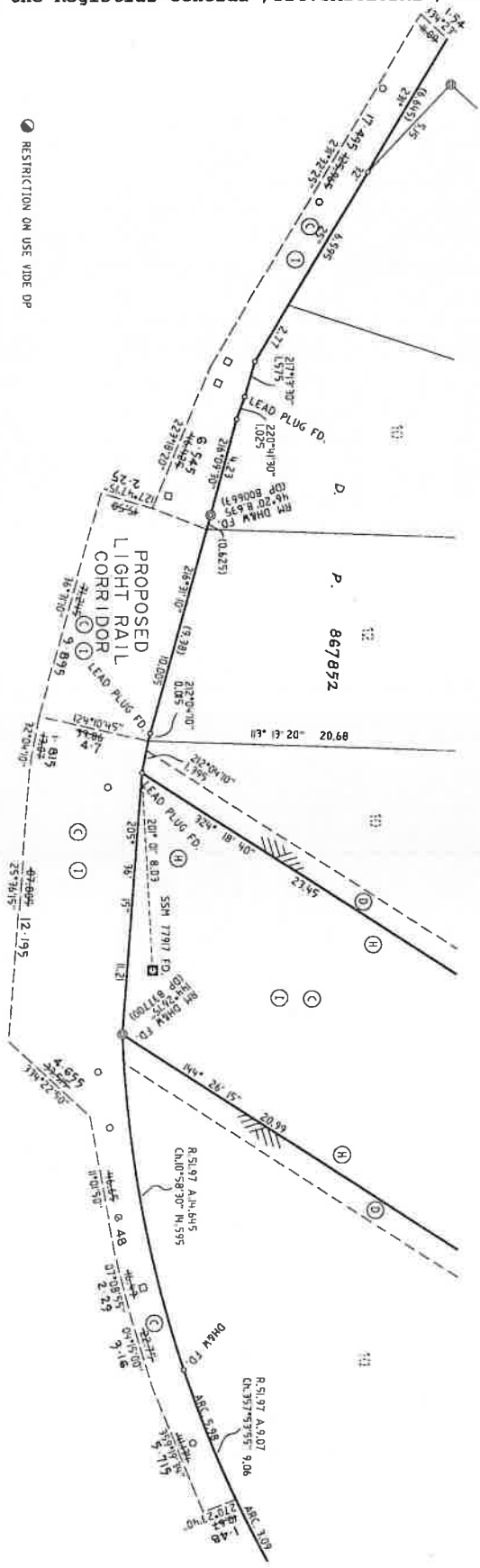


DIAGRAM 3
NOT TO SCALE



- (C) EASEMENT FOR ACCESS & SERVICES VARIABLE WIDTH
- (D) EASEMENT FOR ACCESS SUPPORT & SERVICES IN/IDE
- (E) EASEMENT TO DRAIN WATER 2 WIDE
- (F) EASEMENT FOR OVERHANG 0.5 WIDE
- (G) EASEMENT FOR ACCESS SUPPORT & SERVICES 1.0 WIDE
- (H) RESTRICTION ON USE
- (I) EASEMENT FOR ACCESS & STORMWATER MAINTENANCE PURPOSES VARIABLE WIDTH

DIAGRAM 4
NOT TO SCALE

Plan Drawing only to appear in this space

RESTRICTION ON USE: DP

DP 867855

Registered: 22.07.1997

This is a plan of my land in 4 phases dated 21/11/97 3/2/97

Signature: [Signature]
Surveyor registered under Surveyors Act 1978

This is a plan of my land in 4 phases dated 21/11/97 3/2/97

General Manager/Assistant General Manager

L.G.A.: SYDNEY CITY

Locality: SYDNEY

Parish: ST. LAWRENCE

County: CUMBERLAND

For use where shown in map/plan in any position Plan Form 2

PLAN AMENDED IN L70 27.06.1997

Lengths are in metres. Reduction Ratio: 1:1000

Surveyors Reference: 75550ACI

DP 867855

Registered

22.05.1997

This is a copy of the plan as it exists
dated 3/2/97 21/1/97

Signature: P. Hartman
Deputy Registrar under Surveys Act 1958

This is a copy of the plan as it exists
dated 3/2/97 21/1/97

Deputy Registrar/Assistant Registrar

LGA: SYDNEY CITY

Locality: SYDNEY

Parish: ST. LAWRENCE

County: CUMBERLAND

For use where space is insufficient in any plan on Plan Form 2



The common seal of the Sydney Harbour Bridge Trust, established under the Sydney Harbour Bridge Act 1980, is hereby certified to be a valid and lawful seal of the said Trust.

Signature: [Handwritten]
Deputy Registrar

Signature: [Handwritten]
Deputy Registrar



Signature: [Handwritten]
Deputy Registrar

Signature: [Handwritten]
Deputy Registrar

Signature: [Handwritten]
Deputy Registrar

Signed by me, BRIAN DENNIN, General Manager, as delegate of the City West Development Corporation and I hereby certify that I have no notice of the revocation of such delegation.

Signature: [Handwritten]
General Manager



**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:44

Order No. 64919598

Certificate No: 99321626

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - 88B 867855

Available: Y

Size (KB): 836

Number of Pages: 26

Scan Date and Time: 27/06/1997 10:54

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

(Sheet 1 of 26 Sheets)

Lengths are in metres

DP 867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP ~~867854~~ and Easements
over Lots 1, 6, 8 and 9 in DP ~~867854~~ and
Lot 10 in DP ~~867854~~ 52.

PART 1

**Full name and address of
proprietor of the land**

City West Development Corporation of
137 Pyrmont Road, Pyrmont and Casino
Control Authority of 309 Kent Street,
Sydney

1. **Identity of
easement firstly
referred to**

Easement to Drain Water 3.5 wide

Schedule of Lots, etc. affected

Lot Burdened

Lot Benefited

Lot 200

Lot 121 in Deposited Plan 828957 ,

2. **Identity of easement secondly
referred to**

Easement to Drain Sewage 3.5 wide

Schedule of Lots, etc. affected

Lot Burdened

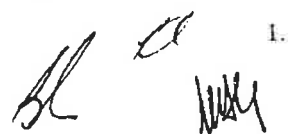
Lot Benefited

Lot 200

Lot 121 in Deposited Plan 828957 ,

3. **Identity of
easement thirdly
referred to**

Easement for Access and Services variable
width

 1.

(Sheet 2 of 26 Sheets)

DP 867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP ~~ø~~ and Easements
over Lots 1, 6, 8 and 9 in DP ~~ø~~ and
Lot 10 in DP ~~ø~~ D. P. 867852

Schedule of Lots, etc. affected

Lots Burdened

Lots 200 & 201 and
Lot 1 in Deposited
Plan ~~ø~~

Lots Benefited

Lot 10 in Deposited Plan ~~867852~~
Lot 50 in Deposited Plan ~~837953~~ 867853
Lots 6, 8 and 9 in Deposited Plan 867854

4. **Identity of
easement fourthly
referred to**

Easement for Access Support and Services
1 wide

Schedule of Lots, etc. affected

Lot Burdened

Lot 9 in Deposited
Plan ~~ø~~ and
Lot 10 in Deposited
Plan ~~ø~~ 867852

Lot Benefited

Lot 201

5. **Identity of
easement fifthly
referred to**

Easement to Drain Water 2 wide

Schedule of Lots, etc. affected

Lots Burdened

Lot 201
and Lot 1 in
Deposited Plan ~~ø~~

Lots Benefited

Lots 6, 8 and 9 in Deposited Plan 867854

6. **Identity of
easement sixthly
referred to**

Easement for Overhang 0.5 wide

SYD6/724/272312.1

~~ø~~ D. P. 867854

2.

(Sheet 3 of 26 Sheets)

DP 867855

Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP ~~837953~~ and Easements over Lots 1, 6, 8 and 9 in DP ~~837953~~ and Lot 10 in DP ~~837953~~

Lots Burdened

Lot 201 and Lot 1 in Deposited Plan ~~837953~~

Lot Benefited

Lot 50 in Deposited Plan ~~837953~~ 867853

7. Identity of easement seventhly referred to

Easement for Access Support and Services 1 wide

Schedule of Lots, etc. affected

Lots Burdened

Lots 6 and 8 in Deposited Plan ~~837953~~

Lots Benefited

Lot 201 and Lot 1 in Deposited Plan 867854

8. Identity of restriction on use eighthly referred to

Restriction on Use

Schedule of Lots, etc. affected

Lots Burdened

Lot 201 and Lot 1 in Deposited Plan ~~837953~~

Authority Benefited

Sydney Water Corporation Limited
ACN 063 279 649

9. Identity of easement ninthly referred to

Easement for Access and Stormwater Maintenance purposes variable width

Schedule of Lots, etc. affected

Lots Burdened

Authority Benefited

SYD6/724/272312.1

ϕ = D. P. 867854

3.

(Sheet 4 of 26 Sheets)

DP 867855

Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

Lots 200 and 201 and
Lot 1 in Deposited Plan

Sydney Water Corporation Limited
ACN 063 279 649

10. Identity of covenant tenthly
referred to

Public Positive Covenant

Schedule of Lots, etc. affected

Lots Burdened

Authority Benefited

Lot 200

Sydney Water Corporation Limited
ACN 063 279 649

PART 2

1. Terms of easement firstly referred to in the abovementioned plan:

The registered proprietor of the lot burdened ("Grantor") grants full and free right for every person who is at any time entitled to an estate or interest in possession in the lot benefited or any part thereof with which the right shall be capable of enjoyment ("Grantee"), its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through that part of the lot burdened which is identified on the abovementioned plan by the letter "A" ("Easement One Area") together with the right to use, for the purposes of the easement, any line of pipes already laid within the Easement One Area for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor beneath the surface of the Easement One Area and together with the right for the Grantee and Agents with any tools, implements, or machinery, necessary for the purpose, to enter upon the Easement One Area via such pipes and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipeline or any part thereof,

PROVIDED THAT:

(Sheet 5 of 26 Sheets)

DP 867855

Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

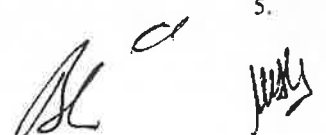
- (a) the Grantee and Agents shall take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot burdened;
- (b) the Grantor shall encase any line of pipes already laid within the Easement One Area in concrete; and
- (c) should the Grantee or Agents in exercise of any of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon, the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee or Agents to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as reasonably practicable.

2. **Terms of easement secondly referred to in the abovementioned plan:**

The registered proprietor of the lot burdened ("Grantor") grants full and free right for every person who is at any time entitled to an estate or interest in possession in the lot benefited or any part thereof with which the right shall be capable of enjoyment ("Grantee") its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through that part of the lot burdened which is identified on the abovementioned plan by the letter "B" ("Easement Two Area"), together with the right to use, for the purposes of the easement, any line of pipes already laid within the Easement Two Area for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefor and together with the right for the Grantee and Agents, with any tools, implements or machinery, necessary for the purpose, to enter upon the Easement Two Area via such pipes and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipeline or any part thereof,

PROVIDED THAT:

- (a) the Grantee and Agents shall take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot burdened;



(Sheet 6 of 26 Sheets)

DP 867855

Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

- (b) the Grantor shall encase any line of pipes already laid within the Easement Two Area in concrete; and
- (c) should the Grantee or Agents in exercise of any of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee or Agents to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as reasonably practicable.

3. Terms of easement thirdly referred to in the abovementioned plan:

The registered proprietor of the lot burdened ("Grantor"):

- (a) grants in common with the rights of the Grantor and all others authorised by the Grantor to use that part of the lot burdened which is identified on the abovementioned plan by the letter "C" ("Easement Three Area") to the registered proprietor of the lot benefited ("Grantee"):
 - (i) the full and free right for the Grantee, its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") to use, operate, examine, alter, renew, cleanse, repair and maintain the bridge structure erected within the lot benefited or any part thereof ("Jones Bay Road Bridge") or through, under and across the Easement Three Area;
 - (ii) the full and free right for the Grantee and Agents for any of the purposes set out above and incidental thereto to enter go, return, pass and repass with or without vehicles upon along or over the Easement Three Area and bring and place thereon and remove therefrom such materials, implements, machinery, plant, tools, equipment and other items as may be necessary provided that, except in emergencies, the Grantee shall give to the Grantor reasonable notice in writing prior to exercising its rights hereunder;

(Sheet 7 of 26 Sheets)

DP 867855

Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

- (iii) the full and free right for the Grantee and Agents for any of the purposes set out in the easements fourthly, fifthly, sixthly and seventhly referred to or incidental thereto to enter, go, return, pass and re-pass with or without vehicles upon, along or over Lot 201 in the abovementioned plan and Lot 1 in Deposited Plan and place thereon and remove therefrom such materials, implements, machinery, plant, tools, equipment and other items as may be necessary for the Grantee to exercise its rights pursuant to the easements fourthly, fifthly, sixthly and seventhly referred to, provided that, except in the case of emergency, the Grantee shall give to the Grantor not less than fourteen (14) days' notice in writing prior to exercising its rights hereunder;
- (iv) the full and free right for the Grantee and Agents for the purposes of providing foundation and support structures to Lots 6, 8 and 9 in Deposited Plan and incidental thereto to enter go, return, pass and repass with or without vehicles upon along or over the Easement Three Area and bring and place thereon and remove therefrom such materials, implements, machinery, plant, tools, equipment and other items as may be necessary (provided that this easement shall not be construed so as to permit the Grantee to allow foundation and support structures to be erected and remain within the Easement Three Area);

PROVIDED THAT:

- (v) the Grantee acknowledges that the Grantor is entitled to, itself or to lease, license or otherwise permit others to operate a light rail transport system ("Light Rail System") and to own the Light Rail System airspace corridor within the lot burdened, within and through the Easement Three Area and any rights granted by this easement are subject to the operation of the Light Rail System;
- (vi) in exercising its rights pursuant to this easement, the Grantee and Agents shall not interfere with the efficient, safe and cost

(Sheet 8 of 26 Sheets)

Plan: DP 867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

effective construction, installation, commissioning, maintenance and operation of the Light Rail System and shall, in exercising its rights pursuant to this easement, comply with all statutory and regulatory provisions relating to safety which are applicable to the Light Rail System and any safety plan the operator of the Light Rail System may have in existence from time to time;

- (vii) should the Grantee and Agents in exercise of any of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon, the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to the same specifications, performance and quality as previously existed or, where this is not possible, to such lesser standard as shall be approved by the Grantor (such approval not to be unreasonably withheld);
- (viii) the Grantee shall not do or cause to be done anything on the Easement Three Area which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences approvals, consents, permits and permissions issued thereunder of which the Grantee is aware;
- (ix) the Grantee shall not impede access to others or traffic flow within the Easement Three Area and shall ensure that any vehicles brought onto the Easement Three Area are not left stationary so as to impede such access or traffic flow;
- (x) in regard to that part of the Easement Three Area marked "Proposed Light Rail Corridor" on the abovementioned plan, the Grantee indemnifies and keeps indemnified the Grantor against all actions suits claims and damages of whatsoever nature which may be brought against the Grantor and all costs charges and expenses which the Grantor may incur as a result of the exercise

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Plan: DP 867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

or purported exercise of the Grantee's rights pursuant to this easement by the Grantee and Agents and in support of such indemnity, the Grantee shall procure the effecting of and keeping current of a public liability insurance policy which is applicable to that part of the Easement Three Area and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any single one accident or event and which is with a reputable insurance company;

(xi) in regard to all parts of the Easement Three Area other than that marked "Proposed Light Rail Corridor" and subject to compliance by the Grantor with its obligations pursuant to paragraph (c) of this easement, the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims and damages of whatsoever nature which may be brought against the Grantor and all costs, charges and expenses which the Grantor may incur as a result of the exercise or purported exercise of the Grantee's rights pursuant to this easement by the Grantee, its officers, agents, employees, workmen or contractors or by the existence of any equipment or vehicles of the Grantee its officers, agent employees, workmen or contractors on the Easement Three Area to the extent that such damages, costs and expenses are not recoverable from the proceeds of insurance referred to in paragraph (c) of this easement; and

(xii) the Grantee acknowledges that its rights to use the Easement Three Area pursuant hereto are in conjunction with the rights of Sydney Water Corporation Limited to also use the Easement Three Area in accordance with its rights pursuant to the easement ninthly referred to in the abovementioned plan and the Grantee will liaise and co-operate with the Sydney Water Corporation Limited in the exercise of its rights hereunder;

(b) agrees that no building structure or other improvement shall be constructed upon or under the Easement Three Area so as to prevent the Grantee from exercising its rights in accordance with this easement but the Grantee

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DP 867855

Plan: DP867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

acknowledges that the laying of concrete slabs, acoustic insulation, signalling, track work, catenary, catenary poles and catenary wires, electricity supply and communication equipment and other installations, improvements and structures necessary for the construction, commissioning, maintenance, repair and/or operation of the Light Rail System by the Grantor shall not prevent the Grantee from exercising such rights,

- (c) shall, at its own cost and in regard to all parts of the Easement Three Area other than that marked "Proposed Light Rail Corridor", procure the effecting of and keeping current of a public liability insurance policy which is applicable to that part of the Easement Three Area and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any single one accident or event and which is with a reputable insurance company

4. Terms of easement fourthly referred to in the abovementioned plan:

The registered proprietor of the lot burdened ("Grantor"):

- (a) grants in common with the rights of the Grantor and all others authorised by the Grantor to use that part of the lot burdened which is marked "D" on the abovementioned plan ("Easement Four Area") to the registered proprietor of lot benefited ("Grantee"):

- (i) the full and free right, for the Grantee, its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") to construct, install, place, use, operate, examine, re-lay, alter, renew, cleanse, repair, maintain and remove lights, cables, conduits, signage and other apparatus (collectively referred to as the "Equipment") for the purpose of providing illumination signage and services to the lot benefited under the Easement Four Area;

- (ii) the right of support at all times of the Equipment as may for the time being or hereafter be within or upon the improvements erected in the Easement Four Area; and

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Plan: DP 867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

- (iii) the full and free right for the Grantee and Agents for any of the purposes set out above or incidental thereto to enter, go, return, pass and re-pass without vehicles upon, along or over the Easement Four Area and bring and place thereon and remove therefrom such materials, implements, machinery, plant, tools, equipment and other items as may be necessary,

PROVIDED THAT:

- (iv) should the Grantee or Agents in exercise of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon the Grantee shall, as soon as practicable after such damage is occasioned rectify the damage caused by the Grantee or Agents to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as shall be reasonably practicable;
- (v) the Grantee shall not do or cause to be done anything on the lot burdened which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences, approvals, consents, permits or permissions issued thereunder of which the Grantee is aware; and
- (vi) the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims and demands of whatsoever nature which may be brought against the Grantor and all costs, charges and expenses which the Grantor may incur as a result of the exercise or purported exercise of the Grantee's rights in accordance with the terms of this easement by the Grantee and Agents or by the existence of the Equipment under the Easement Four Area;
- (b) relies on the agreement of the Grantee that it shall, at its cost, maintain and keep in good order and repair the Easement Four Area and shall procure

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DP 867855

Plan: DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

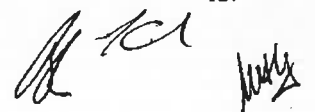
the effecting and keeping current of a public liability insurance policy which is applicable to the Easement Four Area and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any one single accident or event and which is with a reputable insurance company.

5. Terms of easement fifthly referred to in the abovementioned plan:

The registered proprietor of the lot burdened ("Grantor") grants full and free right for every person who is at any time entitled to an estate or interest in possession in the lot benefited or any part thereof with which the right shall be capable of enjoyment ("Grantee"), its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") in common with the proprietor of the lot burdened from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through that part of the lot burdened which is identified on the abovementioned plan by the letter "E" ("Easement Five Area") together with the right to use, for the purposes of the easement, any line of pipes already laid within the Easement Five Area for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor beneath the surface of the Easement Five Area and together with the right for the Grantee and Agents, with any tools, implements, or machinery, necessary for the purpose, to enter upon the Easement Five Area and to remain there for any reasonable time for the purpose of laying, altering, inspecting, cleansing, repairing, maintaining, or renewing such pipeline or any part thereof,

PROVIDED THAT:

- (a) the Grantee and Agents shall take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot burdened;
- (b) subject to paragraph (c) of this easement, the Grantor shall carry out all ongoing repair and maintenance of such pipeline or any part thereof at its own cost;
- (c) should the Grantee or Agents in exercise of any of the rights set out in this



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Plan: DP 867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

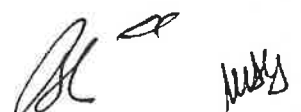
easement cause damage to the lot burdened or the improvements erected thereon the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee or Agents to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as shall be reasonably practicable;

- (d) the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims and demands of whatsoever nature which may be brought against the Grantor and all costs, charges and expenses which the Grantor may incur as a result of the exercise of the Grantee's rights in accordance with the terms of this easement by the Grantee and Agents or by the existence of the Equipment under the Easement Five Area; and
- (e) the Grantee or Agents shall not impede access to others or traffic flow within the Easement Five Area and shall ensure that any vehicles brought onto the Easement Five Area are not left stationary so as to impede such access or traffic flow.
- (f) except in emergencies, the Grantee or Agents shall give to the Grantor reasonable notice in writing prior to exercising its rights hereunder

6. **Terms of easement sixthly referred to in the abovementioned plan:**

The registered proprietor of the lot burdened ("**Grantor**"):

- (a) grants to the registered proprietor of the lot benefited ("**Grantee**") the right to use that part of the lot burdened which is identified on the abovementioned plan by the letter "F" ("**Easement Six Area**"):
 - (i) to enable the overhang of the railing erected on the retaining wall on the lot benefited, and any structure in repair or replacement thereof ("**Retaining Wall**"), onto the Easement Six Area to subsist and be maintained on the Easement Six Area for so long as the Retaining Wall continues to exist; and



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Plan: DP 867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

- (ii) the full and free right, for the Grantee, its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") to construct, place, use, operate, examine, alter, renew, cleanse, repair, maintain and remove any part of the railing of the Retaining Wall which overhangs the Easement Six Area ("Overhang") provided that, except in the case of emergency, the Grantee shall give to the Grantor not less than fourteen (14) days' notice in writing prior to exercising its right hereunder;

PROVIDED THAT:

- (iii) should the Grantee or Agents in exercise of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee or Agents to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as shall be reasonably practicable;
- (iv) the Grantee shall not do or cause to be done anything on the lot burdened which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences, approvals, consents, permits or permissions issued thereunder of which the Grantee is aware; and
- (v) subject to compliance by the Grantor with its obligations pursuant to paragraph (b) of this easement, the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims and damages of whatsoever nature which may be brought against the Grantor and all costs, charges and expenses which the Grantor may incur as a result of the exercise or purported exercise of the Grantee's rights pursuant to this easement by the Grantee, its officers, agents, employees, workmen or contractors

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DP 867855

Plan: DP867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

or by the existence of any equipment or vehicles of the Grantee its officers, agent employees, workmen or contractors on the Easement Six Area to the extent that such damages, costs and expenses are not recoverable from the proceeds of insurance referred to in paragraph (b) of this easement;

- (b) shall, at its cost, maintain and keep in good order and repair the Easement Six Area and shall procure the effecting and keeping current of a public liability insurance policy which is applicable to the Easement Six Area and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any one single accident or event and which is with a reputable insurance company.

7. Terms of easement seventhly referred to in the abovementioned plan:

The registered proprietor of the lot burdened ("Grantor"):

- (a) grants in common with the rights of the Grantor and all others authorised by the Grantor to use that part of the lot burdened which is identified on the abovementioned plan by the letter "G" ("Easement Seven Area") to the registered proprietor of lot benefited ("Grantee"):
- (i) the full and free right, for the Grantee, its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("Agents") to construct, install, place, use, operate, examine, re-lay, alter, renew, cleanse, repair, maintain and remove lights, cables, conduits, signage and other apparatus (collectively referred to as the "Equipment") on the vertical face of the Easement Seven Area for the purpose of providing illumination signage and services to the lot benefited within or upon the Easement Seven Area; and
- (ii) the right of support at all times of the Equipment as may for the time being or hereafter be within or upon the improvements erected in the Easement Seven Area,

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Plan: DP867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

PROVIDED THAT:

- (iii) the Grantee acknowledges that the Grantor has the right to redevelop the Easement Seven Area in any way it sees fit and in such event, the Grantee will remove any Equipment at its expense and reinstate the Equipment following completion of such redevelopment, on such improvements as then exist, provided that such reinstatement will be at the cost of the Grantee;
 - (iv) should the Grantee and Agents in exercise of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as shall be reasonably practicable;
 - (v) the Grantee shall not do or cause to be done anything on the lot burdened which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences, approvals, consents, permits or permissions issued thereunder of which the Grantee is aware; and
 - (vi) the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims and demands of whatsoever nature which may be brought against the Grantor and all costs, charges and expenses which the Grantor may incur as a result of the exercise or purported exercise of the Grantee's rights in accordance with the terms of this easement by the Grantee and Agents or by the existence of the Equipment upon the Easement Seven Area; and
- (b) relies on the agreement of the Grantee that the Grantee shall, at its cost,

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Plan: DP 867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

maintain and keep in good order and repair the Easement Seven Area (provided that the Grantee shall not be obliged to effect structural repairs not made necessary as a result of the act of the Grantee) and shall procure the effecting and keeping current of a public liability insurance policy which is applicable to the Easement Seven Area and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any one single accident or event and which is with a reputable insurance company.

8. Terms of restriction on use eighthly referred to in the abovementioned plan:

To preserve the structural integrity of lots 3 and 5 in Deposited Plan ("the Lots") and of any of the Corporation's works from time to time contained therein (the Works"), the Proprietor of the Lot Burdened:

- (a) shall not without the prior written consent of the Corporation (which shall not be unreasonably withheld provided that it does not compromise the structural integrity of the Lots or of any of the Works, or the Corporation's ability to maintain and operate the Works), and submission to the Corporation of a geotechnical report compiled by a suitably qualified geotechnical engineer and subject to compliance with such conditions as the Corporation may reasonably impose:
 - (i) erect, construct, or place any building, structure or retaining wall on the lots burdened by this restriction on use which are identified on the abovementioned plan by the letter "H"; or
 - (ii) carry out any excavation, or alteration of the surface levels or floor levels of the lots burdened by this restriction on use;
- (b) covenants and agrees that in the event of any inconsistency between these terms and the terms of any other registered interest ("the other terms") then these terms shall prevail and have priority over and against the other terms;
- (c) covenants and agrees that for the purposes of this restriction on use unless

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Plan: DP 867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

a contrary intention appears:

- (i) **"Proprietor of the Lot Burdened"** means and includes each and every one of those proprietors and their executors, administrators, successors and assigns, as the case may be, and where not repugnant to the context, their servants, agents, and contractors, and every person, (including a corporation), who is at any time entitled to an estate or interest in possession (including holding over under a lease), in any lot burdened by this restriction on use;
- (ii) where a proprietor of a lot burdened consists of two (2) or more persons, these terms shall bind them jointly and severally and jointly and severally bind their executors, administrators, successors and assigns;
- (iii) **"Corporation"** means and includes Sydney Water Corporation Limited ACN 063 279 649, its administrators, successors and assigns, and where not repugnant to the context, includes the servants, agents, and contractors of Sydney Water Corporation Limited;
- (iv) **"terms"** means the terms of this restriction on use; and
- (v) words importing the singular number shall include the plural and vice versa and words importing the person shall include a body corporate and vice versa and each gender shall include every other gender.

9. **Terms of easement ninthly referred to in the abovementioned plan:**

The Proprietor of the Lot Burdened:

- (a) grants full and free right for the Corporation and every person authorised by it from time to time and at all times for the purpose of facilitating the operation, maintenance and desilting of the Corporation's Works:



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Plan: DP 867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

- (i) to enter, go, return, pass and repass over and upon that part of the lots burdened which is identified on the abovementioned plan by the letter "I" including over and upon any railway line, line of tracks, or other installation or structure used for the carriage or passage of light rail vehicles ("**Easement Nine Area**"), with or without vehicles to transport its personnel and any equipment, implements, tools and machinery ("**Equipment**");
 - (ii) to remain upon and within the Easement Nine Area with the Equipment to operate and use the Equipment to lay, maintain, repair and replace temporary pipe works and carry out any other activities or work related to any of the purposes referred to in this easement;
- (b) except to the extent that they are inconsistent with the Corporation's rights and obligations pursuant to this easement covenants and agrees that in exercising its rights pursuant to this easement, the Corporation is entitled to generally exercise and perform in and upon the Easement Nine Area any of the rights, powers and authorities conferred on or vested in the Corporation under and by virtue of the provisions of the Water Board (Corporatisation) Act 1994 as amended.

PROVIDED THAT:

- (i) the Corporation acknowledges that each of the Proprietor of the Lot Burdened is entitled to, itself or to lease, licence or otherwise permit others to operate a light rail transport system ("**Light Rail System**") and to own the Light Rail System airspace corridor within the Lot Burdened, within and through the Easement Nine Area and any rights granted by this easement are subject to the operation of the Light Rail System;
- (ii) in exercising its rights pursuant to this easement and subject to the arrangements for access and maintenance by the Corporation from time to time in place between the Corporation and the operator of the Light Rail System, the Corporation shall not

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Plan: DP 867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

interfere with the efficient, safe and effective construction, installation, commissioning, maintenance, operation of the Light Rail System and shall, in exercising its rights pursuant to this easement, comply with all statutory and regulatory provisions relating to safety which are applicable to the Light Rail System and any safety plan the operator of the Light Rail System may have in existence from time to time;

- (iii) the Corporation shall not do or cause to be done anything on the Easement Nine Area which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices or any licences, approvals, consents, permits and permissions issued thereunder of which the Corporation is aware;
- (iv) subject to the arrangements for access and maintenance by the Corporation from time to time in place between the Corporation and the operators of the Light Rail System and the Proprietor of the Lot Burdened, the Corporation shall not impede access to others or traffic flow (including Light Rail System operations) within the Easement Nine Area and shall ensure that any vehicles brought onto the Easement Nine Area are not left stationary so as to impede such access or traffic flow;
- (v) the Corporation indemnifies and keeps indemnified each of the Proprietor of the Lot Burdened against all actions, suits, claims and damages of whatsoever nature which may be brought against any of the Proprietor of the Lot Burdened and all costs, charges and expenses which any of them may incur as a result of any negligent act or omission of the Corporation;
- (vi) the Corporation covenants that it shall in circumstances where paragraph (v) does not apply as soon as reasonably practicable after any damage is occasioned to the Easement Nine Area or any improvements thereon by the Corporation in exercise of any of its rights set out in this easement make good and rectify all

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Plan: DP867855

DP 867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

such damage caused to the Easement Nine Area or any improvements thereon such that the lot burdened and the improvements erected thereon are restored to the same specifications, performance and quality as previously existed or, where that is not possible, to such lesser standard as shall be approved by the Proprietor of the Lot Burdened (such approval not to be unreasonably withheld);

(vii) it is acknowledged that the Proprietor of the Lot Burdened might have rights under Section 41 of the Water Board (Corporatisation) Act 1994 as amended to claim compensation in respect of damage caused by the operations of the Corporation but any such rights are separate to and do not affect the obligations of the Corporation contained in paragraph (a)(vi) above except that the Proprietor of the Lot Burdened shall not be entitled, in respect of the same damage, to be compensated both under these terms and under the Water Board (Corporatisation) Act 1994 as amended. If the Corporation fails within a reasonable time to do any work or rectify any damage required to be done or rectified by the Corporation under this easement, the Proprietor of the Lot Burdened may carry out such work or rectification at the Corporation's cost;

(viii) the Corporation acknowledges that its rights to use the Easement Nine Area pursuant hereto are not exclusive but are granted in conjunction with the rights of the registered proprietor of the lot benefited by the easement thirdly referred to in the abovementioned plan and to also use the Easement Nine Area in accordance with its rights pursuant to that easement and the Corporation will liaise and co-operate with such registered proprietor in the exercise of its rights hereunder.

(c) covenants and agrees with the Corporation that for the purposes of this easement unless a contrary intention appears:

(i) "Proprietor of the Lot Burdened" means and includes each and

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Plan: DP867855

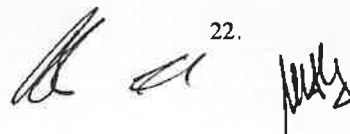
DP 867855
Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
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every one of those proprietors and their executors, administrators, successors and assigns, as the case may be and any lessee, licensee, or any other party from time to time entitled to or responsible for the operation of the Light Rail System, and where not repugnant to the context, their servants, agents, and contractors, and every person, (including a corporation), who is at any time entitled to an estate or interest in possession, (including holding over under a lease), in any lot burdened by this easement;

- (ii) where a Proprietor of the Lot Burdened by this easement consists of two (2) or more persons, these terms shall bind them jointly and severally and jointly and severally bind their executors, administrators, successors and assigns;
- (iii) "Corporation" means and includes Sydney Water Corporation Limited ACN 063 279 649, its administrators, successors and assigns and, where not repugnant to the context, includes the servants, agents, and contractors of Sydney Water Corporation Limited;
- (iv) words importing the singular number shall include the plural and vice versa and words importing the person shall include a body corporate and vice versa and each gender shall include every other gender; and
- (v) "Corporation's Works" means and includes the Corporation's access shafts, stairs, landings, and hatches within Lot 105 in Deposited Plan 837700 and the sub-surface stormwater conduits and tunnels accessed thereby and extending beyond Lot 105 in Deposited Plan 837700.

10. Terms of public positive covenant tenthly referred to in the abovementioned plan

- (a) The Proprietor of the Lot Burdened by this covenant and each and every one of them, hereby covenant with the Corporation pursuant to section 88E of the Conveyancing Act 1919 that they and each of them shall and do hereby release and indemnify the Corporation from and against all claims



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DP 867855

Plan: DP867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

and demands of every kind and from all legal liability in respect of any damage, (including environmental damage) to, destruction of or loss to property real or personal, or financial loss, of any persons and/or death disease or injury to any person arising out of or resulting from the defective state or condition of any mains, pipes, conduits or works constructed by or on behalf of the Proprietor of the Lot Burdened within the Jones Bay Saltwater Conduit, ("Proprietor's Works"), or the failure of seals upon along or within the Proprietor's Works, to prevent leakage, escape, flow or spillage of Water from or into the Jones Bay Saltwater Conduit and/or from or into the Proprietor's Works and in such case the Proprietor of the Lot Burdened covenant and agree that the Corporation shall have no responsibility or liability whatsoever for any destruction of, loss or damage (including environmental damage) to, any property real or personal, or financial loss, of any persons or for any death, disease or injury to any person in relation to any such matters except for any destruction, loss, injury or damage caused by any negligent act or omission of the Corporation;

(b) The Corporation undertakes that in the event that the lots burdened by this positive covenant are subdivided in the future and the State Rail Authority of New South Wales, the New South Wales Department of Transport, or any other statutory body controlling light rail systems in New South Wales become the registered proprietor of any of the new lots for the purpose of operating a light rail transport system ("the Lots"), then the Corporation shall release this positive covenant in so far as it affects the Lots promptly on registration of the plan creating the above subdivision;

(c) For the purposes of this positive covenant unless a contrary intention appears:

(i) words importing the singular number shall include the plural and vice versa and words importing the person shall include a body corporate and vice versa and each gender shall include every other gender;

(ii) "Proprietor of the Lot Burdened" means and includes each and every one of those proprietors and their executors, administrators, successors and assigns, as the case may be, and

(Sheet 24 of 26 Sheets)

DP 867855

Plan: DP867855

Plan of Consolidation of Lots 92, 93, 94 and 95 in DP838113, Lots 11 and 12 in DP 830887, Lot 122 in DP 828957, Lot 103 in DP 837700, Lot 51 in DP 837953 and Lot 4 in DP and Easements over Lots 1, 6, 8 and 9 in DP and Lot 10 in DP

where not repugnant to the context, their servants, agents and contractors and every person (including a corporation), who is at any time entitled to an estate or interest in possession (including holding over under a lease) in any lot burdened by this covenant;

- (iii) where a proprietor of a lot burdened by this covenant consists of two (2) or more persons, these terms shall bind them jointly and severally and jointly and severally bind their executors, administrators, successors and assigns;
- (iv) "**Corporation**" means and includes Sydney Water Corporation Limited, ACN 063 279 649, its administrators, successors and assigns and, where not repugnant to the context, includes the servants, agents and contractors of Sydney Water Corporation Limited;
- (v) "**Jones Bay Saltwater Conduit**" means all or any of the works to be used for stormwater drainage purposes shown as "Saltwater Conduit" on drawing No. 9401965 W1 including the "Existing Tunnel", "Outlet Chamber" and "Existing Drop Shaft Structure" and more particularly described in plan Job No. 3647 Drg Nos. C1 - C7, all held in the offices of the Corporation;
- (vi) "**terms**" means the terms of this public positive covenant;
- (vii) "**seals**" means and includes any form of sealing, insulating, segregating, isolating and any process and/or construction intended to prevent the leakage, passage, escape, flow, seepage, spillage or transmission of Water; and
- (viii) "**Water**" means, for the purposes of these terms, water of every form and type including any matter, particles, substances (including colouring and gases) and any other thing contained in or carried by that water.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION ON USE AND PUBLIC POSITIVE COVENANT EIGHTHLY AND TENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

(Sheet 25 of 26 Sheets)

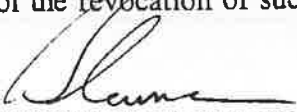
DP 867855

Plan: DP867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

Sydney Water Corporation Limited ACN 063 279 649

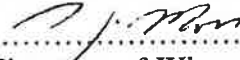
SIGNED for and on behalf of CITY)
WEST DEVELOPMENT)
CORPORATION under delegated)
authority and without assuming personal)
liability and I hereby certify that I have no)
notice of the revocation of such delegation:)



(Signature of delegate)

B. NEWMAN

(Name of delegate in full)



(Signature of Witness)

Philip C. Moss

(Name of Witness in Full)

THE OFFICIAL SEAL of)
CASINO CONTROL AUTHORITY was)
affixed hereto in the presence of:)





(Signature of Chief Executive)

LINDSAY GRAHAM LE COMPTE

(Name of Chief Executive in Full)

(Signature of Witness)

(Name of Witness in Full)

(Sheet 26 of 26 Sheets)

Plan: DP867855


DP 867855

Plan of Consolidation of Lots 92, 93, 94
and 95 in DP838113, Lots 11 and 12 in
DP 830887, Lot 122 in DP 828957, Lot
103 in DP 837700, Lot 51 in DP 837953
and Lot 4 in DP and Easements
over Lots 1, 6, 8 and 9 in DP and
Lot 10 in DP

THE COMMON SEAL of
SYDNEY HARBOUR CASINO
PROPERTIES PTY. LIMITED was
affixed by the authority of the Board of
Directors in the presence of:




(Signature of Secretary/Director)


(Signature of Director)

STEVEN ALPERSTEIN
(Name of Secretary/Director in Full)

NEIL GAMBLE
(Name of Director in Full)

SIGNED for and on behalf of COMMONWEALTH BANK OF AUSTRALIA:

SIGNED BY DAVID NEIL MAYNARD
as attorney for Commonwealth
Bank of Australia under
power of attorney dated 17
March 1994 registered book
4050 no. 804 in the
presence of:



JAMES MARSHALL

48 MARTIN PLACE SYDNEY

BANK OFFICE



**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:44

Order No. 64919598

Certificate No: 99321627

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 876763

Available: Y

Size (KB): 194

Number of Pages: 2

Scan Date and Time: 03/06/1998 15:14

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Req:R890714 /Doc:DP 0876763 P /Rev:03-Jun-1998 /NSW LRS /Pgs:ALL /Prt:02-Nov-2020 09:43 /Seq:1 of 2
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

of the West Nile virus. The researchers found that the virus was present in the blood of the horses, but not in the blood of the humans. The researchers also found that the virus was present in the blood of the horses, but not in the blood of the humans.

J. E. Leland
Survey Manager
Waterways Authority

SIGNIFICANTLY ABOVE 47%
MINISTERIAL

Crown Lands Office Approval

Council's Certificate

[illegible]

General Manager/Authorized Person

Council File No. _____

"This sort of participation is the catalyst where the people

considered for the opening of a new road or what.

subdivided is wholly outside the areas of operation covered by the Order and the Nuclear Waste Generation Ltd. Board and the Nuclear Waste Generation Ltd. Board.

4-Outline if infeasible

Treatment of Impregnation

1000

SURVEYOR'S REFERENCE: 66080 CHECK 1

000000

[illegible]

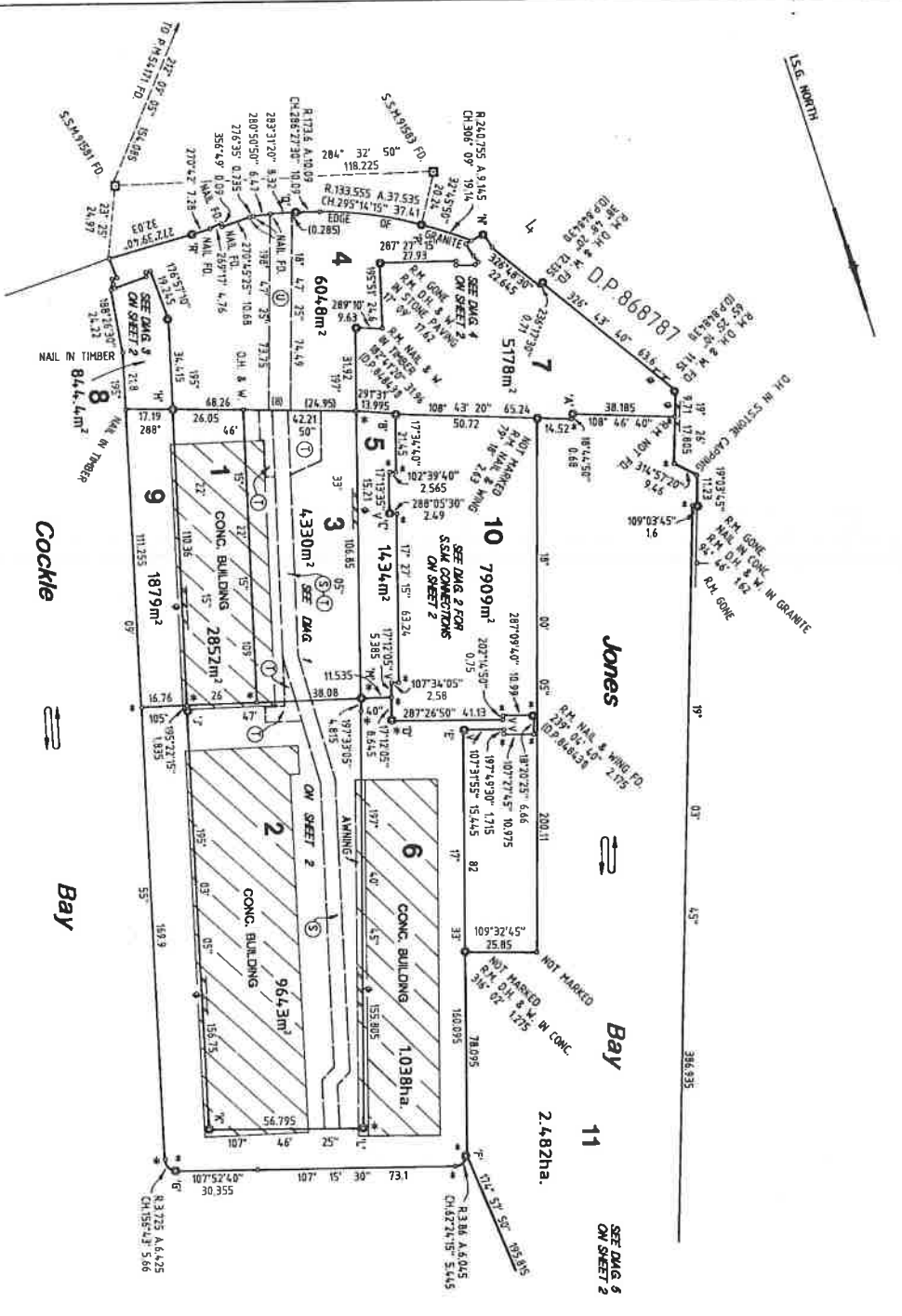
1462	150	160	170	Table of mm	210	220	230	240	250	260
<p>WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION</p>										

MARK	U.S.G. CO-ORDINATES			ZONE	H. ACC.
	EASTING	NORTHING			
P454771	318 126.446	1 250 781.182	561	2	
5.514050522	318 009.231	1 250 210.032	561	2	
5.5110870	318 503.326	1 251 191.031	561	2	

COMBINED SCALE FACTOR = 0.99994.

SOURCE : U.S.G. CO-ORDINATES OBTAINED FROM DEPARTMENT OF CONSERVATION & LAND MANAGEMENT SURVEY CONTROL INFORMATION MANAGEMENT SYSTEM

22ND JUL Y 1997.



Registered: 10-29-5-1908

Title System: TORRENS

Purpose: SUBDIVISION & LEASE

Ref. Map: ROD PLAN 138-UB-45-113#

Last Plan: DP8359914 DP868787

PLAN OF SUBDIVISION OF LOTS 80 & 81 D.P.84,8431 AND LOT 3 D.P.868787

Lengths are in meters. Reduction Ratio: 1 1250

LG A	SYDNEY
Locality:	PYRMONT
Parish:	ST. ANDREW
County:	CUMBERLAND

This is sheet 1 of my plan in 2 sheets.
(Delete if inapplicable)

1. PETER RAYMOND SALMON
P.W. RYGAITE & WEST, SYDNEY

A surveyor registered under the Surveyors Act 1920, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the provisions of the Act. 10/10/97
13/5/98 AS TO LOTS
1 to 4
Signature: P. Salmon
Surveyor registered under the Surveyors Act 1920

Other name of Attention "X" - "Y"
ZONE: SUBURBAN

Plans used in preparation of survey/completion:
D.P.838113, D.P.848431, D.P.839002,
D.P.8359914, D.P.837953, D.P.868787

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserve or drainage easement, easements, restrictions on use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. RIGHT OF CARRIAGEWAY 5.5 WIDE
2. EASEMENT FOR ACCESS AND SERVICES 5.5 WIDE & VARIABLE WIDTH.
3. RIGHT OF CARRIAGEWAY 8 WIDE
4. EASEMENT FOR ACCESS AND SERVICES 8 WIDE.

PDP 5059

Registered: 19 29-5-1998

This is a plan 2 of 2 in plan 2 of 2 dated 14/10/97 & 13/5/98

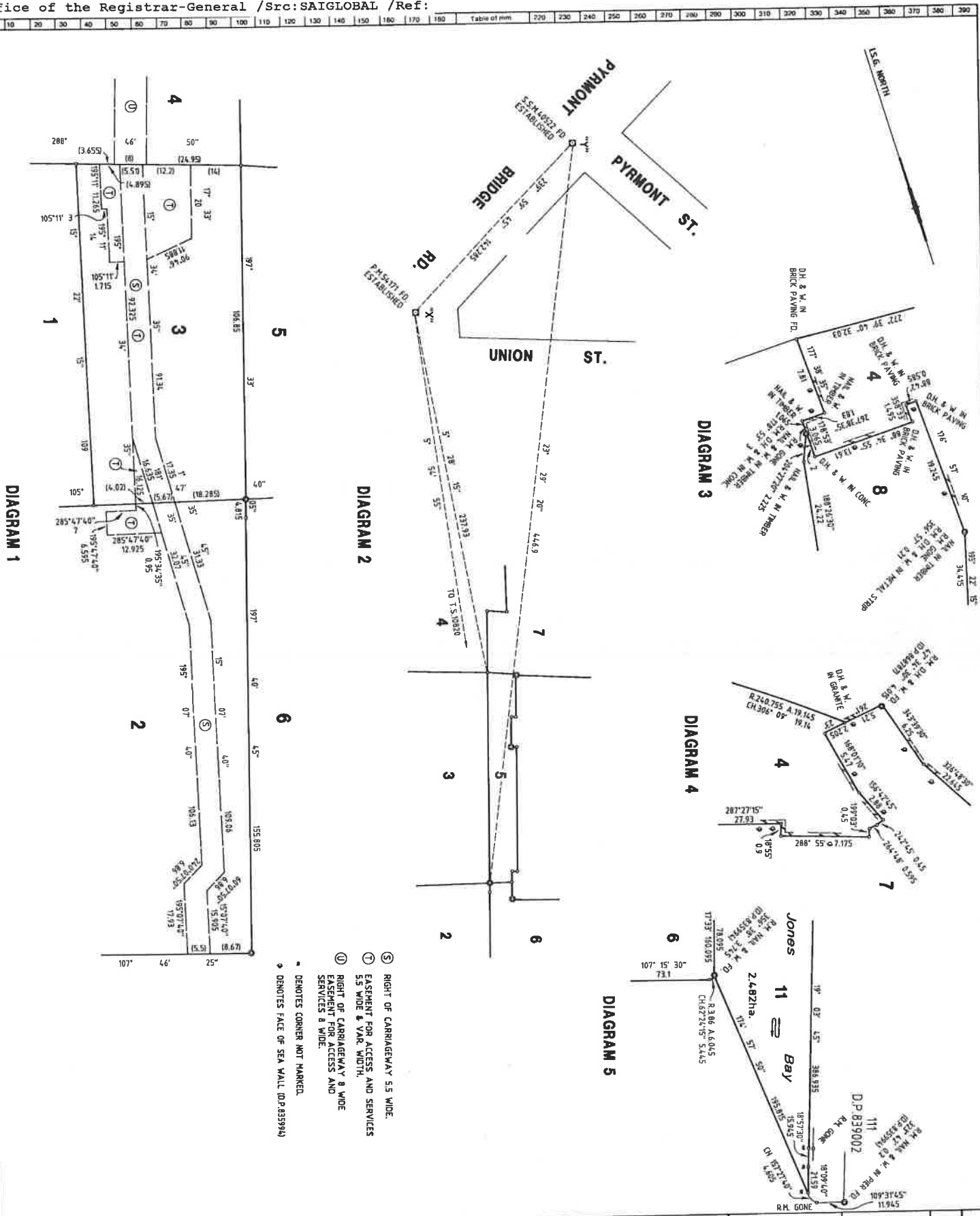
Surveyor registered under Surveyors Act 1992

This is a plan 2 of 2 in plan 2 of 2 dated 14/10/97 & 13/5/98

General Manager/Deputy Manager

For use where space is insufficient in any plan on Plan Form 2

John Black
 Survey Manager
 Licensing Authority





**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:43

Order No. 64919598

Certificate No: 99321628

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - 88B 876763

Available: Y

Size (KB): 205

Number of Pages: 7

Scan Date and Time: 03/06/1998 15:14

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of ⁷/~~8~~ Sheets)

Plan: DP 876763

Plan of Subdivision of lots 80 and 81
DP 848431 and lot 3 DP 868787

Full name and address of proprietor of the land

City West Development Corporation of
137 Pyrmont Road, Pyrmont

PART 1

1 **Identity of easement firstly referred to** Right of Carriageway 5.5

Schedule of Lots, etc affected

Lot Burdened

Lots Benefited

Lot 3

Lots 1, 2 and 6 and any part of them

Lot Burdened

Lots Benefited

Lot 2

Lots 3 and 6 and any part of them

2 **Identity of easement secondly referred to** Easement for Access and Services 5.5
wide and variable width

Schedule of Lots, etc affected

Lot Burdened

Lots Benefited

Lot 3

Lots 2 and 6 and any part of them

Lot Burdened

Lots Benefited

Lot 2

Lots 3 and 6 and any part of them

Schedule of Lots, etc affected

3 **Identity of easement thirdly referred to** Right of Carriageway 8 wide

Lot Burdened

Lots Benefited

Lot 4

Lots 1, 2, 3 and 6 and any part of them

Lengths are in metres

(Sheet 2 of 7 Sheets)

Plan: DP 876763

Plan of Subdivision of lots 80 and 81
DP 848431 and lot 3 DP 868787

Schedule of Lots, etc affected

- | | | |
|---|--|---|
| 4 | Identity of easement fourthly referred to | Easement for Access and Services 8 wide |
| | Lot Burdened | Lots Benefited |
| | Lot 4 | Lots 1, 2, 3 and 6 and any part of them |

1 Terms of easement firstly referred to in the abovementioned plan:

The proprietors of the lots burdened (each a "Grantor") severally grants full, free and unimpeded right for every person who is at any time entitled to an estate or interest in possession in the lots benefited (each a "Grantee") or its officers, agents, employees, workmen, contractors, invitees and all persons authorised by the Grantee ("Agent") to go, pass and repass across and over that part of the lot burdened identified in the abovementioned plan by the letter "S" ("Easement One Area") at all times and for all purposes with or without vehicles and with or without any tools, implements, machinery, equipment or building materials:

PROVIDED THAT:

- (a) the Grantor must take all reasonable steps to ensure the proper maintenance, repair and replacement of the surface of the Easement One Area ("Works");
- (b) the Grantor is solely responsible for the cost of the Works;
- (c) the Grantee in exercising its rights must cause as little inconvenience as is practicable to the Grantor or its officers, agents, employees, workmen, contractors, invitees, tenants or licensees;
- (d) the Grantee must cause as little damage as is practicable to the Easement One Area and any improvement on it;
- (e) the Grantee must make good any damage it causes to the Easement One Area and any improvement on it;
- (f) the Grantee indemnifies the Grantor against all liability or loss arising from and any costs, charges and expenses incurred in connection with:
 - (i) injury to or the death of any person or damage to any property caused by the negligent or reckless exercise of the rights conferred by this easement; and
 - (ii) any damage or injury the Grantee or the Agent causes to the Easement One Area and any improvement on it, having regard to the condition of the

M/O

A?

Lengths are in metres

(Sheet 3 of 7 Sheets)

Plan: DP 876763

Plan of Subdivision of lots 80 and 81
DP 848431 and lot 3 DP 868787

Easement One Area immediately prior to the damage or injury, and fair wear and tear excepted.

2 Terms of easement secondly referred to in the abovementioned plan:

The registered proprietors of the lots burdened (each a "**Grantor**") severally:

- (a) grants in common with the rights of the Grantor and all others authorised by the Grantor to use that part of the lot burdened which is identified on the abovementioned plan by the letter "T" ("**Easement Two Area**") to the registered proprietors of the lot benefited (each a "**Grantee**"):
 - (i) the full and free right for the Grantee, its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("**Agents**") to use, operate, examine, alter, renew, cleanse, repair and maintain the electricity, gas, water, sewerage and telecommunications ("**Services**") erected within, through, under and across the Easement Two Area; and
 - (ii) the full and free right for the Grantee and Agents for any of the purposes set out above and incidental thereto to enter go, return, pass and repass with or without vehicles upon along or over the Easement Two Area and bring and place thereon and remove therefrom such materials, implements, machinery, plant, tools, equipment and other items as may be necessary;

PROVIDED THAT:

- (iii) should the Grantee and Agents in exercise of any of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon, the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as shall be reasonably practicable;
- (iv) the Grantee shall not do or cause to be done anything on the Easement Two Area which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences, approvals, consents, permits and permissions issued thereunder of which the Grantee is aware;
- (v) the Grantee shall not impede access to others or traffic flow within the Easement Two Area and shall ensure that any vehicles brought onto the Easement Two Area are not left stationary so as to impede such access or traffic flow;
- (vi) the Grantee indemnifies the Grantor against all liability or loss arising from and any costs, charges and expenses incurred in connection with:

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Lengths are in metres

(Sheet 4 of 7 Sheets)

Plan: DP 876763

Plan of Subdivision of lots 80 and 81
DP 848431 and lot 3 DP 868787

- (A) injury to or the death of any person or damage to any property caused by the negligent or reckless exercise of the rights conferred by this easement; and
 - (B) any damage or injury the Grantee or the Grantee's Agent causes to the Easement Two Area and any improvements on it, having regard to the condition of the Easement Two Area immediately prior to the damage or injury, and fair wear and tear excepted;
- (vii) the Grantor must take action:
- (A) to ensure that the Grantee's access to Easement Two Area for the purpose of exercising rights conferred by this easement is not unreasonably restricted having regard to the nature and extent of the Grantee's use of the lot benefited; and
 - (B) to ensure that it does not damage the Services erected within Easement Two Area.

3 Terms of easement thirdly referred to in the abovementioned plan:

The proprietor of the lot burdened ("**Grantor**") severally grants full, free and unimpeded right for every person who is at any time entitled to an estate or interest in possession in the lots benefited (each a "**Grantee**") or its officers, agents, employees, workmen, contractors, invitees and all persons authorised by the Grantee ("**Agent**") to go, pass and repass across and over that part of the lot burdened identified in the abovementioned plan by the letter "U" ("**Easement Three Area**") at all times and for all purposes with or without vehicles and with or without any tools, implements, machinery, equipment or building materials:

PROVIDED THAT:

- (a) the Grantor must take all reasonable steps to ensure the proper maintenance, repair and replacement of the surface of the Easement Three Area ("**Works**");
- (b) the Grantor is solely responsible for the cost of the Works;
- (c) the Grantee in exercising its rights must cause as little inconvenience as is practicable to the Grantor or its officers, agents, employees, workmen, contractors, invitees, tenants or licensees;
- (d) the Grantee must cause as little damage as is practicable to the Easement Three Area and any improvement on it;
- (e) the Grantee must make good any damage it causes to the Easement Three Area and any improvement on it;
- (f) the Grantee indemnifies the Grantor against all liability or loss arising from and any costs, charges and expenses incurred in connection with:



Lengths are in metres

(Sheet 5 of 7 Sheets)

Plan: DP876763

Plan of Subdivision of lots 80 and 81
DP 848431 and lot 3 DP 868787

- (i) injury to or the death of any person or damage to any property caused by the negligent or reckless exercise of the rights conferred by this easement; and
- (ii) any damage or injury the Grantee or the Grantee's Agent causes to the Easement Three Area and any improvement on it, having regard to the condition of the Easement Three Area immediately prior to the damage or injury, and fair wear and tear excepted.

4 Terms of easement fourthly referred to in the abovementioned plan:

The registered proprietors of the lots burdened (each a "**Grantor**") severally:

- (a) grants in common with the rights of the Grantor and all others authorised by the Grantor to use that part of the lot burdened which is identified on the abovementioned plan by the letter "U" ("**Easement Four Area**") to the registered proprietors of the lot benefited (each a "**Grantee**"):
 - (i) the full and free right for the Grantee, its officers, agents, employees, workmen, contractors and all persons authorised by the Grantee ("**Agents**") to use, operate, examine, alter, renew, cleanse, repair and maintain the electricity, gas, water, sewerage and telecommunications ("**Services**") erected within, through, under and across the Easement Four Area; and
 - (ii) the full and free right for the Grantee and Agents for any of the purposes set out above and incidental thereto to enter go, return, pass and repass with or without vehicles upon along or over the Easement Four Area and bring and place thereon and remove therefrom such materials, implements, machinery, plant, tools, equipment and other items as may be necessary;

PROVIDED THAT:

- (iii) should the Grantee and Agents in exercise of any of the rights set out in this easement cause damage to the lot burdened or the improvements erected thereon, the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to their former condition so far as shall be reasonably practicable;
- (iv) the Grantee shall not do or cause to be done anything on the Easement Four Area which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences, approvals, consents, permits and permissions issued thereunder of which the Grantee is aware;
- (v) the Grantee shall not impede access to others or traffic flow within the Easement Four Area and shall ensure that any vehicles brought onto the

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Lengths are in metres

(Sheet 6 of 7 Sheets)

Plan: DP876763

Plan of Subdivision of lots 80 and 81
DP 848431 and lot 3 DP 868787

Easement Four Area are not left stationary so as to impede such access or traffic flow;

(vi) the Grantee indemnifies the Grantor against all liability or loss arising from and any costs, charges and expenses incurred in connection with:

(A) injury to or the death of any person or damage to any property caused by the negligent or reckless exercise of the rights conferred by this easement; and

(B) any damage or injury the Grantee or the Grantee's Agent causes to the Easement Four Area and any improvements on it, having regard to the condition of the Easement Four Area immediately prior to the damage or injury, and fair wear and tear excepted;

(vii) the Grantor must take action:

(A) to ensure that the Grantee's access to Easement Four Area for the purpose of exercising rights conferred by this easement is not unreasonably restricted having regard to the nature and extent of the Grantee's use of the lot benefited; and

(B) to ensure that it does not damage the Services erected within Easement Four Area.

WHOSE CONSENT IS REQUIRED

NAME OF PERSONS ~~EMPOWERED~~ TO RELEASE VARY OR MODIFY THE EASEMENTS FIRSTLY, SECONDLY, THIRDLY AND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

1 City West Development Corporation ("CWDC") and Foxtel Management Pty Limited ("Foxtel") acting jointly prior to the expiry or termination of ~~any~~ lease from CWDC as landlord to Foxtel as tenant of Lots 2 and 6 in deposited plan 876763 or any part of them ("Lease").

* Register No. 3834135

2 City West Development Corporation on or after the expiry or termination of the Lease.

MID

AR

Lengths are in metres

(Sheet 7 of 7 Sheets)

Plan: DP876763

Plan of Subdivision of lots 80 and 81
DP 848431 and lot 3 DP 868787

Signed for and on behalf of **CITY WEST
DEVELOPMENT CORPORATION**
under delegated authority and without
assuming personal liability and I hereby
certify that I have no notice of the
revocation of such delegation in the
presence of:

Signature of witness

(Name of witness in Full)

Signature of Delegate

(Name of Delegate in Full)



MW *AR*



**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:44

Order No. 64919598

Certificate No: 99321630

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 1040073

Available: Y

Size (KB): 366

Number of Pages: 3

Scan Date and Time: 26/07/2002 22:35

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NOTE 1. THOSE PARTS OF EASEMENT FOR ACCESS (H) CONTAINING THE SYMBOL (H) ARE LIMITED IN HEIGHT TO R.L.25 & ARE UNLIMITED IN DEPTH.

NOTE 2. THOSE PARTS OF EASEMENT FOR ACCESS & RECREATION (K) CONTAINING THE SYMBOL (K) ARE LIMITED IN DEPTH TO R.L.25 & ARE UNLIMITED IN HEIGHT.

SHORT LINES		
N ^o .	BEARING	DISTANCE
1	104° 42'	2.065
2	104° 42'	2.19
3	16° 26'	1.235

* AMENDED BY ME 26-4-02



**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:44

Order No. 64919598

Certificate No: 99321632

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - 88B 1040073

Available: Y

Size (KB): 790

Number of Pages: 23

Scan Date and Time: 26/07/2002 14:46

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Instrument setting out Terms of Easements / Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 1 of 23 Sheets)

DP1040073

Plan of Easement within Lots 2-7 and 10 in
 DP 876763

Full name and address of the owner of the land:

Sydney Harbour Foreshore Authority
 ABN 51 437 725 177
 Level 6
 66 Harrington Street
 The Rocks,
 Sydney NSW 2000

Part 1 (Creation)

References to lots burdened and lots benefited in Part 1 and Part 1A are references to lots in DP 876763

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 1 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Access (A)	2 3	1, 3, 6 and 10 1, 2, 6 and 10

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 2 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
2	Easement to Drain Water (T)	2 2	3 3

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 3 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
3	Easement for Pedestrian Access (C)	2 3 4	3, 6 and 10 2, 6 and 10 2, 3, 6 and 10

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 4 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4	Easement for Access (D)	3	2, 6 and 10

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Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 5 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
5	Easement for Crane Swing (E)	3 5	2 2

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 6 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
6	Easement for Carparking Purposes (F)	3	2

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 7 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
7	Easement to Permit Encroaching Structure to Remain (G)	2 6	3 3

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 8 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
8	Easement for Access (H)	3 2	2, 6 and 10 3, 6 and 10

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 9 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
9	Easement for Access and Works (I)	3	2

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Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 10 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
10	Easement for Service Re-connection and Re-construction (J)	2 3	3 2

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 11 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
11	Easement for Access and Recreation (K)	2 3	3, 6 and 10 2, 6 and 10

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 12 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
12	Easement for Services (L)	3 4	2, 6 and 10 2, 3, 4 , 5, 6 and 10

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 13 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
13	Easement for Services (M)	4	10

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 14 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
14	Easement for Services (N)	3	10

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Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 15 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
15	Easement for Services (P)	5	2, 3, 6 and 10

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 16 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
16	Easement for Lighting Purposes (Q)	5	10

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 17 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
17	Easement for Seawater Intake Pipes 0.25 wide (R)	10	3

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 18 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
18	Easement for Overhangs (S)	4 7	3 3

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and numbered 19 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
19	Easement for Carparking Purposes (U)	3	6 and 10

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Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be released and numbered 1 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway 5.5 wide created by DP876763	3 <i>Part 2 (As identified on the Plan)</i>	1, 2 and 6 3 and 6
Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be released and numbered 2 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
2	Easement for Access and Services 5.5 wide and variable width created by DP876763	3 <i>Part 2 (As identified on the Plan)</i>	2 and 6 3 and 6

Part 2 (Terms)

Definitions

The following are definitions in respect of defined words used in Part 2 of this instrument:

Authorised Users means every person authorised by the Grantee for the purposes of any easement created by this instrument (including, without limitation, the Grantee's tenants, employees, agents, contractors and licensees).

Direct Lease means a lease of a lot in DP876763 granted by the owner of the freehold estate in the lot (being Sydney Harbour Foreshore Authority as at the date of registration of the this instrument).

Grantee means:

- (a) any person who is at any time the owner of the freehold interest of the lot benefited; and
- (b) the Leasehold Owner of the lot benefited; and
- (c) any person taking an interest from the persons referred to in paragraphs (a) and (b).

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Grantor means:

- (a) any person who is at any time the owner of the freehold interest of the lot burdened;
and
- (b) the Leasehold Owner of the lot burdened.

Plan means the plan of easement to which this instrument relates.

Leasehold Owner means the lessee under a Direct Lease. If a leasehold strata plan is registered in respect of a lot in DP876763, then the Leasehold Owner is the owners corporation for the strata scheme.

Utility Services means supply of water, supply of gas, supply of electricity, discharge of stormwater, discharge of sewerage, sullage and other fluid wastes, air conditioning, computer data transmission, digital transmission, telephone, television, other communications, ventilation, security system and fire safety or control system.

Interpretation

- (a) References to the lots in this instrument are references to lots in DP876763, unless otherwise stated.
- (b) The word "includes" in any form is not a word of limitation.
- (c) A reference to a word includes the singular and the plural of the word and vice versa.
- (d) A "person" includes a body corporate, an unincorporated association or an authority.
- (e) A reference to a thing includes a part of that thing and includes but is not limited to a right.
- (f) A reference to a body which ceases to exist or whose power or function is transferred to another body, is a reference to the body which replaces or substantially succeeds to the power or function of the first body.
- (g) A reference to the president of a body or authority includes any person acting in that capacity.

Liability of owner of the freehold interest

The owner of the freehold interest of the relevant lot in the Plan is not obliged to do anything or not do anything pursuant to any of the easements or rights in this instrument and is not liable for loss, damage, costs, claims, actions, suits and expenses under or arising from any of the rights or easements in this instrument (as Grantor or Grantee in

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respect of the relevant lot) where there is a Leasehold Owner of that lot (except to the extent that the owner of the freehold interest of the relevant lot exercises rights as Grantor or Grantee, as the case may be, and the loss, damage, costs, claims, actions, suits or expense is caused by the owner of the freehold interest's negligence or default).

Leasehold Owner's responsibility

Where the Grantor is required to do a thing or not do a thing under a right or an easement in this instrument and there is a Leasehold Owner of the relevant lot burdened, that thing must be done or not done by the Leasehold Owner and not the person who is the owner of the freehold interest of the lot burdened.

Where the Grantee is required to do a thing or not do a thing under a right or an easement in this instrument and there is a Leasehold Owner of the relevant lot benefited, that thing must be done or not done by the Leasehold Owner and not the person who is the owner of the freehold interest of the lot benefited.

1. Terms of easement, profit a prendre, restrictions or positive covenant numbered 1 in the plan.

- 1.1 The Grantee and Authorised Users may pass across the lot burdened to get to or from the lot benefited with or without vehicles and with or without tools, implements, machinery, equipment or building materials (provided that the load weight for the lot burdened is not exceeded) at all times and for all lawful purposes.
- 1.2 In exercising these rights, the Grantee must cause as little inconvenience as is practicable to the Grantor and occupiers of the lot burdened.
- 1.3 The Grantee must make good any damage it causes to the easement site.
- 1.4 The Grantor must keep the easement site in good repair.
- 1.5 Until 31 December 2007 the Grantor is solely responsible for the costs of keeping the easement site in good repair.
- 1.6 The Grantor must take action to ensure that the Grantee's access to the easement site for the purposes of exercising rights under this easement is not unreasonably restricted having regard to the nature and extent of the Grantee's use of the lot benefited.
- 1.7 Following 31 December 2007 the Grantee must contribute towards the costs of keeping the easement site in good repair according to the following proportions:
 - (a) percentage to be borne by Grantor of lot 3: 17%; and
 - (b) percentage to be contributed by Grantee of lot 2: 83%.

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- 1.8 The payments required under clause 1.7 must be made within 21 days after the Grantor submits a claim which contains full details of the works, costs of the works and the calculation of the relevant proportion payable by the party responsible for payment.
- 1.9 If there is a dispute between a Grantor and a Grantee in relation to the standard of repair for the purposes of clause 1.4, then any party may give a dispute notice to the other party or parties to the dispute and the dispute is to be determined by an expert appointed under clause 1.10.
- 1.10 If the parties in dispute do not agree on whom to appoint as an expert within 14 days after one of the parties gives a dispute notice to the other party or parties to the dispute, then the expert is to be a person appropriately qualified to deal with the dispute appointed at any party's request by the president of the Property Council of Australia Limited.
- 1.11 An expert appointed to resolve the dispute:
 - (a) may decide the process of the determination of the dispute at the expert's discretion;
 - (b) must be instructed to permit the parties to the dispute to put forward submissions and details of facts and circumstances which the expert may need to know;
 - (c) must be instructed to provide to the parties to the dispute a written decision within 30 days after the expert's appointment;
 - (d) acts as an expert and not as an arbitrator; and
 - (e) decides who must pay the expert's costs (and in what proportions if they are to be shared).
- 1.12 The expert's decision is final and binding on the parties unless there is manifest error.
- 2. Terms of easement, profit a prendre, restrictions or positive covenant numbered 2 in the plan.**
 - 2.1 The Grantee may:
 - (a) drain water from any natural source through the lot burdened; and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and

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- taking anything on to the lot burdened; and
 - using any existing line of pipes; and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.
- 2.2 The Grantee may install pipes in the vicinity of the easement site for an alternative drainage system in the lot burdened in locations approved by the Grantor, acting reasonably. As soon as practicable after the pipes are installed, the Grantor must grant to the Grantee an easement in substantially the terms of this easement (excluding this clause 2.2) at the Grantee's expense.
- 2.3 If an alternative drainage system is installed in the lot burdened, the Grantor may insist that this easement be extinguished or partially extinguished in respect of those parts of the easement site that are no longer used for drainage purposes, and the Grantee must sign the necessary release documentation at the Grantee's cost.
- 2.4 In exercising rights under this easement, the Grantee must:
- (a) ensure that all work is done properly; and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
 - (d) restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.
- 3. Terms of easement, profit a prendre, restrictions or positive covenant numbered 3 in the plan.**
- 3.1 The Grantee and Authorised Users may pass and repass ("**Access**") over those parts of the lot burdened which are designed for pedestrian use at all times and for all lawful purposes.
- 3.2 The right of Access under this easement may only be exercised:
- (a) on foot;
 - (b) without bicycles skateboards, scooters, rollerblades or other similar items; and



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- (c) with wheelchairs or other disabled access aids or trolleys, but without vehicles.
- 3.3 The Grantor, acting reasonably, may remove (or refuse entry to) any person entitled to exercise the right of Access under this easement if that person:
 - (a) is not adequately clothed;
 - (b) is drunk or under the influence of illegal drugs; or
 - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the lot burdened or on land adjoining the lot burdened;
- 3.4 The Grantee must cause as little inconvenience as practicable to the Grantor and any occupier of the lot burdened when the Grantee exercises its rights under this easement.
- 3.5 The Grantor must keep the easement site in good repair.
- 4. Terms of easement, profit a prendre, restrictions or positive covenant numbered 4 in the plan.**
 - 4.1 The Grantee and Authorised Users may pass across the lot burdened to get to or from the lot benefited with or without vehicles and with or without tools, implements, machinery, equipment or building materials at all times and for all lawful purposes.
 - 4.2 The Grantee must make good any damage it causes to the easement site.
 - 4.3 Subject to complying with any relevant laws, the Grantee may temporarily dismantle or temporarily remove street furniture, light poles, trees and other similar items on the lot burdened to facilitate the use of the easement site and restore those items and the lot burdened as nearly as practicable to their former condition (and make good any collateral damage).
 - 4.4 The Grantee may effect repairs, maintenance or upgrades to the easement site.
 - 4.5 The rights under this easement terminate on 31 December 2010 and on and from that date this easement is extinguished without further assurance.
- 5. Terms of easement, profit a prendre, restrictions or positive covenant numbered 5 in the plan.**
 - 5.1 The Grantee and Authorised Users may have uninterrupted access through the site of the easement at all times permitted by law in any manner and using any machinery or equipment for the purpose of any construction works on the lot benefited, including (but not limited to):

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- (a) erecting scaffold and screen systems;
 - (b) operating materials handling plant (including a crane jib);
 - (c) moving workmen with materials and tools to facilitate construction works.
- 5.2 In exercising those rights, the Grantee must cause as little inconvenience as is practicable to the Grantor and any occupier of the lot burdened.
- 6. Terms of easement, profit a prendre, restrictions or positive covenant numbered 6 in the plan.**
- 6.1 The Grantor grants to the Grantee and Authorised Users the unimpeded right to park within the easement site motor vehicles of a size reasonably capable of accessing and fitting within the easement site.
- 6.2 The Grantee must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the lot burdened;
 - (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (c) ensure that no mechanical repairs or other work to a motor vehicle is carried out while a motor vehicle is parked on the easement site;
 - (d) keep the easement site clean and tidy;
 - (e) not use the easement site for storage of articles (whether temporary or permanent); and
 - (f) comply with any reasonable rules made from time to time by the Grantor regarding the use of the easement site.
- 6.3 The rights under this easement terminate on 31 December 2005 and on and from that date this easement is extinguished without further assurance.
- 7. Terms of easement, profit a prendre, restrictions or positive covenant numbered 7 in the plan.**
- 7.1 The Grantee may insist that the parts of the encroaching structure on the lot benefited which, when this easement was created, encroached on the lot burdened remain.

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7.2 The Grantee:

- (a) must keep the encroaching structure in good repair and safe condition; and
- (b) may do anything reasonably necessary for those purposes, including:
 - entering the lot burdened; and
 - taking anything on to the lot burdened; and
 - carrying out work.

7.3 In exercising the powers in clause 7.2, the Grantee must:

- (a) ensure that all work is done properly; and
- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the lot burdened; and
- (c) restore the lot burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage.

7.4 The Grantee must not do or allow anything to be done to damage or interfere with the encroaching structure.

8. Terms of easement, profit a prendre, restrictions or positive covenant numbered 8 in the plan.

8.1 The Grantee and Authorised Users may pass across the lot burdened to get to or from the lot benefited with or without vehicles and with or without tools, implements, machinery, equipment or building materials (provided that the load weight for the lot burdened is not exceeded) at all times and for all lawful purposes.

8.2 In respect of the easement burdening lot 3:

- (a) the Grantor must keep the trafficable surface of the easement site and any security door on the easement site in good repair and maintain lighting to the easement site;
- (b) until 31 December 2007 the Grantor is solely responsible for the costs of complying with clause 8.2(a);
- (c) following 31 December 2007 the Grantee of lot 2 must contribute towards the costs incurred by the Grantor of lot 3 in effecting the repairs under clause 8.2(a), operating any security door on the easement site and maintaining lighting to the easement site according to the following proportions:

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- percentage to be borne by the Grantor of lot 3: 17%; and
- percentage to be contributed by Grantee of lot 2: 83%;

8.3 In respect of the easement burdening lot 2:

- (a) the Grantee of lot 3 covenants that it must keep the trafficable surface of the easement site and any security door on the easement site in good repair and maintain lighting to the easement site;
- (b) until 31 December 2007 the Grantee of lot 3 is solely responsible for the costs of complying with clause 8.3(a);
- (c) following 31 December 2007 the Grantor of lot 2 must contribute towards the costs incurred by the Grantee of lot 3 in effecting the repairs under clause 8.3(a), operating any security door on the easement site and providing lighting to the easement site according to the following proportions:
 - percentage to be borne by the Grantee of lot 3: 17%; and
 - percentage to be contributed by Grantor of lot 2: 83%.

8.4 A payment required under this easement must be made within 21 days after the party entitled to be reimbursed submits a claim which contains full details of the works, costs of the works and the calculation of the relevant proportion payable by the party responsible for payment.

8.5 In respect of the easement burdening lot 2, the Grantor may temporarily restrict access under this easement and close parts of the easement site when carrying out works under the easement numbered 9 in the Plan.

8.6 If there is a dispute in relation to the standard of repair for the purposes of clause 8.2(a) or 8.3(a) between a Grantor or a Grantee, then any party may give a dispute notice to the other party or parties to the dispute and the dispute to be determined by an expert appointed under clause 8.7.

8.7 If the parties in dispute do not agree on whom to appoint as an expert within 14 days after one of the parties gives a dispute notice to the other party or parties to the dispute, then the expert is to be a person appropriately qualified to deal with the dispute appointed at any party's request by the president of the Property Council of Australia Limited.

8.8 An expert appointed to resolve the dispute:

- (a) may decide the process of the determination of the dispute at the expert's discretion;



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- (b) must be instructed to permit the parties to the dispute to put forward submissions and details of facts and circumstances which the expert may need to know;
 - (c) must be instructed to provide to the parties to the dispute a written decision within 30 days after the expert's appointment;
 - (d) acts as an expert and not as an arbitrator; and
 - (e) decides who must pay the expert's costs (and in what proportions if they are to be shared).
- 8.9 The expert's decision is final and binding on the parties unless there is manifest error.
- 9. Terms of easement, profit a prendre, restrictions or positive covenant numbered 9 in the plan.**
- 9.1 The Grantee may:
- (a) use the easement site to facilitate the construction of improvements on the lot benefited; and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and
 - taking anything on to the lot burdened; and
 - carrying out any work, including making openings in walls located on the lot benefited.
- 9.2 While carrying out works permitted by this easement the Grantee may temporarily close parts of the easement site.
- 9.3 In exercising those powers, the Grantee must:
- (a) ensure that all work is done properly; and
 - (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the lot burdened; and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
 - (d) restore the lot burdened as nearly as is practicable to its former condition; and

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(e) make good any collateral damage.

9.4 The rights under this easement terminate on the date of completion of the construction of improvements on the lot benefited and on and from that date this easement is extinguished without further assurance.

10. Terms of easement, profit a prendre, restrictions or positive covenant numbered 10 in the plan.

10.1 The Grantee may:

- (a) re-construct improvements on the easement site if those improvements are destroyed or damaged and may insist that the parts of the improvements which encroach on the lot burdened remain; and
- (b) re-locate pipes, poles, wires, cables, conduits, meter boards, structures and equipment on the easement site relating to utility services for the lot benefited;
- (c) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and
 - taking anything on to the lot burdened; and
 - carrying out any work.

10.2 In exercising those powers, the Grantee must:

- (a) ensure that all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

11. Terms of easement, profit a prendre, restrictions or positive covenant numbered 11 in the plan.

11.1 The Grantee and Authorised Users may:

- (a) use the easement site for recreational purposes; and



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(b) do anything reasonably necessary for that purpose, including:

- entering the lot burdened; and
- taking anything on to the lot burdened.

11.2 In exercising those powers, the Grantee and Authorised Users must:

- (a) cause as little disturbance as is practicable to the owner and any occupier of the lot burdened; and
- (b) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (c) restore the lot burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage.

11.3 In respect of the easement burdening lot 3:

- (a) the Grantor must keep the easement site in good repair;
- (b) until 31 December 2007 the Grantor is solely responsible for the costs of complying with clause 11.2(a);
- (c) following 31 December 2007 the Grantee of lot 2 must contribute towards the costs incurred by the Grantor of lot 3 in effecting the repairs under clause 11.3(a) according to the following proportions:
 - percentage to be borne by the Grantor of lot 3: 17%; and
 - percentage to be contributed by Grantee of lot 2: 83%.

11.4 In respect of the easement burdening lot 2:

- (a) the Grantee of lot 3 must keep the easement site in good repair;
 - (b) until 31 December 2007 the Grantee of lot 3 is solely responsible for the costs of complying with clause 11.4(a);
 - (c) following 31 December 2007 the Grantor of lot 2 must contribute towards the costs incurred by the Grantee of lot 3 in effecting the repairs under clause 11.4(a) according to the following proportions:
 - percentage to be borne by the Grantee of lot 3: 17%; and
 - percentage to be contributed by Grantor of lot 2: 83%.
- 62

Instrument setting out Terms of Easements / Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 17 of 23 Sheets)

Plan of Easement within Lots 2-7 and 10 in
DP 876763

DP1040073

- 11.5 A payment required under this easement must be made within 21 days after the party entitled to be reimbursed submits a claim which contains full details of the works, costs of the works and the calculation of the relevant proportion payable by the party responsible for payment.
- 11.6 If there is a dispute in relation to the standard of repair for the purposes of clause 11.3(a) or 11.4(a) between a Grantor and a Grantee, then any party may give a dispute notice to the other party or parties to the dispute and the dispute to be determined by an expert appointed under clause 11.7.
- 11.7 If the parties in dispute do not agree on whom to appoint as an expert within 14 days after one of the parties gives a dispute notice to the other party or parties to the dispute, then the expert is to be a person appropriately qualified to deal with the dispute appointed at any party's request by the president of the Property Council of Australia Limited.
- 11.8 An expert appointed to resolve the dispute:
- (a) may decide the process of the determination of the dispute at the expert's discretion;
 - (b) must be instructed to permit the parties to the dispute to put forward submissions and details of facts and circumstances which the expert may need to know;
 - (c) must be instructed to provide to the parties to the dispute a written decision within 30 days after the expert's appointment;
 - (d) acts as an expert and not as an arbitrator; and
 - (e) decides who must pay the expert's costs (and in what proportions if they are to be shared).
- 11.9 The expert's decision is final and binding on the parties unless there is manifest error.
- 12. Terms of easement, profit a prendre, restrictions or positive covenant numbered 12 in the plan.**
- 12.1 The Grantee may:
- (a) use the easement site to provide Utility Services to or from the lot burdened; and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and
- W*

Instrument setting out Terms of Easements / Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 18 of 23 Sheets)

Plan of Easement within Lots 2-7 and 10 in
DP 876763

DP1040073

- taking anything on to the lot burdened; and
- carrying out work, such as constructing, placing, repairing, maintaining or replacing pipes, poles, wires, cables, conduits, structures and equipment.

12.2 In exercising those powers, the Grantee must:

- (a) ensure that all work is done properly;
- (b) not impede access by others or traffic flow within the easement site;
- (c) cause as little inconvenience as is practicable to the Grantor and any occupier of the lot burdened;
- (d) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (e) restore the lot burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage.

12.3 The Grantor must take action to ensure that:

- (a) it does not damage the Utility Services of the Grantee in the easement site; and
- (b) the Grantee's access to the easement site for the purposes of exercising rights under this easement is not unreasonably restricted having regard to the nature and extent of the Grantee's use of the lot benefited.

13. Terms of easement, profit a prendre, restrictions or positive covenant numbered 13 in the plan.

13.1 The Grantee may:

- (a) use the easement site to provide Utility Services to or from the lot burdened; and
- (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and
 - taking anything on to the lot burdened; and
 - carrying out work, such as constructing, placing, repairing, maintaining or replacing pipes, poles, wires, cables, conduits, structures and equipment.

ke

Instrument setting out Terms of Easements / Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 19 of 23 Sheets)

Plan of Easement within Lots 2-7 and 10 in
DP 876763

DP1040073

13.2 In exercising those powers, the Grantee must:

- (a) ensure that all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

14. Terms of easement, profit a prendre, restrictions or positive covenant numbered 14 in the plan.

14.1 The Grantee may:

- (a) use the easement site to provide Utility Services to or from the lot burdened; and
- (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and
 - taking anything on to the lot burdened; and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

14.2 In exercising those powers, the Grantee must:

- (a) ensure that all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

ck

Instrument setting out Terms of Easements / Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 20 of 23 Sheets)

Plan of Easement within Lots 2-7 and 10 in
DP 876763

DP1040073

15. Terms of easement, profit a prendre, restrictions or positive covenant numbered 15 in the plan.

15.1 The Grantee and may:

- (a) use the easement site to provide Utility Services to or from the lot burdened; and
- (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and
 - taking anything on to the lot burdened; and
 - carrying out work, such as constructing, placing, repairing, maintaining or replacing pipes, poles, wires, cables, conduits, structures and equipment.

15.2 In exercising those powers, the Grantee must:

- (a) ensure that all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) minimise any interference caused to any public access rights granted by or required to be provided by the Grantor (whether those rights arise under an easement, lease or otherwise); and
- (d) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (e) restore the lot burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage.

16. Terms of easement, profit a prendre, restrictions or positive covenant numbered 16 in the plan.

16.1 The Grantee may:

- (a) install, operate and keep lighting structures and equipment (and associated cables and wires) on the easement site.
- (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and

18

Instrument setting out Terms of Easements / Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 21 of 23 Sheets)

Plan of Easement within Lots 2-7 and 10 in
DP 876763

DP1040073

- taking anything on to the lot burdened; and
- carrying out work, such as constructing, placing, repairing or maintaining the lighting structures and equipment (and associated cables and wires).

16.2 In exercising those powers, the Grantee must:

- (a) ensure that all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) restore the lot burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage.

17. Terms of easement, profit a prendre, restrictions or positive covenant numbered 17 in the plan.

17.1 The Grantee may:

- (a) run water through pipes in the site of the easement; and
- (b) have those pipes supported by any attachments to the sea wall fronting Sydney Harbour; and
- (c) do anything reasonably necessary for those purposes, including:
 - entering the lot burdened; and
 - taking anything on to the lot burdened; and
 - carrying out work, such as constructing, placing, repairing or maintaining the pipes (including remaining on parts of the lot burdened adjoining the easement site for periods of time reasonably necessary for the purposes of those works).

17.2 In exercising those powers, the Grantee must:

- (a) ensure that all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) restore the lot burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage.



Instrument setting out Terms of Easements / Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 22 of 23 Sheets)

Plan of Easement within Lots 2-7 and 10 in
DP 876763

DP1040073

18. Terms of easement, profit a prendre, restrictions or positive covenant numbered 18 in the plan.

18.1 The Grantee may insist that the parts of the overhanging structure on the lot benefited which, when this easement was created, overhung the lot burdened remain.

18.2 The Grantee:

- (a) must keep the overhanging structure in good repair and safe condition; and
- (b) may do anything reasonably necessary for those purposes, including:
 - entering the lot burdened; and
 - taking anything on to the lot burdened; and
 - carrying out work.

18.3 In exercising those powers, the Grantee must:

- (a) ensure that all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) restore the lot burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage.

18.4 The Grantor may insist that this easement be extinguished when the structure on the lot benefited is removed.

18.5 The Grantor must not do or allow anything to be done to damage or interfere with the overhanging structure.

19. Terms of easement, profit a prendre, restrictions or positive covenant numbered 19 in the plan.

19.1 The rights under this easement commence on 1 January 2006 and are not exercisable before that date.

19.2 The Grantor grants to the Grantee and Authorised Users the unimpeded right to park within the easement site motor vehicles of a size reasonably capable of accessing and fitting within the easement site.



Instrument setting out Terms of Easements / Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 23 of 23 Sheets)

Plan of Easement within Lots 2-7 and 10 in
DP 876763

DP1040073

19.3 The Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the lot burdened;
- (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (c) ensure that no mechanical repairs or other work to a motor vehicle is carried out while a motor vehicle is parked on the easement site;
- (d) keep the easement site clean and tidy;
- (e) not use the easement site for storage of articles (whether temporary or permanent); and
- (f) comply with any reasonable rules made from time to time by the Grantor regarding the use of the easement site.

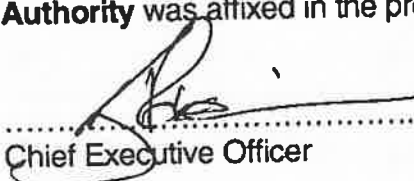
The easements numbered 1, 2, 6, 7, 8 and 12 in this instrument may not be amended or extinguished without the consent of the lessee from time to time under registered lease no. 3834135 until the earlier of 31 December 2005 or the termination of registered lease no. 3834135.

The easements numbered 1, 2, 6, 7, 8 and 12 in this instrument may not be amended or extinguished without the consent of the lessee from time to time under registered lease no. 5198394 until the earlier of 31 December 2005 or the termination of registered lease no. 5198394.

The seal of **Sydney Harbour Foreshore Authority** was affixed in the presence of:

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.....
Chief Executive Officer

28 February 2002





**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:44

Order No. 64919598

Certificate No: 99321633

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 868787

Available: Y

Size (KB): 406

Number of Pages: 6

Scan Date and Time: 14/10/1997 16:05

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

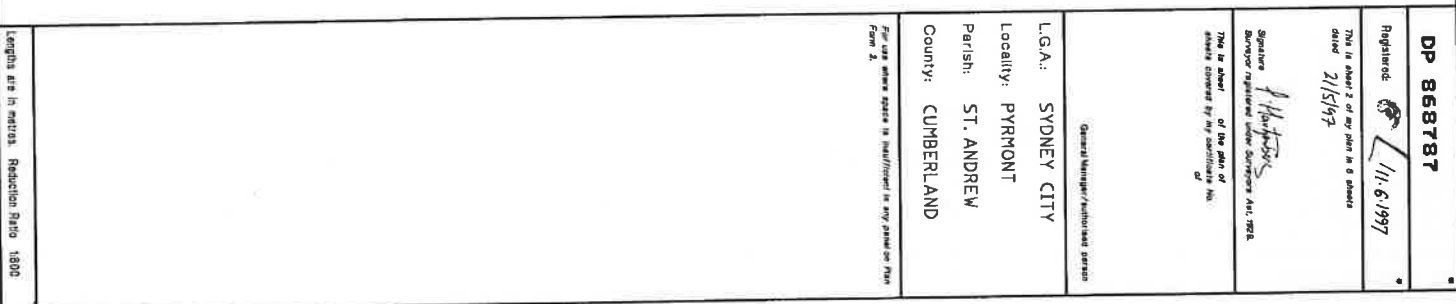


DIAGRAM
NOT TO SCALE



DF 796245

4.975ha
DEDUCTION

SEE SHEET 4

PYRMONT

BAY

SEE SHEET 2

(C) {

- (A) EASEMENT FOR ACCESS
VARIABLE WIDTH
- (B) EASEMENT FOR SERVICES
VARIABLE WIDTH

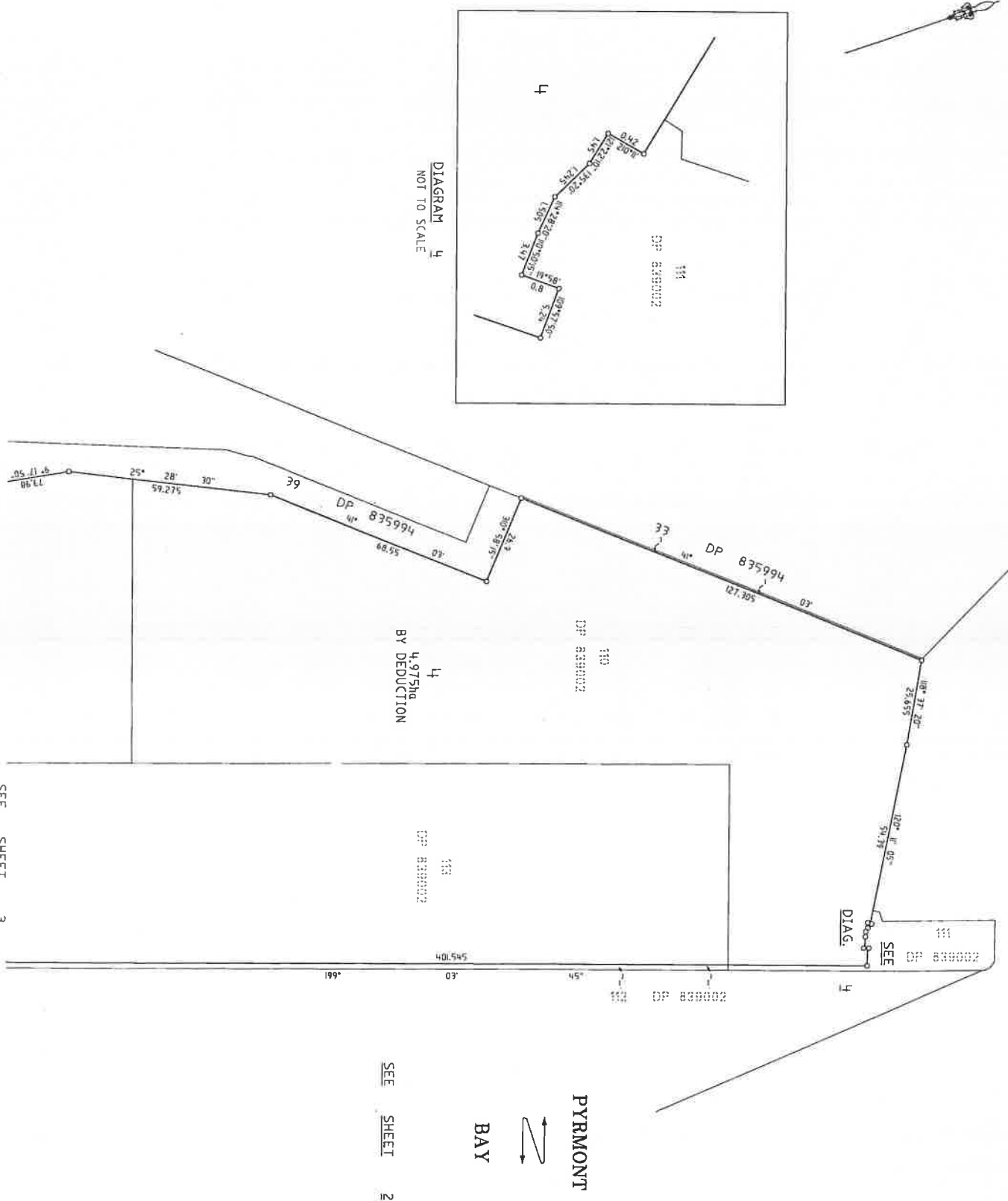
RESTRICTIONS ON THE USE OF
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BENEFITED BY EASEMENT FOR
ACCESS AND SERVICES VAR. WIDTH
AND EASEMENT TO DRAIN WATER
2 wide - DP 86/185S

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SEE
SHEET

<p>DP 868787</p> <p>Registered</p> <p><i>11-c-1997</i></p> <p>This is sheet 2 of my plan in B Sheet dated 2/15/97</p> <p>Signature <i>P. H. Hinton</i> George Hinton, Inc. George Hinton, Inc. 1411 1/2 St. SE Atlanta, GA 30316</p> <p>This is sheet _____ of the plan of sheets owned by my firm/its firm of _____</p> <p>General Manager/Authorized person</p>	<p>L.G.A.: SYDNEY CITY</p> <p>Locality: PYRMONT</p> <p>Parish: ST. ANDREW</p> <p>County: CUMBERLAND</p>
--	---



DP 868787

Registered:  11.6.1997

This is sheet 4 of my plan in G sheets dated 21/5/97

Signature J. Hartman
Surveyor registered under Surveyors Act 1928.

This is sheet _____ of the plan of
sheet covered by my certificate No.
_____ of _____

Owner or Manager / authorized person

L.G.A.: SYDNEY CITY

Locality: PYRMONT

Parish: ST. ANDR

County: CUMBERLAND

For use where space is insufficient in any parcel on Price Form 1.

PYRMONT

BAY

SEE SHEET 2

SEE SHEET 3

Plan Drawing only to appear in this space

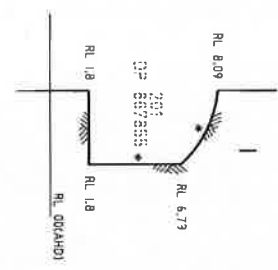
Lengths are in metres. Reduction Ratio 1:800

SURVEY ON REFERENCE 754SP1RR

SCHEDULE OF SHORT LINES & CURVED BOUNDARIES			
NO	CHORD	ARC	RADIUS
50	395°52'50"	12.705	12.735
51	10°58'30"	14.985	14.845
52	1°44'20"	8.815	9.885
53	1°44'20"	8.815	9.885
54	1°57'35"25"	1.177	1.17
55	1°57'35"25"	3.19	3.19
56	28°03'40"	4.045	4.045
57	33°1'3'20"	3.925	3.925
58	1°50'52'55"	3.66	3.66
59	1°51'10"	12.56	12.605

LOT 10 DP 867852 IS UNLIMITED IN HEIGHT AND DEPTH BUT EXCLUDES LOTS 11 AND 12 AND DP 867855 EASEMENT A AND B ONLY AFFECT LOT 10.

SECTION 'D-D'
NOT TO SCALE

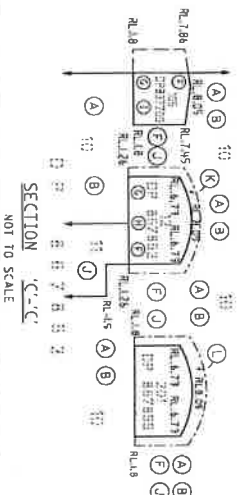
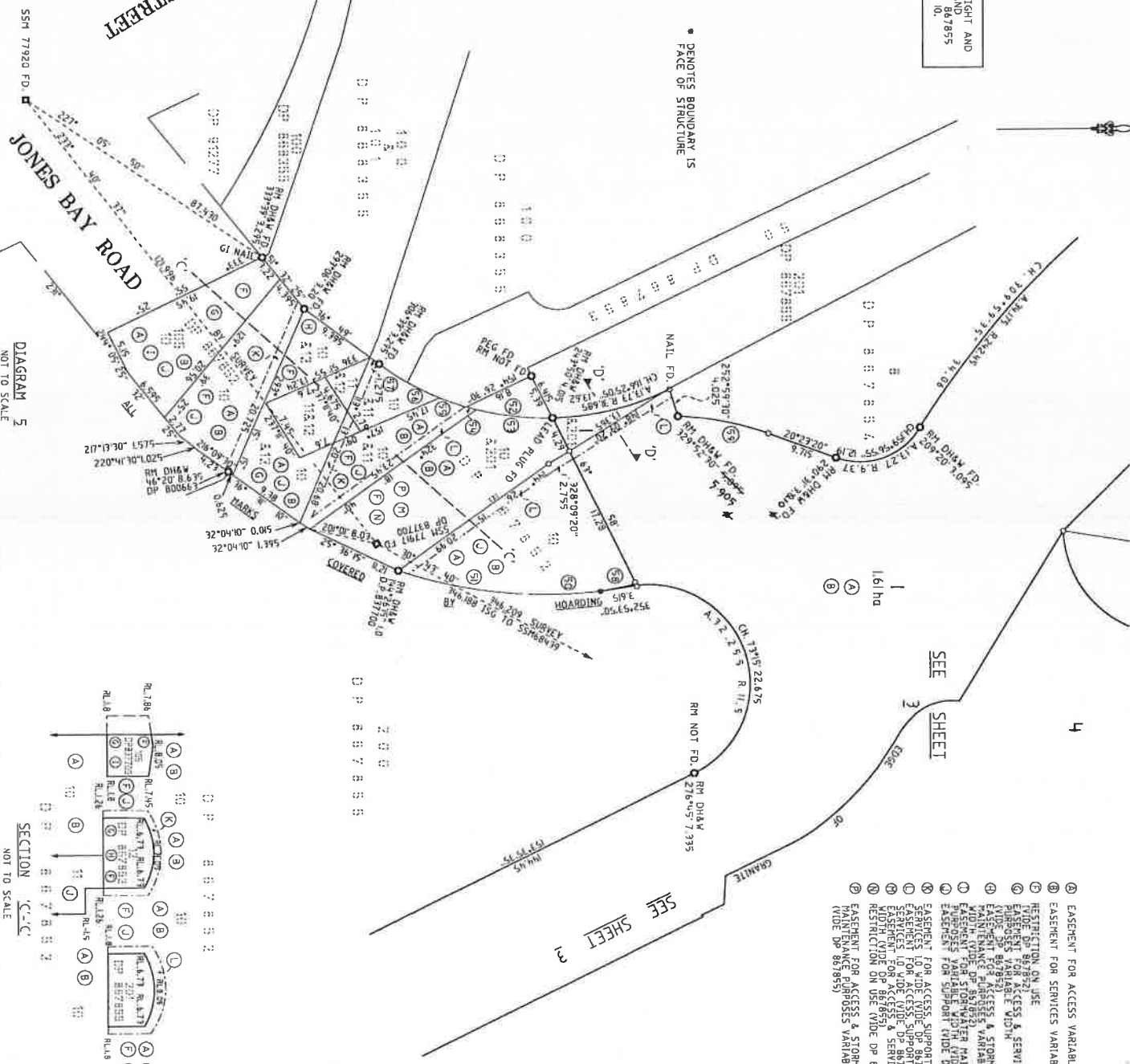


* DENOTES BOUNDARY IS
FACE OF STRUCTURE

PYRMONT STREET

JONES BAY ROAD

DIAGRAM 5
NOT TO SCALE



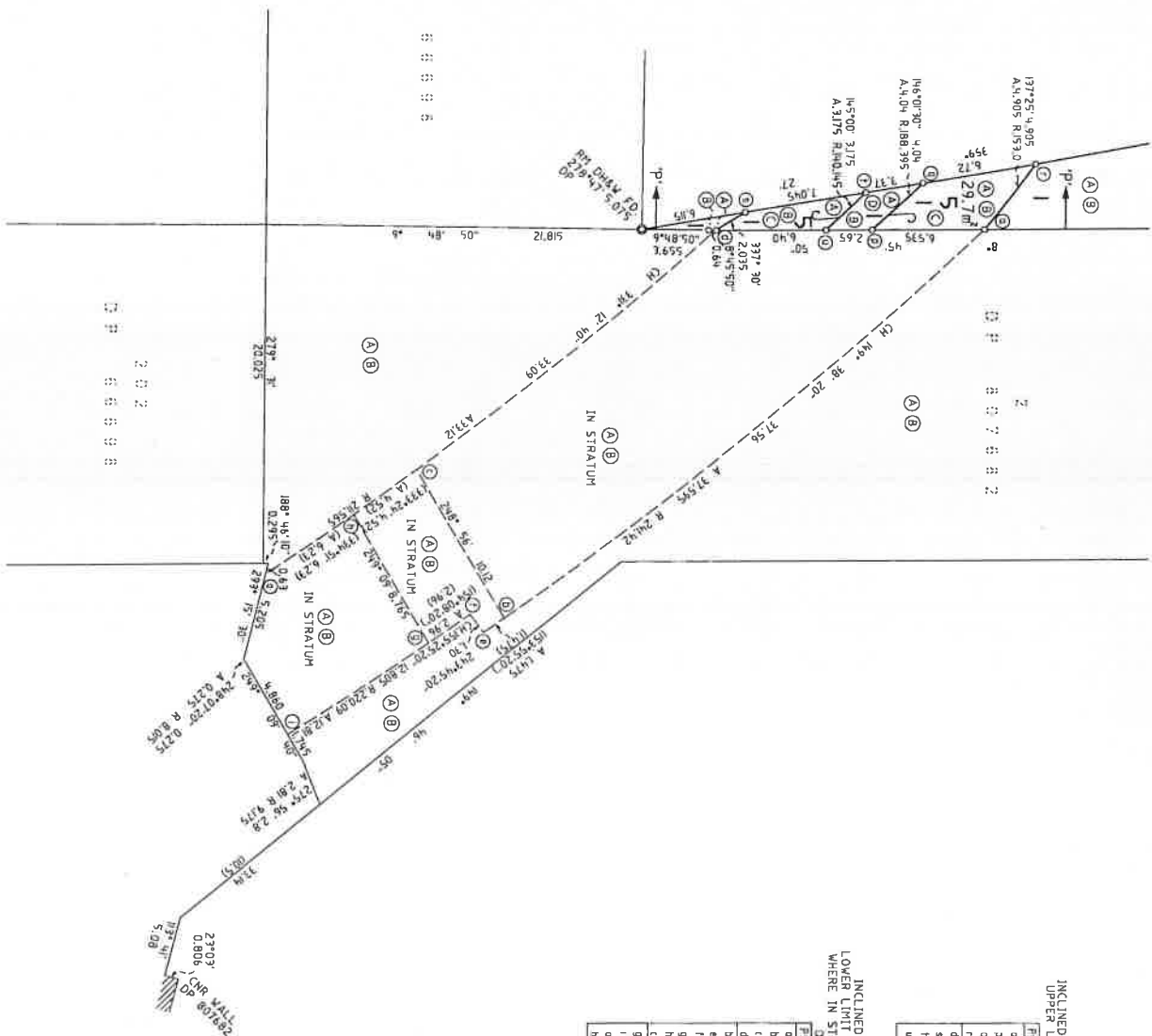
- ② EASEMENT FOR ACCESS VARIABLE WIDTH
- ③ EASEMENT FOR SERVICES VARIABLE WIDTH
- ④ RESTRICTION ON USE
- ⑤ EASEMENT FOR ACCESS & SERVICES
- ⑥ PURPOSES VARIABLE WIDTH
- ⑦ EASEMENT FOR ACCESS & STOREY/ATER
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D. P. 868787	
Registered	11 6 1997
This is a plan of a lot in a block dated 21/5/97	
Signature of the person of whom the land is conveyed by or for	
L.G.A.: SYDNEY CITY	
Locality: PYRMONT	
Parish: ST. ANDREW	
County: CUMBERLAND	
For use where space is insufficient in any name on this form	
Lengths are in metres Reduction Ratio N/A	
SURVEYORS REFERENCE: 75-57788	
PLAN AMENDED AT SURVEYORS REQUEST 13-10-1997	

- LOT 5 IS THE STRATUM LOT LIMITED IN HEIGHT TO THE INCLINED PLANE AS INDICATED ON THE PLAN HEREON AND IS UNLIMITED IN DEPTH.
- (A) EASEMENT FOR ACCESS VARIABLE WIDTH
 - (B) EASEMENT FOR SERVICES VARIABLE WIDTH
 - (C) EASEMENT FOR ACCESS AND SERVICES PURPOSES VARIABLE WIDTH
 - (D) PROPOSED EASEMENT FOR ENCROACHMENT

SECTION 'P'-P'
NOT TO SCALE

* BOUNDARY IS UNDERSIDE OF EXISTING CONCRETE ROOF



INCLINED PLANE DEFINING UPPER LIMITS OF LOT 5

PT.	R.L.
a	7.36
b	7.495
c	7.425
d	7.235
e	7.595
f	7.710
g	7.515
h	7.465

INCLINED PLANE DEFINING LOWER LIMIT OF EASEMENT (A) & (B) WHERE IN STRATUM WITHIN LOT 2
DP 807682

PT.	R.L.
a	7.36
b	8.465
c	8.22
d	7.595
e	7.265
f	7.3
g	7.55
h	7.55
i	8.46
j	8.3
k	8.235

DP 868787

Registered 11.6.1997

This is a true and correct copy of the plan as shown on 21/5/77

Signature of the Registrar-General
Deputy Registrar-General
21/5/77

This is a true and correct copy of the plan as shown on 21/5/77

Consent/Manager/Authorised person

L.G.A.: SYDNEY CITY
Locality: PYRMONT
Parish: ST. ANDREW
County: CUMBERLAND

For use where there is no other plan Form 2



**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:44

Order No. 64919598

Certificate No: 99321634

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - 88B 868787

Available: Y

Size (KB): 264

Number of Pages: 8

Scan Date and Time: 14/10/1997 16:05

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

Sheet 1 of 8 Sheets

Plan: ~~181898~~
DP 868787

PART 1

Plan of Subdivision of Lots 91, 96, 97 &
98 in DP838113, Lot 5 in DP868728,
Lot 9 in DP 867854, Easement over Lot
2 in DP807682, Lot 202 in DP777886 &
Lot 10 in DP867852.

Full name and address of
Proprietor of the land:

Darling Harbour Authority.

City West Development Corporation of
Level 1, 137 Pyrmont Street, Pyrmont,
NSW, 2009.

1. Identity of easement firstly
referred to in abovementioned plan

Easement for Access variable width.

Schedule of Lots affected

Lots Burdened

Lots 1 & 6
Lot 10 in DP867852
Lot 2 in DP807682

Lot 202 in DP777886

Lots Benefited

Lots 3 & 4
Lots 1, 2, 3 & 4 in DP868728
Lots 5, 6 and 8 in DP867854

2. Identity of easement secondly
referred to in abovementioned plan

Easement for Services variable width.

Schedule of lots affected

Lots Burdened

Lots 1 & 6
Lot 10 in DP867852
Lot 2 in DP807682
Lot 202 in DP777886

Lots Benefited

Lots 3 & 4
Lots 1, 2, 3 & 4 in DP868728
Lots 6 and 8 in DP867854

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 2 of 8 Sheets

3. Identity of Easement Thirdly
referred to in abovementioned plan

Easement for Access and Services
Purposes variable width.

Lots Burdened

Lots and Authorities Benefitted

Lot 5

Lot 1

PART 2

4. TERMS OF EASEMENT FOR ACCESS FIRSTLY REFERRED TO IN
ABOVEMENTIONED PLAN

- 4.1 The owners of the Lots benefited may in accordance with the requirements of any relevant public authority:
- (a) by any means pass over the lots burdened within the site of this easement for any purposes; and
 - (b) upon fourteen (14) days written notice to the owners of the lots burdened do anything upon the lot burdened within the site of this easement that is ordinarily permissible on a public road and
 - entering into the lot burdened
 - taking anything on the lot burdened; and
 - carrying out work.
- 4.2 The owners of the Lots burdened must at their own expense ensure that the site of the easement is suitable for use as a public road and must carry out any necessary work to ensure that the site of the easement is suitable for use by the owners of the lots benefited as a roadway including constructing, replacing, repairing and maintaining of roads, driveways and footpaths.
- 4.3 The easements created or intended to be created by this part shall cease to exist and be removed from the title of the land burdened when that part of the land burdened affected by the easements is dedicated as public roads and shall be removed from any part of the land burdened which may be required for development, transfer or lease provided that the access hereby granted in favour of the land benefited shall not be substantially interfered with.
- 4.4 Any person carrying out any work upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the proprietor of the lot



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 3 of 8 Sheets

benefited releases the proprietor of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees 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 carrying out any work upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

4.5 The proprietor of the lot benefited shall indemnify and keep indemnified the proprietor of the lot burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the proprietor of the lot burdened or payable or suffered by the proprietor of the lot burdened arising out of the conduct of the Works or the carrying out of Repairs upon or adjacent to the easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

4.6 Prior to carrying out any works upon the lot or lots burdened, the owner or owners of the lot or lots benefited shall enter into a policy of insurance under which the owner or owners of the lots burdened shall be indemnified and kept harmless 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 for the purpose of carrying out such works or with respect to any such accident, damage, loss, injury or death occasioned in any way by the carrying out of such works.

5. **TERMS OF EASEMENT FOR SERVICES SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN**

5.1 The owner of the Lots benefited may in accordance with the requirements of any relevant public authority:

- (a) use the lot burdened, but only within the site of this easement, to provide services to or from each lot benefited; and
- (b) upon fourteen (14) days written notice to the owners of the lots burdened do anything reasonably necessary for that purpose, including:



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 4 of 8 Sheets

- entering into the lot burdened; and
- taking anything on the lot burdened; and
- carrying out work, such as constructing, replacing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

5.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

5.3 The easements created or intended to be created by this part shall cease to exist and be removed from the title of the land burdened when that part of the land burdened affected by the easements is dedicated as public roads and shall be removed from any part of the land burdened which may be required for development, transfer or lease provided that the access hereby granted in favour of the land benefited shall not be substantially interfered with.

5.4 Any person carrying out any work upon the lot burdened pursuant to the rights granted by this easement shall do so at its own risk and the proprietor of the lot benefited releases the proprietor of the lot burdened and its contractors, representatives, officers, employees, assigns, licensees and lessees 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 carrying out any work upon the lot burdened pursuant to the rights granted by this easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

5.5 The proprietor of the lot benefited shall indemnify and keep indemnified the proprietor of the lot burdened from all actions (whether in tort or otherwise),



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 5 of 8 Sheets

suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis), charges and expenses which are brought, claimed, issued or assessed against the proprietor of the lot burdened or payable or suffered by the proprietor of the lot burdened arising out of the conduct of the Works or the carrying out of Repairs upon or adjacent to the easement other than to the extent caused or contributed to by the wilful and negligent act or omission of the proprietor of the lot burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees.

- 5.6 Prior to carrying out any works upon the lot or lots burdened, the owner or owners of the lot or lots benefited shall enter into a policy of insurance under which the owner or owners of the lots burdened shall be indemnified and kept harmless 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 for the purpose of carrying out such works or with respect to any such accident, damage, loss, injury or death occasioned in any way by the carrying out of such works.

6. **TERMS OF EASEMENT FOR ACCESS AND SERVICES PURPOSES VARIABLE
WIDTH THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN**

The registered proprietors of the lot burdened ("Grantor"):

- (a) grant in common with the rights of the Grantor and all others authorised by the Grantor:-
- (i) the full and free right for the Grantee, its officers, agents, employees, workmen and contractors ("Agents") to use, operate, examine, alter, renew, cleanse, repair and maintain the bridge structure erected within the lot benefited or any part thereof ("Murray Street Bridge") or through under and across the land burdened; and
- (ii) the full and free right for the Grantee and Agents for any of the purposes set out above and incidental thereto to enter, go, return, pass and repass with or without vehicles upon along or over the land burdened and bring and place thereon and remove therefrom such materials, implements, machinery, plant, tools equipment and other items as may be necessary,

PROVIDED THAT:



INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Length in metres.

DP 868787

Sheet 6 of 8 Sheets

- (iii) the Grantee acknowledges that the Grantor is entitled to, itself or to lease, license or otherwise permit others to operate a light rail transport system ("Light Rail System") and to own the Light Rail System airspace corridor within Lot 5 within and through the land burdened and any rights granted by this easement are subject to the operation of the Light Rail System;
- (iv) in exercising its rights pursuant to this easement, the Grantee and Agents shall not interfere with the efficient safe and cost effective construction, installation, commissioning, maintenance and operation of the Light Rail System and shall, in exercising its rights pursuant to this easement, comply with all statutory and regulatory provisions relating to safety which are applicable to the Light Rail System and any safety plan the operator of the Light Rail System may have in existence from time to time;
- (v) should the Grantee and Agents in exercise of any of the rights set out in this easement cause damage to the lots burdened or the improvements erected thereon, the Grantee shall, as soon as reasonably practicable after such damage is occasioned, rectify the damage caused by the Grantee to the lot burdened and the improvements erected thereon such that the lot burdened and the improvements erected thereon are restored to the same specifications, performance and quality as previously existed or where this is not possible, to such lesser standard as shall be approved by the Grantor, such approval not to be unreasonably withheld;
- (vi) the Grantee shall not do or cause to be done anything on the land burdened which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences, approvals, consents, permits and permissions issued thereunder of which the Grantee is aware;
- (vii) the Grantee indemnifies and keeps indemnified the Grantor against all actions, suits, claims and damages of whatsoever nature which may be brought against the Grantor and all costs, charges and expenses which the Grantor may incur as a result of the exercise or purported exercise of the Grantee's rights pursuant to this easement by the Grantee and Agents or by the existence of any equipment or vehicles of the Grantee its officers agent employees workmen or contractors on the land burdened; and

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Length in metres.

DP 868787

Sheet 7 of 8 Sheets

- (ix) the Grantee shall, at its costs, procure the effecting and keeping current of a public liability insurance policy which is applicable to the land burdened and which is for an amount of not less than \$20,000,000 being the amount which may be paid arising out of any one single accident or event and which is with a reputable insurance company;
- (b) agrees that no building structure or other improvement shall be constructed upon or under the land burdened so as to prevent the Grantee from exercising its rights in accordance with this easement but the Grantee acknowledges that the laying of concrete slabs, ballast, acoustic insulation, signalling, track work, catenary, catenary poles and catenary wires, electricity supply and communications equipment and other installations, improvements and structures necessary for the operation of the construction, commissioning, maintenance, repair of the Light Rail System by the Grantor shall not prevent the Grantee from exercising such rights.

7. **NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENTS FIRSTLY AND SECONDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN**

Until dedication of the land burdened by the easements as a public road(s):-

The registered proprietor for the time being for the land in Lots 1, 2, 3 & 4 in
DP868728

After dedication of the land burdened by the easements as a public road(s):-

Council of the City of Sydney


8. **NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENTS THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

Until dedication of the land burdened by the easements as a public road(s):-

City West Development Corporation

After dedication of the land burdened by the easements as a public road (s):-

Council of the City of Sydney



INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Length in metres.

DP 868787

Sheet 8 of 8 Sheets

SIGNED for and on behalf of)
CITY WEST DEVELOPMENT)
CORPORATION under delegated)
authority and without assuming personal)
liability and I hereby certify that I have no)
notice of the revocation of such delegation:)

T. J. Moss
.....
(Signature of Delegate)

Philip G. Moss
.....
(Name of Delegate in Full
Senior Development Manager

[Signature]
.....
(Signature of Witness)

Terrance Charles Martin
.....
(Name of Witness in Full)

SIGNED for and on behalf of **DARLING HARBOUR**
AUTHORITY:

Alan Marsh
.....
(Signature of General Manager)

ALAN MARSH
.....
(Name of General Manager in Full)

In the presence of

Diana Talty
.....
(Signature of Witness)

DIANA TALTY
.....
(Name of Witness in Full)





**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:44

Order No. 64919598

Certificate No: 99321635

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 1091132

Available: Y

Size (KB): 107

Number of Pages: 1

Scan Date and Time: 21/03/2006 22:30

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ROBERT LANG
CHIEF EXECUTIVE OFFICER
SYDNEY HARBOUR FORESHORE AUTHORITY

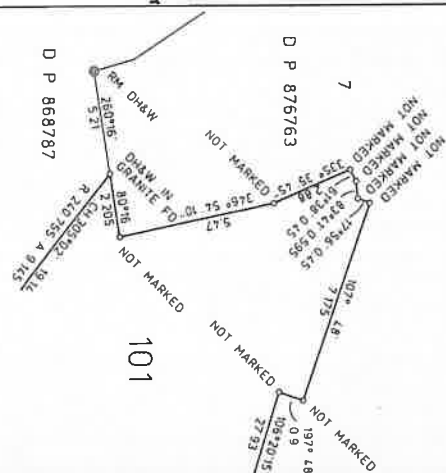


DIAGRAM 'A'
(NOT TO SCALE)

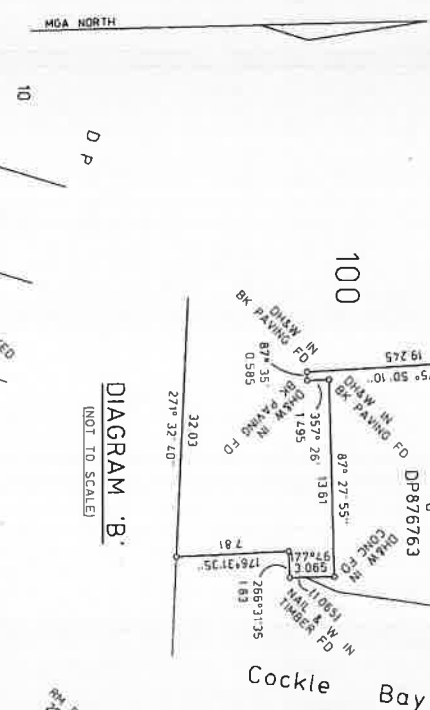


DIAGRAM 'B'
(NOT TO SCALE)

Department of Lands Approval
1. (Indemnified Officer) in approving this plan certifies that all the information in regard to the allocation of the land shown herein have been given.
Signature _____
Date _____
File Number _____
Office _____
Subdivision Certificate _____
I hereby declare the provisions of s 109(1) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.
Signature _____
Date _____
Office _____
Subdivision Certificate _____
Control Authority
Date of Endorsement _____
Accreditation no. _____
Subdivision Certificate no. _____
File no. _____
* Details wherever inapplicable

(L) EASEMENT FOR SERVICES (DP 1040073)
(M) EASEMENT FOR SERVICES (DP 1040073)
(N) EASEMENT FOR WATER SUPPLY PURPOSES
3 WIDE (DP 1034586)

SURVEYING REGULATION 2001 CLAUSE 32/2

MGA CO-ORDINATES

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	AHD	CLASS	ORDER
SSM91579	333 132 504	6 251 059 194	56	C	U	2 286	B	2
SSM91581	333 319 695	6 250 930 756	56	C	U	3 463	LB	L2
SSM91583	333 204 711	6 250 954 215	56	C	U	2 395	LB	L2

SOURCE MGA CO-ORDINATES ADOPTED FROM SCMS ON 4-10-2005
COMBINED SCALE FACTOR 4-0.999942

(C) EASEMENT FOR PEDESTRIAN ACCESS (DP 1040073)
(S) EASEMENT FOR OVERHANGS (DP 1040073)
(I) RIGHT OF CARRIAGEWAY 5.5 WIDE (DP 876763)
(T) EASEMENT FOR ACCESS AND SERVICES 5.5 WIDE & VARIABLE WIDTH (DP 876763)
(U) RIGHT OF CARRIAGEWAY 8 WIDE EASEMENT FOR ACCESS AND SERVICES 8 WIDE (DP 876763)

(U) RIGHT OF CARRIAGEWAY 8 WIDE EASEMENT FOR ACCESS AND SERVICES 8 WIDE (DP 876763)

D.P. 1091132
SUBSTITUTE PLAN

Registered P 21-3-2006

Title System
TORRENS

Purpose
SUBDIVISION

Rel Map:
U1845-113 #

Last Plan
DP 876763

PLAN OF
SUBDIVISION OF LOT 4 DP876763

Lengths are in metres. Reduction Ratio 1:500

LOCAL: SYDNEY

Locality: PYRMONT

Parish: ST ANDREW

County: CUMBERLAND

—This is a sheet of a plan—
(Double if applicable)
—Sheet—

GEORGE ALEXANDER WINNALL
NEW DEPARTMENT OF COMMERCE
Surveyor Registered under the Surveyors Act 2002 (NSW) No. 1111
11th OCTOBER 2005

The Surveyor certifies that the boundaries of the lots shown on this plan have been correctly surveyed and that the area of each lot is correctly stated.

Witness my hand and the Seal of the Department of Commerce at Sydney this 14th day of October 2005.

Signature _____
Name _____
Type: Commissioner

Plans used in preparation of Survey Completion
DP876763
DP 1040073

PANEL FOR USE ONLY (for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants)



**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:44

Order No. 64919598

Certificate No: 99321636

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 1121561

Available: Y

Size (KB): 314

Number of Pages: 4

Scan Date and Time: 23/05/2008 14:04

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EASEMENTS:

- | | | |
|-------|---|--|
| (E2) | EASEMENT FOR SUPPORT 1.5 WIDE | |
| (E3) | EASEMENT FOR WAVE BARRIERS 3.5 WIDE | |
| (E4) | EASEMENT FOR SECURITY PURPOSES 1.5 WIDE | |
| (E5) | EASEMENT FOR EWES, STAIRS AND AWNING OVERHANG 3 WIDE | |
| (E6) | EASEMENT FOR SUPPORT OF ROADWAYS VARIABLE WIDTH | |
| (E7) | EASEMENT FOR SERVICES 2.5 WIDE | |
| (E8) | RIGHT OF ACCESS 5.0 WIDE | |
| (E9) | EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRAIGHT) - SEE NOTE 1 | |
| (E10) | EASEMENT FOR PUBLIC ACCESS 3 WIDE & VARIABLE (LIMITED IN STRAIGHT) - SEE NOTE 1 | |
| (E11) | EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRAIGHT) - SEE NOTE 1 | |
| (N) | DENOTES EASEMENTS (E6), (E9) AND (E11). | |

NOTE 1

EASEMENTS (E9), (E10) & (E11) ARE UNLIMITED IN STRATUM EXCEPT FOR THOSE PARTS WHICH ARE LIMITED IN DEPTH TO THE NOTED HORIZONTAL PLANE IDENTIFIED ON THE PLAN AS (L.I.D. R.L.....)



SCHEDULE OF EXISTING EASEMENTS
(A) EASEMENT FOR ACCESS (A) -

- (a) EXHAUST FOR ACCESS (A) - (D.P. 10.00.073)
- (b) EXHAUST FOR PESTICIDE ACCESS (C) (D.P. 10.00.073)
- (c) EXHAUST TO PERMIT ENDOCRINE STRUCTURE TO REMAIN (C) (D.P. 10.00.073)
- (d) EXHAUST TO ACCESS (D.P. 10.00.073)
- (e) EXHAUST FOR SERVICE RE-CONNECTION & RE-CONSTRUCTION (d) (D.P. 10.00.073)
- (f) EXHAUST FOR ACCESS & RELOCATION (d) (D.P. 10.00.073)
- (g) EXHAUST FOR ACCESS & SERVICES 3.5 WIRE & VARIABLE (D.P. 07/05)

Surveyor: TASY MORATIS
Date of Survey: 31/01/2008
Surveyor's Ref: 050515

PLAN OF SUBDIVISION OF LOTS 2, 6 & 10 IN
D.P. 876763 & EASEMENTS WITHIN LOTS 5 &
9 IN D.P. 876763

LGA: SYDNEY
Locality: PYRMONT
Subdivision No:
Lengths are in metres, Reduction Ratio 1: 300

REGISTERED
20.5.2008

DP1121561

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR SERVICES (E1) (WHOLE OF LOT)
2. EASEMENT FOR SUPPORT AND ATTACHMENT 1.5 WIDE (E2)
3. EASEMENT FOR WAVE BARRIERS 3.5 WIDE (E3)
4. EASEMENT FOR SECURITY PURPOSES 1.5 WIDE (E4)
5. EASEMENT FOR EAVES, STAIRS AND AWNING OVERHANG 3 WIDE (E5)
6. EASEMENT FOR SUPPORT OF BOARDWALKS VARIABLE WIDTH (E6)
7. EASEMENT FOR SERVICES 2.5 WIDE (E7)
8. RIGHT OF ACCESS 5.9 WIDE (E8)
9. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (E9) (LIMITED IN STRATUM)
10. EASEMENT FOR PUBLIC ACCESS 3 WIDE & VARIABLE (E10) (LIMITED IN STRATUM)
11. EASEMENT FOR ACCESS VARIABLE WIDTH (E11) (LIMITED IN STRATUM)
12. EASEMENT TO DRAIN WATER 2 WIDE (E12)

IT IS INTENDED TO RELEASE:

1. RIGHT OF CARRIAGEWAY 5.5 WIDE (D.P.876763)
2. EASEMENT TO DRAIN WATER (T) (D.P. 1040073)

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I,in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land
shown herein have been given

Signature:
Date:
File Number:
Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: CITY OF SYDNEY
Date of Endorsement: 29 APRIL 2008
Accreditation no:
Subdivision Certificate no: 22 / 2008
File no: S / 2008 / 11

* Delete whichever is inapplicable.



DP1121561 S

Registered: *Mur*  20.5.2008

Title System: **TORRENS**

Purpose: **SUBDIVISION**

**PLAN OF SUBDIVISION OF LOTS 2, 6 & 10 IN
D.P. 876763 & EASEMENTS WITHIN LOTS 5 & 9 IN
D.P. 876763**

LGA: **SYDNEY**

Locality: **PYRMONT**

Parish: **ST ANDREW**

County: **CUMBERLAND**

Surveying Regulation, 2006

I, TASY MORAITIS
of DENNY LINKER & Co., Level 5, 17 RANDLE ST, SURRY HILLS, 2010
a surveyor registered under the *Surveying Act, 2002*, certify that the
survey represented in this plan is accurate, has been made in
accordance with the *Surveying Regulation, 2006* and was completed
on:

The survey relates to: **AS ABOVE**

(specify the land actually surveyed or specify any land shown in the
plan that is not the subject of the survey)

Signature *Tasy Moraitis* Dated: 31/01/2008
Surveyor registered under the *Surveying Act, 2002*

Datum Line: **'X'-Y'**
Type: **Urban/Rural**

Plans used in the preparation of survey/compilation
D.P. 876763, D.P. 1040073, D.P. 1091132

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: 050515

* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOTS 2, 6 & 10 IN
D.P. 876763 & EASEMENTS WITHIN LOTS 5 & 9 IN
D.P. 876763

DP1121561

Registered:

WW



20.5.2008

Subdivision Certificate No:

Date of Endorsement:

I certify that the person signing opposite,
with whom I am personally acquainted
or as to whose identity I am otherwise
satisfied, signed in my presence as an
attorney for Sydney Wharf Pty Limited
under Power of Attorney registered -
Book 4540 No. 460.

Signature of witness:

Name of witness: *Cvetanka Spirocks*

Address of witness: c/o Cars Chambers
Westgavin, 1 Farrer Pl, Sydney NSW

Certified correct for the purposes of the
Real Property Act 1900 by the person
named below who signed pursuant to
the power of attorney specified.

Signature of attorney:

Attorney's name: *Mark Daniel Jacobs*

Signing on behalf of: *Sydney Wharf Pty Ltd*
Power of attorney - Book 4540
No. 460

I certify that the person signing opposite,
with whom I am personally acquainted
or as to whose identity I am otherwise
satisfied, signed in my presence as an
attorney for Sydney Harbour Foreshore
Authority under Power of Attorney
registered Book 4542 No. 61.

Signature of witness:

Name of witness: *KIRSTY MARTIN*

Address of witness: LVL 6, 66 HARRINGTON
THE ROCKS NSW 2000

Certified correct for the purposes of the
Real Property Act 1900 by the person
named below who signed pursuant to
the power of attorney specified.

Signature of attorney:

Attorney's name: *John Mitchell*

Signing on behalf of: *Sydney Harbour
Foreshore Authority*
Power of attorney - Book 4542
No. 61

THE DEFINITION OF THE ALIGNMENT

OF PIRRAMA RD
TO THE EXTENT SHOWN HEREON IS
SATISFACTORY TO THE COUNCIL OF
THE CITY OF SYDNEY.

[Signature]
APRIL 22. 2008

SURVEYORS REFERENCE: 050515

* OFFICE USE ONLY



**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:44

Order No. 64919598

Certificate No: 99321637

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - 88B 1121561

Available: Y

Size (KB): 442

Number of Pages: 14

Scan Date and Time: 23/05/2008 14:04

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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Plan: **DP1121561**

(Sheet 1 of 14 Sheets)

Full name and address
of the owner of the land:

Plan of Subdivision of Lots 2, 6 & 10 in DP 876763
and easements within Lots 5 & 9 in DP 876763
Sydney Harbour Foreshore Authority of Level 6,
66 Harrington Street, Sydney, NSW 2000



DP1121561 B

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for services (E1) (whole of lot)	89	90
2	Easement for support and attachment 1.5 wide (E2)	89 5/876763	90 90
3	Easement for wave barriers 3.5 wide (E3)	89	90
4	Easement for security purposes 1.5 wide (E4)	89 5/876763	90 90
5	Easement for eaves, stairs and awning overhang 3.0 wide (E5)	89	1/876763
6	Easement for support of boardwalks variable width (E6)	89 9/876763 89 5/876763	9/876763 89 5/876763 89
7	Easement for services 2.5 wide (E7)	89	1/876763
8	Right of access 5.9 wide (E8)	89	1/876763 8/876763 9/876763
9	Easement for public access variable width (E9) (limited)	89	City of Sydney and NSW Maritime

[Signature]

Council Authorised Person

[Signature] *[Initials]*

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Plan: DP1121561

(Sheet 2 of 14 Sheets)

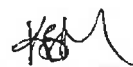
**Full name and address
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	in stratum)		
10	Easement for public access 3 wide & variable (E10) (limited in stratum)	89	City of Sydney and NSW Maritime
11	Easement for access variable width (E11) (limited in stratum)	89	90
12	Easement to drain water 2 wide (E12)	89	3/876763


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Council Authorised Person





Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Plan: DP1121561

**Full name and address
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(Sheet 3 of 14 Sheets)
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Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of carriageway 5.5 wide (DP 876763)	2/876763	3/876763 and 6/876763
2	Easement to drain water (T) (DP 1040073)	2/876763	3/876763


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Council Authorised Person

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Plan: **DP1121561**

(Sheet 4 of 14 Sheets)

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Part 2 (Terms)

Definitions

The following are definitions in respect of defined words used in Part 2 of this instrument:

Access Area means:

- (a) subject to paragraph (b) of this definition, that part of the Lot Burdened reasonably necessary for the Grantee to exercise the rights granted by the relevant easement; and
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, that part of the common property the subject of that Strata Scheme reasonably necessary for the Grantee to exercise the rights granted by the relevant easement

Authorised User means a person authorised by the Grantee for the purposes of an easement created by this instrument (including, without limitation, the Grantee's tenants, employees, agents, contractors and licensees and, in respect of easement numbered 9 and 10 in the plan, members of the public).

Authority means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Easement Site means:

- (a) in respect of the easements numbered 1, 2, 3 and 4 in the plan:
 - (i) subject to paragraph (a)(ii) of this definition, such part of the Lot Burdened as the Grantor may, from time to time, (acting reasonably) agree; and
 - (ii) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, such part of the Common Property in respect of that Strata Scheme as the Grantor may, from time to time, (acting reasonably) agree; and
- (b) in respect of the other easements in the plan, the site of the easement identified in the plan.

Grantee means:

- (a) if Lot 89 or Lot 90 is the Lot Benefited:
 - (i) subject to paragraph (a)(ii) of this definition, the person entitled to an estate in possession of the Lot Benefited; and
 - (ii) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme; and
- (b) if any other lot is the Lot Benefited, the person entitled to an estate in possession of the Lot Benefited.


Council Authorised Person



Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Plan: DP1121561

(Sheet 5 of 14 Sheets)

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Grantor means:

- (a) if Lot 89 or Lot 90 is the Lot Burdened:
- (i) subject to paragraph (a)(ii) of this definition, the person entitled to an estate in possession of the Lot Burdened; and
 - (ii) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened or any part of it, the Owners Corporation in respect of that Strata Scheme; and
- (b) if any other lot is the Lot Burdened, the person entitled to an estate in possession of the Lot Burdened.

Leasehold Act means the *Strata Schemes (Leasehold Development) Act 1986* (NSW).

Lot Benefited means the whole or any part of a lot having the benefit of an easement.

Lot Burdened means the whole or any part of a lot having the burden of an easement.

Management Act means the *Strata Schemes Management Act 1996* (NSW).

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Scheme.

Services means services for the enjoyment of the Lot Benefited and includes, but is not limited to, the supply of water, gas, electricity, telephone and other telecommunications, television and other data and the discharge of sewage, sullage and other fluid wastes.

Strata Scheme means the leasehold strata scheme constituted on the registration of a Strata Plan.

Strata Plan means a strata plan registered under the Leasehold Act.

Week means a period of seven days ending at midnight on a Sunday.

1. Terms of Easement for services (E1) (whole of lot) numbered 1 in the plan.

1.1 The Grantee may:

- (a) use the Lot Burdened to provide Services to and from the Lot Benefited; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Access Area
 - (ii) taking anything on to the Access Area; and


Council Authorised Person

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Plan: DP1121561

(Sheet 6 of 14 Sheets)

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(iii) at its cost, carrying out work such as constructing, placing, renewing, repairing or maintaining pipes, poles, wires, cables, conduits, structures, equipment (including, without limitation:

(A) electrical substations, distribution boards and meters;

(B) sewer pumps and reservoirs),

within the Easement Site.

1.2 In exercising those powers, the Grantee must:

- (a) obtain the prior consent of the Grantor (which may not be unreasonably withheld);
- (b) ensure all work is done properly;
- (c) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (e) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the work;
- (f) obtain any necessary approvals from any relevant Authority; and
- (g) make good any collateral damage.

2. Terms of Easement for support and attachment 1.5 wide (E2) numbered 2 in the plan.

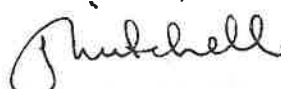

2.1 The Grantee may:

- (a) use the structures constructed within the Easement Site for support to the extent that the Lot Benefited derives support from those structures; and
- (b) attach structures to the Easement Site; and
- (c) may do anything reasonably necessary for those purposes, including:
 - (i) entering the Access Area; and
 - (ii) taking anything on to the Access Area; and
 - (iii) at its cost, carrying out work within the Easement Site.

2.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly and carried out as quickly as is practicable;


Council Authorised Person

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Plan: **DP1121561**

(Sheet 7 of 14 Sheets)

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- (b) cause as little inconvenience as is practicable to any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works;
- (e) not interfere with access to and from the Lot Burdened; and
- (f) make good any collateral damage.

3. Terms of Easement for wave barriers 3.5 wide (E3) numbered 3 in the plan.

3.1 The Grantee may:

- (a) keep and maintain wave barriers within the Easement Site; and
- (b) do anything reasonably necessary for that purpose, including:
 - (1) entering the Access Area; and
 - (2) taking anything on to the Access Area; and
 - (3) at its cost, carrying out work such as constructing, repairing or maintaining the wave barrier structures within the Easement Site.

3.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works; and
- (e) make good any collateral damage.

4. Terms of Easement for security purposes 1.5 wide (E4) numbered 4 in the plan.

4.1 The Grantee and any Authorised Users may:

- (a) keep and maintain security gates within the Easement Site together with all necessary fittings and fixtures so as to keep the Lot Benefited secure; and
- (b) may do anything reasonably necessary for that purpose, including:


Council Authorised Person


for

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Plan: **DP1121561**

(Sheet 8 of 14 Sheets)

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- (i) entering the Access Area; and
- (ii) taking anything on to the Access Area; and
- (iii) carrying out renewal, maintenance and repair to the security gates within the Easement Site.

4.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works;
- (e) not interfere with access to and from the Lot Burdened; and
- (f) make good any collateral damage.

5. Terms of Easement for eaves, stairs and awning overhang 3.0 wide (E5) numbered 5 in the plan.

5.1 The Grantee may:

- (a) use the Easement Site to enable the overhang of the eaves, stairs and awning erected within the Easement Site and any structure in replacement thereof to subsist and be maintained within the Easement Site provided the eaves, stairs and awnings are a minimum of 3.6 metres above the level of the footpath on the Lot Burdened and for so long as the eaves, stairs and awning or replacement thereof continue to exist; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Access Area; and
 - (ii) taking anything on to the Access Area;
 - (iii) carrying out work only for the purposes of constructing or examining, cleaning, renewing, repairing, maintaining and removing the eaves, stairs and awning.

5.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to any occupier of the Lot Burdened;



Council Authorised Person



Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Plan: DP1121561

(Sheet 9 of 14 Sheets)

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Sydney Harbour Foreshore Authority of Level 6,
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- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works; and
- (e) make good any collateral damage.

5.3 Despite the Grantee's rights under clause 5.1, the Grantor is permitted to erect and maintain within that part of the Lot Burdened bollards reasonably approved by the Grantee which limit vehicular (but not pedestrian) access and which can be readily removed for the purposes of vehicular access in an emergency or any exercise of the rights conferred by this Easement provided that the Grantor provides the Grantee with any security device or key which is required to remove the bollards.

6. Terms of Easement for support of boardwalks variable width (E6) numbered 6 in the plan.

6.1 The Grantee may:

- (a) use the structures constructed within the Easement Site for support of the boardwalk to the extent that the Lot Benefited derives support from those structures; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Access Area;
 - (ii) taking anything on to the Access Area; and
 - (iii) carrying out work such as constructing, placing, repairing or maintaining the support structures and boardwalk.

6.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly and carried out as quickly as is practicable; and
- (b) cause as little inconvenience as is practicable to any occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works; and
- (e) make good any collateral damage.

7. Terms of Easement for services 2.5 wide (E7) numbered 7 in the plan.

7.1 The Grantee may:



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(Sheet 10 of 14 Sheets)

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- (a) use the Lot Burdened, but only within the Easement Site, to provide Services to or from the Lot Benefited; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Access Area;
 - (ii) taking anything on to the Access Area; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

7.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works; and
- (e) make good any collateral damage.

8. Terms of Right of access 5.9 wide (E8) numbered 8 in the plan.

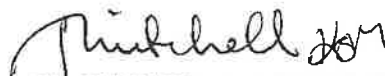
8.1 The Grantee may:

- (a) by any reasonable means pass across the Lot Burdened, but only within the Easement Site, to get to and from the Lot Benefited; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Access Area; and
 - (ii) taking anything on to the Access Area; and
 - (iii) carrying out work within the Easement Site, such as constructing, placing, repairing and maintaining trafficable surfaces, driveways or structures.

8.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly and carried out as quickly as is practicable; and
- (b) cause as little inconvenience as is practicable to any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;


Council Authorised Person



Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Plan: **DP1121561**

(Sheet 11 of 14 Sheets)

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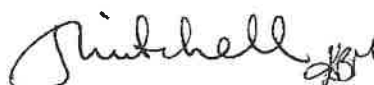
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- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works; and
- (e) make good any collateral damage;
- (f) not do or cause to be done anything on the Lot Burdened which would constitute a violation or contravention of any environmental, hazardous substances or pollution laws, regulations, orders, notices, or any licences, approvals, consents, permits and permissions issued thereunder; and
- (g) not unreasonably impede access to others or traffic flow within or adjacent to the Lot Burdened.

8.3 Despite the Grantee's rights under clause 8.1:

- (a) the Grantee must observe the following restrictions:
 - (i) **loading:** maximum 15kPa uniformly distributed, 100 kN point load on that part of the Easement Site that is over land and 200kN point load on that part of the Easement Site that is over water in accordance with AS 4997-2005;
 - (ii) **vehicle movements:** except in the case of emergencies:
 - (A) on days other than Saturdays or Sundays:
 - (1) light vehicle movements are only to occur between 7.00am and 7.00pm; and
 - (2) service vehicle movements are only to occur between 9.00am and 5.00pm; and
 - (B) on Saturdays and Sundays, vehicle movements are only to occur between 10.00am and 4.00pm; and
 - (C) there will be no more than 100 vehicle movements in any Week;
- (b) the Grantor is permitted to erect and maintain within that part of the Lot Burdened bollards reasonably approved by the Grantee which limit vehicular (but not pedestrian) access and which can be readily removed for the purposes of vehicular access in an emergency or any exercise of the rights conferred by this Easement provided that the Grantor provides the Grantee with any security device or key which is required to remove the bollards; and
- (c) if the Grantor erects bollards, the Grantee must replace and re-lock any bollards it removes immediately after each vehicle movement.


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Council Authorised Person



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Plan: DP1121561

(Sheet 12 of 14 Sheets)

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9. Terms of Easement for public access variable width (E9) (limited in stratum) numbered 9 in the plan.

9.1 The Grantee and Authorised Users may pass and repass (**Access**) over those parts of the Easement Site which are designed for pedestrian use at all times and for all lawful purposes.

9.2 The right of Access under this easement may only be exercised:

- (a) on foot;
- (b) without bicycles skateboards, scooters, rollerblades or other similar items; and
- (c) with wheelchairs or other disabled aids or trolleys, but without vehicles.

9.3 Despite the Grantee's rights under clause 9.1, the Grantee may not:

- (a) fish from the Easement Site; or
- (b) use the Easement Site as a means of access to the waters of Sydney Harbour.

9.4 The Grantor, acting reasonably, may remove (or refuse entry to) any person entitled to exercise the right of Access if that person:

- (a) is not adequately clothed;
- (b) is drunk or under the influence of illegal drugs;
- (c) behaves in a manner likely to cause alarm, offence or embarrassment to persons on the Lot Burdened or on land adjoining the Lot Burdened.

9.5 The Grantee must cause as little inconvenience as practicable to the Grantor and any occupier of the Lot Burdened when the Grantee exercises its rights under this easement.

9.6 The Grantor must maintain, clean and light the Easement Site which is designed for pedestrian use to the satisfaction of the Grantee (acting reasonably).

10. Terms of Easement for public access 3 wide & variable (E10) (limited in stratum) numbered 10 in the plan.

10.1 The Grantee and Authorised Users may pass and repass (**Access**) over those parts of the Easement Site which are designed for pedestrian use at all times and for all lawful purposes.

10.2 The right of Access under this easement may only be exercised:

- (a) on foot;
- (b) without bicycles skateboards, scooters, rollerblades or other similar items; and


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- (c) with wheelchairs or other disabled aids or trolleys, but without vehicles.
- 10.3** The Grantor, acting reasonably, may remove (or refuse entry to) any person entitled to exercise the right of Access if that person:
- (a) is not adequately clothed;
 - (b) is drunk or under the influence of illegal drugs;
 - (c) behaves in a manner likely to cause alarm, offence or embarrassment to persons on the Lot Burdened or on land adjoining the Lot Burdened.
- 10.4** The Grantee must cause as little inconvenience as practicable to the Grantor and any occupier of the Lot Burdened when the Grantee exercises its rights under this easement.
- 10.5** The Grantor must maintain, clean and light the Easement Site which is designed for pedestrian use to the satisfaction of the Grantee (acting reasonably).
- 11. Terms of Easement for access variable width (E11) (limited in stratum) numbered 11 in the plan.**
- 11.1** The Grantee and Authorised Users may pass and repass (**Access**) over those parts of the Easement Site which are designed for pedestrian use at all times for the purpose of gaining access to and from the Lot Benefited.
- 11.2** Despite the Grantee's rights under clause 11.1, the Grantee may not:
- (a) fish from the Easement Site; or
 - (b) use the Easement Site as a means of access to the waters of Sydney Harbour.
- 11.3** The right of Access under this easement may only be exercised:
- (a) on foot;
 - (b) without bicycles skateboards, scooters, rollerblades or other similar items; and
 - (c) with wheelchairs or other disabled aids or trolleys, but without vehicles.
- 11.4** The Grantor, acting reasonably, may remove (or refuse entry to) any person entitled to exercise the right of Access if that person:
- (a) is not adequately clothed;
 - (b) is drunk or under the influence of illegal drugs;
 - (c) behaves in a manner likely to cause alarm, offence or embarrassment to persons on the Lot Burdened or on land adjoining the Lot Burdened.


Council Authorised Person



Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Plan: **DP1121561**

Full name and address
of the owner of the land:

(Sheet 14 of 14 Sheets)
Plan of Subdivision of Lots 2, 6 & 10 in DP 876763
and easements within Lots 5 & 9 in DP 876763
Sydney Harbour Foreshore Authority of Level 6,
66 Harrington Street, Sydney, NSW 2000

11.5 The Grantee must:

- (a) cause as little inconvenience as practicable to the Grantor and any occupier of the Lot Burdened when the Grantee exercises its rights under this easement; and
- (b) ensure that no gangways, equipment or cargo obstructs the easement site when vessels leave or arrive from the Lot Benefited.

12. Terms of Easement to drain water 2 wide (E12) numbered 12 in the plan.

12.1 Easement to drain water 2 wide (E12) the terms of which are set out in Part 3 of Schedule 8 of the Conveyancing Act 1919.

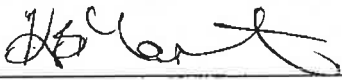
Signed by **JOHN MITCHELL** for and on behalf of the
SYDNEY HARBOUR FORESHORE AUTHORITY under
delegated authority and without assuming personal liability
and I hereby certify that I have no notice of revocation of
such delegation:

Signature of delegate

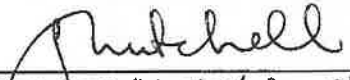
Signature of witness

Name of witness (BLOCK LETTERS)

SIGNED, SEALED AND
DELIVERED BY JOHN
MITCHELL as attorney for
SYDNEY HARBOUR
FORESHORE AUTHORITY under
power of attorney registered book
4542 no. 61 in the presence of:


Signature of witness

KIRSTY MARTIN
Name of witness (block letters)


By executing this deed the attorney
states that the attorney has received
no notice of revocation of the power
of attorney


Council Authorised Person





**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:44

Order No. 64919598

Certificate No: 99321638

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AD780446

Available: Y

Size (KB): 29

Number of Pages: 1

Scan Date and Time: 29/04/2008 14:00

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Form: 0ITG
Licence: 04-08-427
Licensee: Corrs Chambers Westgarth

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900



AD780446A

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

(A) **TORRENS TITLE**

Servient Tenement (land burdened) 100/1091132 NB1 DP1101303	Dominant Tenement (land benefited) 10/876763
---	---

(B) **LODGED BY**

Delivery Box 898S	Name, Address or DX and Telephone LLPN:123648F Corrs Chambers Westgarth 1 Farrer Place SYDNEY NSW 2000 Tel (02) 9210 6500 Reference (optional): 9023871 cwt	CODE TG
----------------------	---	----------------

(C) **TRANSFEROR**

Registered proprietor of the servient tenement Sydney Harbour Foreshore Authority
--

(D)

The transferor acknowledges receipt of the consideration of \$Nil
and transfers and grants

(E) **DESCRIPTION
OF EASEMENT**

Easement for Access over that part of Lot 100 in DP 1091132 identified as (U) - "Right of Carriageway 8 wide on (DP 876763)" on the title diagram.
--

out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable): Not applicable


(G) **TRANSFeree**

Registered proprietor of the dominant tenement Sydney Harbour Foreshore Authority
--

DATE 14/2/08

(H) Signed by JOHN MITCHELL for and on behalf of the
SYDNEY HARBOUR FORESHORE AUTHORITY under)
delegated authority and without assuming personal liability and)
I hereby certify that I have no notice of revocation of such)
delegation:)


Signature of delegate


Signature of witness

LARRY D. COHEN
Name of witness (BLOCK LETTERS)



**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:45

Order No. 64919598

Certificate No: 99321639

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AM994626

Available: Y

Size (KB): 3808

Number of Pages: 112

Scan Date and Time: 22/12/2017 22:01

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Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AM994626E

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

(A) **TORRENS TITLE**

For the common property
CP/SP80052

(B) **LODGED BY**

Document Collection Box 1024D	Name, Address or DX, Telephone, and Customer Account Number if any McCormacks Solicitors Suite 5:01, Level 5, 151 Castlereagh St LLPN 123 732S Sydney NSW 2000 Reference: Strata Plan no.80052
---	--

CODE

CH

- (C) The Owners-Strata Plan No. 80052 certify that pursuant to a resolution passed on 29/6/2017 and
- (D) in accordance with the provisions of Section 141 of the Strata Schemes Management Act 2015 the by-laws are changed as follows---
- (E) Repealed by-law No.
Added by-law No. Special By-Law 10 (see p.104)
Amended by-law No.
as fully set out below:

See Annexure 'A'



an c00L
ff c00L AK999A50
an CI

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 80052 was affixed on 19/12/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Michael McCormack

Authority: Strata Manager

Signature:

Name:

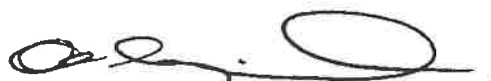
Authority:

~

This is Annexure A - Consolidation of by-laws for Strata Plan No.80052

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1 Definitions and interpretation

1.1. Definitions

The following words have these meanings in these By-laws, unless a contrary intention appears:

Act means the Strata Schemes Management Act 1996;

Air Conditioning Components means the air conditioning components referred to in By-laws 31.1 and 31.3.

Authorised Users means a Residential Owner, a Residential Occupier and a person on the Parcel with the express or implied consent of a Residential Owner or Residential Occupier.

Building means the building on the Parcel known as Sydney Wharf.

Bicycle Storage Facilities means the bicycle storage facilities located on the Common Property within the Building.

Building Maintenance Program means the maintenance program prepared by a suitably qualified or licensed person for the maintenance of the Building.

By-law means these by-laws.

Car Space means a part of a Lot which has been approved by Council for use as a car space.

Car Wash Bay means the car wash bay located on Common Property designated by the Owners Corporation for use as such.

Commercial Garbage Room means the garbage room located on the ground level of the Building on Common Property marked "c" on the Strata Plan.

Commercial/Retail Lots means Lots 46 and 106 in the Strata Plan.

Commercial/Retail Occupier means an Occupier of a Commercial/Retail Lot.

Commercial/Retail Owner means an Owner of a Commercial/Retail Lot.

Commercial/Retail Users means a Commercial/Retail Owner, a Commercial/Retail Occupier and a person on the Parcel with the express or implied consent of a Commercial/Retail Owner or Commercial/Retail Occupier.

Common Property means the common property in the Strata Scheme.

Council means City of Sydney Council.

Development Act means the *Strata Schemes (Leasehold Development) Act 1986(NSW)*.

Easement means any easement, positive covenant and restriction on the use of land registered under the *Conveyancing Act 1919 (NSW)* benefiting and burdening Lots and Common Property, including easements for public access and public use of lifts and stairs created under the Development Consent.

Environment includes all aspects of the surrounding of human beings.

Environmental Laws means any law concerning the Environment and includes Laws concerning:

- (a) the carrying out of uses, works or development or the subdivision of land;
- (b) emissions of substances into the atmosphere, waters and land;
- (c) pollution and contamination of the atmosphere, waters and land;
- (d) production, use, handling, storage, transportation and disposal of:
 - (i) waste;
 - (ii) hazardous substances; and
 - (iii) dangerous goods;
- (e) threatened, endangered and other flora and fauna species; and
- (f) the health and safety of people,

Whether made or in force before or after the date of these By-Laws.

Excluded Dog means any of the following:

- (a) pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dog argentino;
- (d) a fini breazileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth Government; and
- (h) and unregistered or dangerous dog under the *Companion Animals Act 1998*.

Exclusive Use By-Laws means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Act.

Exclusive Use Seating Area means that part of the Common Property situated directly adjacent to Lot 106 marked "a" on the Strata Plan.

Executive Committee means the executive committee of the Owners Corporation.

Fire Safety Device means any structure or device contained within a Lot or Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Parcel;
- (b) provides lighting in the case of smoke, heat or fire within the Parcel;
- (c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);

- (d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel;
or
- (e) is required by Law for fire safety or that otherwise improves fire safety.

Garbage Room means the garbage rooms located on the basement level of the Building and on the ground floor of the Common Property marked "b" on the Strata Plan.

Gas Heating System means the gas heater and associated pipes, conduits and the like that exclusively services Lot 45 and Lot 105, as the case may be.

Government Agency means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body or any accredited certifier or such person's successor or replacement pursuant to any law having jurisdiction over the Parcel.

Grease Arrestor means the grease arrestor and associated pipes, conduits and the like that exclusively service Lot 106.

Gymnasium means the gymnasium located on level 1 of the Building on the Common Property.

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority.

Landlord means the lessor (as that term is defined in the *Strata Schemes (Leasehold Development) Act 1986 (NSW)*) from time to time for the Lots and Common Property. Where appropriate in the context, "**Landlord**" also includes agents, employees, invitees and licensees of the Landlord.

Lot means a lot (as defined in the Act) in the Strata Plan.

Lot Lease means the lease entered into by an Owner and the Landlord in respect of a Lot.

Maintenance Program is the maintenance program for the piles, substructures, seawalls and associated structural elements within the Common Property. The Maintenance Program is contained in Schedule 1.

Occupier means the occupier, licensee or person in lawful possession of a Lot.

Owner means:

- (a) the lessee (as that term is defined in the Development Act) for the time being of a leasehold interest in a Lot;
- (b) if a Lot is subdivided or re-subdivided, the lessees (as that term is defined in the Development Act) for the time being of a leasehold interest in the new Lots;
- (c) for an Exclusive Use By-Law, the lessee (as that term is defined in the Development Act) of the Lot (or Lots) benefiting from the Exclusive Use By-Law and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means the Owners Corporation constituted on registration of the Strata Plan.

Owners Corporation Manual means the owners corporation manual adopted by the Owners Corporation at a general meeting.

Parcel means the land comprised in the Strata Scheme.

Permitted Person means a person on the Parcel with the express or implied consent of an Owner or Occupier and includes the invitees, agents, contractors and service providers of an Owner or Occupier.

Public Access Areas means those areas within the Common Property which are subject to an Easement for public access created on the Strata Plan.

Recreational Facilities means the Swimming Pool and Gymnasium.

Residential Lobby Area means that part of the Common Property predominantly used for the purpose of a lobby area.

Residential Lots means Lots 1 - 45 and 47 - 105 in the Strata Plan.

Residential Occupier means an Occupier of a Residential Lot.

Residential Owner means an Owner of a Residential Lot.

Rules means the rules made under these By-laws.

Security Key means a key, magnetic or other device used to:

- (a) open and close gates or locks; or
- (b) operate alarms, security systems or communications systems.

Small Dog means any breed of dog which:

- (a) at its full grown size does not exceed 10 kilos; and
- (b) is not an Excluded Dog.

Strata Plan means the strata plan registered with these By-laws.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Swimming Pool means the swimming pool which is located on level 1 of the Building on the Common Property.

Vehicle includes a car, motor cycle, boat, trailer, caravan or other towable item.

Visitor Car Parking means those areas of Common Property designated as car spaces for parking of motor vehicles by visitors to the Strata Scheme.

1.2. Interpretation

A word appearing and not defined in these By-laws but defined in the Act has the meaning under the Act.

In these By-laws unless the contrary intention appears a reference to:

- (a) the singular includes the plural and vice versa;

- (b) any gender includes all other genders;
- (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
- (d) this instrument includes any variation or replacement of it.

The word "includes" in any form is not a word of limitation.

A reference to Law includes all Law amending, consolidating or replacing Law.

1.3. Severability

If the whole or any part of a provision of these By-laws is invalid or unenforceable, the validity or enforceability of the remaining By-laws are not affected.

1.4. Headings

Headings are inserted for convenience of reference only and must be ignored in the interpretation of these By-laws.

1.5. Owners Corporation approval

A person must make an application for the approval of the Owners Corporation under these By laws in writing.

Subject to an express provision in these By-laws the Owners Corporation may in its absolute discretion:

- (a) give approval conditionally or unconditionally; or
- (b) withhold its approval.

1.6. Conditions of approval

An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of approval.

1.7. Manner of approval

Subject to an express provision in these By-laws or any provision of the Act, approvals by the Owners Corporation under these By-laws may be given by;

- (a) the Owners Corporation at a general meeting; or
- (b) the Executive Committee at a meeting of the Executive Committee.

1.8. By-laws subject to lease

Nothing in these By-laws gives an Owner, Occupier or Owners Corporation approval to do anything which is prohibited or regulated by a lease with the Landlord.

1.9. Approval must be in writing

The Owners Corporation must give any approval required under these By-laws in writing.

2 Introduction

2.1 Leasehold Strata Scheme

The Building is a predominantly residential leasehold Strata Scheme with 104 residential Lots and 2 retail/commercial Lots.

The Landlord is the owner of the freehold estate in the Parcel.

2.2 Owners Corporation lease

The Owners Corporation has a lease with the Landlord for the Common Property. The Landlord is the landlord and the Owners Corporation is the tenant. The Owners Corporation must comply on time and at its cost with its lease with the Landlord for the Common Property.

2.3 Lot leases

Each Lot in the Strata Scheme is subject to a lease from the Landlord. The landlord is the Landlord and the tenant is the Owner. Each Owner must comply on time and at each Owner's cost with the lease with the Landlord for a Lot.

2.4 Consents under leases

Nothing in the By-laws gives an Owner or the Owners Corporation consent to do anything which is prohibited or regulated by a lease with the Landlord. A consent under the By-laws does not relieve an Owner or the Owners Corporation from obligations to obtain necessary consents under a lease with the Landlord.

2.5 Inconsistencies between the By-laws and leases

If there is any inconsistency between the By-laws and the terms of a lease with the Landlord for the Common Property or a Lot, the lease with the Landlord prevails to the extent of the inconsistency.

2.6 Purpose

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

2.7 Who must comply with the By-laws?

These By-laws set out the rules of the Strata Scheme and bind:

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation;
- (d) Permitted Persons; and
- (e) mortgagees in possession of a Lot.

2.8 Changing the By-laws

The Owners Corporation may add, change and cancel By-laws only if adding, changing or cancelling the By-law does not conflict with the lease the Owners Corporation has with the Landlord for Common Property.

3 Behaviour of Owners, Occupiers and Permitted Persons (By-law 3.3 amended 27 September 2016)

3.1 Behaviour

An Owner or Occupier must not create noise on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier or Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

3.2 Residential apartments

The Owners Corporation must ensure that a certificate signed by:

- (a) each Owner (excluding the Commercial/Retail Owners); or
- (b) the Owners Corporation; or
- (c) a solicitor,

is forwarded to Council every 12 months certifying that all apartments approved for residential use are either Owner occupied or are subject to a residential lease.

3.3 Some prohibitions

An Owner or Occupier must not:

- (a) obstruct lawful use of the Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier or a Permitted Person; or
- (c) deposit or throw any garbage overboard into any water adjacent to the Common Property or onto the Common Property; or
- (d) consume alcohol on any walkway or pontoon or pier; or
- (e) do anything on the Common Property which is illegal; or
- (f) do anything that might damage the good reputation of the Owners Corporation or the Strata Scheme; or
- (g) obstruct the lawful use of the Common Property by any person; or
- (h) bring or permit to enter, any heavy article which might cause structural damage to the Common Property.

3.4 Children

An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children (such as the car park and Recreational Facilities) if the child is accompanied by an adult exercising effective control.

3.5 Permitted Persons

An Owner or Occupier must ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

An Owner or Occupier must ensure that a Permitted Person complies with these By-laws in so far as they apply to Permitted Persons.

3.6 Smoking

An Owner, Occupier or Permitted Person must not smoke in stairwells, lifts, foyers and the car park forming part of the Common Property or such other parts of the Common Property as the Owners Corporation may designate from time to time (including the Recreational Facilities).

3.7 Skateboards

An Owner, Occupier or Permitted Person must not use or permit to be used in or on the Common Property skateboards, roller skates or roller blades.

3.8 Fishing

An Owner, Occupier or Permitted Person must not fish from the Common Property or part of a Lot.

3.9 Swimming, snorkelling or diving

An Owner, Occupier or Permitted Person must not swim, dive or snorkel from the Common Property.

3.10 Life safety equipment

The Owners Corporation must:

- (a) provide within the Public Access Areas proper and sufficient life saving appliances;
- (b) properly maintain the life saving appliances so that they are in good working order at all times; and
- (c) keep life saving appliances readily available for use.

The Owners Corporation must not use or permit the life saving appliances to be used other than for lifesaving purposes.

3.11 Responsibility for others

Owners must:

- (a) include in any lease or other agreement with an Occupier of its Lot provisions requiring the Occupier to refrain from breaching the Bylaws;
- (b) if it sub-leases or licences its Lot, provide the Occupier with an up-to-date copy of the By-laws;
- (c) use reasonable endeavours to ensure that any Occupier of the Lot and their invitees refrain from breaching the By-laws; and
- (d) take all action reasonably available, including action under any lease or other agreement, to make an Occupier or its invitees refrain from breaching the By-laws or leave the Building.

3.12 Obligations for visitors

Owners and Occupiers must:

- (a) take all reasonable actions to ensure their visitors refrain from breaching the By-laws; and
- (b) make their visitors leave the Building if they do not refrain from breaching the By-laws.

3.13 Actions of others

An Owner or Occupier must not allow another person to do anything that it cannot do under the By-laws or the Owner cannot do under its Lot Lease with the Landlord.

4 Common Property

4.1 Approval of Owners Corporation

An Owner or Occupier may only do the following if that Owner or Occupier first obtains the approval of the Owners Corporation:

- (a) leave anything on the Common Property;
- (b) obstruct the use of the Common Property;
- (c) use any part of the Common Property for the Owner's or Occupier's own purposes;
- (d) erect any structure on the Common Property;
- (e) attach any item to the Common Property;
- (f) do or permit anything to be done to the Common Property which might cause damage; or
- (g) alter the Common Property.

4.2 Building Works and Alterations

By-law 19 ("Building Works and Alterations") applies to the carrying out of building works or alterations and may apply to paragraphs (a), (b), (d), (e), (f) or (g) above.

4.3 Decorative Items

By-law 4.1 ("Approval of Owners Corporation") does not prevent an Owner or Occupier from installing any device reasonably used to affix decorative items to the internal surfaces of walls in the Owners' or Occupier's Lot.

4.4 Notice of damage or defect

An Owner or Occupier must:

- (a) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
- (b) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
- (c) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

4.5 Disposal of rubbish

Except with the prior approval of the Owners Corporation, an Owner or Occupier must not deposit or throw on to the Common Property any rubbish, dirt, dust or other material or discarded item.

4.6 Damage to Common Property

If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:

- (a) promptly notify the Owners Corporation of the damage caused; and
- (b) compensate the Owners Corporation accordingly.

4.7 Building maintenance

The Owners Corporation must:

- (a) adopt and carry out the Building Maintenance Program; and
- (b) have the Building Maintenance Program reviewed annually by a suitably qualified or licensed person.

4.8 Safety

The Owners Corporation must arrange for a suitably qualified or licensed person carry out an annual safety inspection of the Common Property.

4.9 Fire Safety

The Owners Corporation must:

- (a) prominently display in the Building the fire safety certificate together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
- (b) arrange for annual inspection of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
- (c) provide a copy of a report of the annual inspection referred to in this By-law 4.9(b) to Council.

5 External Appearance

5.1 General

An Owner or Occupier must not keep anything within a Residential Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the approval of the Owners Corporation.

5.2 Window coverings

To ensure the architectural integrity of the Building, window coverings including louvres, curtains or blinds must be white in colour when viewed from the exterior of the Building of a Residential Lot.

5.3 Signage

Subject to By-laws 5.4 ("Permitted signage") and 18 ("Commercial/Retail Lots") an Owner or Occupier must not erect any signage (whether temporary or permanent) on Common Property or such that can be seen from outside a Lot without the approval of the Executive Committee and if required, any Government Agency.

5.4 Permitted signage

An Owner or Occupier may erect "for sale" or "for lease" signs within an area of not more than 1 square metre within a Lot or an area of Common Property designated for that purpose for a period of not more than four months without the approval of the Executive Committee.

5.5 Power to remove signage

Subject to By-laws 5.4 ("Permitted Signage") and 18 ("Commercial/Retail Lots"), the Owners Corporation may remove any sign erected without its consent.

5.6 Washing

An Owner or Occupier must not hang any washing, bedding or other articles of a similar nature on any part of the Parcel in such a way as to be visible from outside the Building, including from the balcony of a Lot.

5.7 Insect screens

An Owner or Occupier must not install insect screens to an entry door to a Lot. An Owner or Occupier may install insect screens to a Lot which face the exterior of the Building so long as the insect screen is finished in a powdercoated finish, is grey in colour and is otherwise in keeping with the appearance of the rest of the Building. Any enquiries in relation to the colour and finish should be directed to the Owners Corporation.

5.8 Rooftop

The installation or attachment of

- (a) terrace furniture, shade devices or any other devices that protrude above the rooftop ridgeline of the Building; or
 - (b) satellite dishes, aerials or any other similar device to the roof of the Building,
- are prohibited.

6 Floor Coverings

6.1 Application to Residential Lots

This By-law only applies to Residential Lots.

6.2 Acceptable floor coverings

An Owner must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

6.3 Minimum acoustic performance standard

Without limiting the requirements of this By-law, if a Residential Owner wishes to use a floor finish within a Residential Owner's Lot other than carpet the minimum acoustic performance standard to be achieved for any such floor finish must be equal to that of the flooring system which it is proposed to replace or the minimum standard prescribed by the Law (including the Building Code of Australia) from time to time (whichever is the higher standard).

6.4 Approval required

Except where a Residential Owner is replacing a floor finish with carpet, a Residential Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this By-law and must not unreasonably refuse such request providing a report satisfying the requirements set out in By-law 6.5 ("Acoustic engineer's report") has been provided. A Commercial/Retail Owner does not require the prior consent of the Owners Corporation under this By-law.

6.5 Acoustic engineer's report

An application for consent by a Residential Owner under By-law 6.4 ("Approval required") must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission including impact noise following installation. The report must state that the proposed floor finish will not breach By-law 6.2 ("Acceptable floor coverings") and will comply with By-law 6.3 ("Minimum acoustic performance standard").

6.6 Floor finish

Following the installation of a floor finish other than carpet, to demonstrate compliance with this By-law, a Residential Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this By-law including those in the report required under By-law 6.5 ("Acoustic engineer's report"). If such certificate is not provided to the Owner's Corporation within 6 months of installation of the new floor finish, the Owner's Corporation has the right to require the new floor finish to be replaced with carpet at the cost of the Residential Owner.

7 Installation of Audiovisual Equipment (Inter apartment walls)

7.1 Report required

An Owner or Occupier must not install or attach any audiovisual equipment or the like to any Common Property wall separating a Residential Lot from another Residential Lot or other Common Property (for example on an interapartment wall) without the Owner or Occupier providing to the Owners Corporation a report signed by an engineer or other appropriately qualified person certifying that the structural and acoustic integrity and performance of the wall will not be compromised by the proposed installation.

7.2 Application of By-law 4.1

By-law 4.1 ("Approval of Owners Corporation") does not prevent an Owner or Occupier from installing such audiovisual equipment if the Owner or Occupier complies with by law 7.1 ("Report required").

8 Car Spaces and Visitor Car Parking on Common Property (By-law 8.6 Repealed and Replaced 28 November 2012; By-law 8.9 added 19 May 2010, By-law 8.1 amended 27 September 2016)

8.1 Car Spaces

A Car Space must not be used by an Owner or Occupier for any purpose other than parking a Vehicle (provided such Vehicle is not likely to cause damage to the common property) without the prior approval of the Owners Corporation..

8.2 Car Space free of obstruction

A Car Space must be kept free of obstruction.

8.3 Doors or cages

By-law 19 ("Building Works and Alterations") applies to the attaching of a door or a cage or any other fixture to a Car Space.

8.4 Approval for doors, etc

The Owners Corporation must approve the attachment of a door, or a cage or any other fixture to a Car Space if it is satisfied that:

- (a) it will not inhibit the use of a Car Space by an adjoining Owner;
- (b) adequate ventilation will be maintained; and
- (c) the standard of the proposed door or cage or other fixture is similar in nature to and is at least equal in quality and standard to any doors, cages or other fixtures existing at the date of registration of the Strata Plan.

8.5 Visitor Car Parking restriction

An Owner or Occupier must not park a Vehicle in Visitor Car Parking.

8.6 Permitted Persons

A Permitted Person may park a motor vehicle in Visitor Car Parking for a consecutive period of up to 24 hours on any 1 occasion. A Permitted Person must not park a motor vehicle on more than 2 occasions in any period of 7 consecutive days.

Visitor Car Parking must only be used for the purpose of visiting an Owner or Occupier, or for conducting business within the parcel.

8.7 Visitor Car Parking exclusive use

The Visitor Car Parking is to be kept free of obstruction and is for the exclusive use of Permitted Persons.

8.8 Common Property

An Owner or Occupier must not park a Vehicle on Common Property without the prior approval of the Owners Corporation.

8.9 Vehicle Speed and Safety on Common Property

An Owner, Occupier or Permitted Person driving or riding any vehicle on Common Property must:

- (a) Not exceed the speed indicated by signs displayed on the Common Property;
- (b) Allow at least 10 metres distance (between vehicles) from any vehicle travelling in front; and
- (c) Comply with any Rules pertaining to vehicle movement made pursuant to By-law 23.1.

9 Cleaning (By-law 9.5 amended 19 May 2010)

9.1 Windows, doors and balustrades of Residential Lots

An Owner or Occupier must keep clean all exterior surfaces of glass in windows, doors and balustrades on the boundary of a Residential Lot (including so much as is Common Property) that are safely and directly accessible from a Residential Lot.

9.2 Inaccessible surfaces of Residential Lots

The Owners Corporation will keep clean the exterior surfaces of the glass in windows on the boundary of the Residential Lot that are not safely and directly accessible from a Residential Lot.

9.3 Commercial/Retail Lot surfaces

The Owner of a Commercial/Retail Lot must keep clean all exterior surfaces of windows and doors on the boundary of the Commercial/Retail Lots.

9.4 Louvres of Residential Lots

The Owners Corporation must keep clean the louvres on the boundary of the Residential Lots.

9.5 Balconies and gardens

An Owner or Occupier must keep all planter boxes, gardens, balconies, terraces, timber decking, hand rails, balustrades and the like within the Owner or Occupier's Lot clean, tidy and well maintained in keeping with the general condition of the building.

9.6 Reasonable care

An Owner or Occupier must take reasonable care when carrying out their obligations under By-law 9.7 ("Maintenance of planter boxes") to ensure that no damage is caused to a person or property.

9.7 Maintenance of planter boxes

If there are planter boxes on or within a balcony of a Residential Lot, an Owner or Occupier must:

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

10 Moving Goods and Furniture (By-law 10.1 repealed and replaced 19 May 2010)

10.1 Moving in and out - notice, rules and \$1,000.00 bond

An Owner or Occupier must not transport any large furniture or large object in relation to moving in or out unless:

- (a) at least 3 days' written notice of the proposed date and time has first been given to the Owners Corporation;
- (b) the transport takes place at the date and time and from Monday to Friday only, between 9am and 4.30pm (unless by expressed written authority from the Executive Committee via the Building Manager)
- (c) the Owner or Occupier complies with any reasonable rules and directions of the Owners Corporation in respect of such transport; and
- (d) a bond of \$1,000.00 has first been paid to the Owners Corporation as security for any liability for compensation arising under By law 10.6, which bond shall be repaid after such transport within 14 days of request, less any amount reasonably withheld in respect of such liability.

10.2 Loading

All loading and unloading of goods must be conducted wholly within the Parcel.

10.3 Furniture and large objects

Furniture and large objects must be loaded and unloaded from the area "SV" on the Strata Plan.

10.4 Manner of moving

The Owners Corporation may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.

10.5 Compliance with determination

If the Owners Corporation has determined, the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.

10.6 Damage

If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture or any other items, that Owner or Occupier must compensate the Owners Corporation in accordance with Bylaw 4.6 ("Damage to Common Property").

11 Garbage Disposal

11.1 Owners Corporation Manual

Garbage disposal is to be in accordance with the Owners Corporation Manual.

11.2 No garbage in Common Property

An Owner or Occupier must not deposit or leave garbage or recyclable materials on Common Property (other than the Garbage Room or a garbage chute according to this By law) or in an area of their Lot which is visible from outside the Lot.

11.3 Residential Owners and Residential Occupiers

Each floor in the Building has garbage chutes for the use of a Residential Owner or Residential Occupier for the disposal of garbage and waste.

11.4 Recyclable materials

A Residential Owner or Residential Occupier must place recyclable material in the containers in a recycling area determined by the Owners Corporation.

11.5 No glass, liquids or large items in garbage chute

An Owner or Occupier must not:

- (a) put bottles or glass or liquids in a garbage chute; or
- (b) put large items in a garbage chute that might cause a blockage.

11.6 Collection of recyclable materials

The Owners Corporation must arrange for recyclable materials from the recycling area or areas to be placed in the Garbage Room for collection.

11.7 Commercial/Retail owners and Commercial/Retail Occupiers

A Commercial/Retail Owner or Commercial/Retail Occupier must place garbage, waste and recyclable material in the Commercial Garbage Room.

11.8 Costs of removal of waste

The Commercial/Retail Owners are responsible for all costs of removal of the garbage waste and recyclable material from the Commercial Garbage Room which relate to the Commercial/Retail Lots in the following proportions:

- (a) ninety percent for Lot 106; and
- (b) ten percent for Lot 46.

11.9 Garbage Room

An Owner or Occupier must not enter the Garbage Room without prior approval from the Owners Corporation.

11.10 Hazardous waste

Nothing in this By-law requires an Owner or Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant Law applying to the disposal of such waste.

11.11 Spillage

An Owner or Occupier must promptly remove anything which the Owner or Occupier may have spilled in any area of Common Property and take such action as may be necessary to clean the area within which that thing has spilled.

11.12 Cleaning of Commercial Garbage Room

A Commercial/Retail Owner or Commercial/Retail Occupier must ensure that the Commercial Garbage Room:

- (a) is kept clean to the reasonable satisfaction of the Owners Corporation; and
- (b) garbage is removed from the Commercial Garbage Room in a timely manner.

11.13 Failure to keep clean

If the Commercial/Retail Owners fail to carry out their obligations in accordance with By-laws 11.12 (a) and (b) above then the Commercial/Retail Owners acknowledge and agree that:

- (a) the Owners Corporation may clean and remove garbage from the Commercial Garbage Room and as the Owners Corporation considers appropriate; and
- (b) the Commercial/Retail Owners indemnify the Owners Corporation for any costs incurred in connection with By-law 11.13(a).

12 Keeping of Animals

12.1 When consent is not required

An Owner or Occupier may keep the following animals in the Owner or Occupier's Lot without the consent of the Owners Corporation:

- (a) fish in an enclosed aquarium;
- (b) 1 caged bird;
- (c) 1 Small Dog; or
- (d) 1 cat.

12.2 When consent is required

An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:

- (a) any other type of animal including a dog which is not a Small Dog; or
- (b) more than 1 dog or cat at the same time.

12.3 Control

If an Owner or Occupier keeps an animal, then the Owner or Occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
- (b) must ensure that, when in or on any other part of the Parcel, the animal is accompanied by the Owner or Occupier;
- (c) must, when on any other part of the Parcel, keep the animal appropriately tethered and under control; and
- (d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
 - (i) any noise which is disturbing to an extent which is unreasonable;
 - (ii) for damage to or loss of property or injury to any person caused by the animal; and
 - (iii) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel.

12.4 Application of By-law

This By-law:

- (a) applies to any Permitted Person; and
- (b) does not prevent the keeping of a dog used as a guide or hearing dog.

12.5 Breach

Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this By-law.

12.6 Further breach

A further breach under this By-law after notice has been served on an Owner or Occupier under By-law 12.5 ("Breach"), will entitle the Owners Corporation to require the immediate permanent removal of the animal from the Building.

13 Insurance premiums

13.1 Consent from the Owners Corporation

An Owner or Occupier must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

13.2 Payments for increased premiums

If the Owners Corporation gives an Owner or Occupier consent under this By-law 13, it may make conditions that require the Owner or Occupier to reimburse the Owners Corporation for any increased premium. If an Owner or Occupier does not agree with the conditions, the Owners Corporation may refuse its consent.

13.3 Notification of Owners Corporation

An Owner or Occupier must notify the Owners Corporation if they do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

14 Security Keys

14.1 Security

The Owners Corporation may take measures to ensure the security and preserve the safety of the Common Property and the Lots from fire and other hazards including by:

- (a) closing off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis; or
- (b) otherwise restricting the access to or use by an Owner or Occupier of any part of the Common Property.

14.2 Security management plan

The Owners Corporation must prepare and maintain a security management plan that addresses active and passive security measures to stop intruders coming into the Building or Common Property. Owners, Occupiers and the Owners Corporation must adhere to the measures identified in the security management plan at all times.

14.3 Restricted access

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

14.4 Providing Owners with Security Keys

The Owners Corporation must make Security Keys available to:

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

14.5 Fees

The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner.

14.6 Occupiers

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

14.7 Security Keys

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

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

15 Car Wash Bay

15.1 Hours

The Car Wash Bay may only be used for car washing purposes between the hours of 7.30 am and 6.00 pm or other hours as nominated from time to time by the Owners Corporation.

15.2 Recycled water

The Car Wash Bay has a tap providing recycled water for general purpose wash down of cars. The water is not fit for human consumption.

15.3 Rules

Owners and Occupiers must comply with Rules made by the Owners Corporation in relation to the use of the Car Wash Bay.

16 Use of the Recreational Facilities

16.1 Authorised Users

Lots 1-106 have the special privilege of using the Recreational Facilities on the terms and conditions of this By-law.

16.2 Prohibited users

Owners of Lots 46 and 106 must not permit Permitted Persons of the Commercial/Retail Lots to enjoy this special privilege.

16.3 Repair and maintenance

The Owners Corporation is responsible for the proper maintenance of and keeping the Recreational Facilities in a state of good and serviceable repair.

16.4 Not used

16.5 Third parties

The Owners Corporation may make agreements with third parties about performing its obligations under this By-law.

16.6 Rules

The following terms and conditions apply to use of the Recreational Facilities by Authorised Users:

- (a) the Recreational Facilities may only be used between the hours of 6.00am and 9.00pm or other hours nominated from time to time by the Owners Corporation;
- (b) all users must ensure that any entry/exit doors to the Recreational Facilities are closed after 7.00pm;
- (c) children under the age of 12 years of age may use the Recreational Facilities only if accompanied and supervised by an adult;
- (d) glass objects, drinking glasses, food and sharp objects are not permitted in the Recreational Facilities;
- (e) running, ball playing, noisy or hazardous activities are not permitted in or about the Recreational Facilities;
- (f) Swimming Pool equipment must not, except with the approval of the Owners Corporation, be interfered with, operated or adjusted;
- (g) sports type footwear must be worn while using the Gymnasium;
- (h) all users must be appropriately attired whilst using the Recreational Facilities; and
- (i) all users of the Recreational Facilities must carry a towel.

16.7 Other Rules

An Authorised User must comply with any other Rules the Owners Corporation makes about use of the Recreational Facilities

17 Storage of Bicycles

17.1 Restrictions

An Owner or Occupier must not:

- (a) permit any bicycle to be stored in the Common Property other than in the Bicycle Storage Facilities; and
- (b) permit any bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property as may be designated by the Owners Corporation from time to time; and
- (c) permit anyone other than an Owner or Occupier to use the Bicycle Storage Facilities.

18 Commercial/Retail Lots

18.1 Fitout

A Commercial/Retail Owner or Commercial/Retail Occupier must obtain the prior approval of the Owners Corporation to the carrying out of any works to fit out a Commercial/Retail Lot. By-law 19 ("Building Works and Alterations") applies to the fit out.

18.2 Standard of fitout

Each Commercial/Retail Owner must ensure that the fitting out of the Owner's Commercial/Retail Lot:

- (a) is completed using high quality finishes and materials; and
- (b) is carried out in a proper and workmanlike manner, by a licensed or suitably qualified person.

18.3 Development applications

A Commercial/Retail Owner or Commercial/Retail Occupier must obtain the prior approval of the Owners Corporation for the lodgement of any development application with the relevant Government Agency.

18.4 Prescribed consents

The Owners Corporation consents to the lodging of any development application by a Commercial/Retail Owner for the use of a Commercial/Retail Lot for any lawful purpose so long as the use:

- (a) is permitted under the Lot Lease; and
- (b) does not adversely impact in any way on the Common Property.

18.5 Signage

A Commercial/Retail Owner or Commercial/Retail Occupier may, without the approval of the Owners Corporation (but subject to obtaining all necessary approvals and consents of any relevant Government Agency), erect appropriate trade or business signage in respect of a Commercial/Retail Lot to the glass façade of the Building immediately adjacent to that Commercial/Retail Lot.

18.6 Maintenance of Signage

Signage must be maintained by the Commercial/Retail Owner or the Commercial/Retail Occupier to whom the signage relates.

18.7 Style of Signage

Signage installed by a Commercial/Retail Owner or Commercial/Retail Occupier under this By-law:

- (a) must not be neon or flashing;
- (b) must be located behind the external glass line of the Building; and

- (c) the colour, size and letter style must be consistent with the nature of the Building as a prestigious and up market residential building.

18.8 Width of signage

The maximum width of the signage must not exceed two window bays.

18.9 Signage connected to power

If signage is connected to power:

- (a) such power must run off a Commercial/Retail Owner's switchboard and must not be connected to the Owners Corporation's power supply; and
- (b) such signage must not be illuminated after 10.30 pm.

18.10 Operation of businesses from the Commercial/Retail Lots

A Commercial/Retail Owner or Commercial/Retail Occupier must ensure that any business operated from a Commercial/Retail Lot is always conducted:

- (a) in accordance with all relevant Laws and in a proper and professional manner;
- (b) so as to maintain the security, cleanliness and good reputation of the Building; and
- (c) with a usage consistent with the nature of the Building as a prestigious and up-market residential building.

18.11 Controls on hours of operation and noise

A Commercial/Retail Owner or Commercial/Retail Occupier:

- (a) must not permit any form of live entertainment or amplified music to be conducted on the Commercial/Retail Lot unless the Owners Corporation by special resolution determines otherwise; and
- (b) may only conduct or permit to be conducted commercial or business activities on the Commercial/Retail Lot during the hours of 7 am to 10 pm on any day or the hours of operation imposed by the Council (whichever is the lesser).

18.12 Odours

A Commercial/Retail Owner or Commercial/Retail Occupier must ensure that no offensive or strong odours emanate from that Owner or Occupier's Commercial/Retail Lot.

18.13 Pest control

A Commercial/Retail Owner or Commercial/Retail Occupier must at its cost, ensure that regular pest control is carried out (which must be done at least yearly) within that Commercial/Retail Lot and areas over which that Owner or Occupier has exclusive use so as to eradicate pests.

18.14 Pest report

A copy of a report carried out by a pest exterminator must be furnished to the Owners Corporation by each Commercial/Retail Owner or Commercial/Retail Occupier as evidence of compliance with By-law 18.13 ("Pest control").

18.15 Owners Corporation to act reasonably

In determining any matter in connection with this By-law 18, the Owners Corporation must act reasonably having regard to the business and use to which the Commercial/Retail Lot is lawfully put.

19 Building Works & Alterations

19.1 Approval of Owners Corporation

Subject to the provisions of this By-law, an Owner or Occupier must obtain the approval of the Owners Corporation to carry out building works or alterations that will affect Common Property.

19.2 Approval of Council and Government Agencies

In addition to the approval of the Owners Corporation under By-law 19.1 ("Approval of Owners Corporation"), an Owner or Occupier must obtain the approval of the Council or any other Government Agency if required and ensure all building works comply with all relevant approvals.

19.3 Minor work to interior

Approval of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.

19.4 Works under Exclusive Use By-Law

Approval of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an Exclusive Use By-Law.

19.5 Development application approval

Approval of the Owners Corporation to the carrying out of building works or alterations will constitute approval to the lodgement of a development application to the Council or any other Government Agency (if required).

19.6 Notice

An Owner or Occupier must give to the Owners Corporation at least 30 days notice before carrying out any building work or alterations. This applies whether or not approval of the Owners Corporation is required.

19.7 Contents of notice

The notice under By-law 19.6 ("Notice") must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:

- (a) the estimated time period for the carrying out of the proposed alternations or building works;

- (b) the nature and extent of the proposed alterations or building works; and
- (c) whether any Common Property will be affected.

19.8 Carrying out of building works or alterations

During the carrying out of any building works or alterations an Owner or Occupier must:

- (a) ensure no damage to services or pipes within the Building;
- (b) ensure that the building works or alterations are carried out by a suitably qualified or licensed person to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
- (c) take all reasonable precautions to ensure that no damage is caused to the Common Property;
- (d) repair any damage caused to the Common Property as a result of the building works or alterations; and
- (e) carry out the building works or alterations promptly.

19.9 Work Methods Statement

Prior to carrying out any building works or alterations, an Owner or Occupier:

- (a) must ensure that a work method statement is prepared by a suitably qualified or licensed person to ensure that a safe work environment and method are enforced; and
- (b) provide the Owners Corporation with a copy of the works method statement.

20 Change in Use

20.1 Notice

An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme.

20.2 Payment of Premium

If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

21 Integrity of Fire Safety Systems

21.1 No interference

An Owner or Occupier must not:

- (a) interfere with or damage any Fire Safety Device; or
- (b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.

21.2 Required notifications

An Owner or Occupier must:

- (a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device;
- (b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
- (c) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
- (d) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware;
- (e) subject to receiving notice under By-law 21.3 ("Reasonable notice"), give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

21.3 Reasonable notice

The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by By-law 21.2(c) ("Required notifications").

21.4 Repair and maintenance

Notwithstanding the provisions of this By-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that Owner's or Occupier's Lot in good and serviceable order.

21.5 Breach

If an Owner or Occupier breaches a provision or provisions of this By-law, the Owners Corporation can exercise the powers granted under By-law 24 ("Owners Corporation may carry out work").

22 Fire Control

22.1 Obligations

An Owner or Occupier may keep flammable materials in their Lot only if they:

- (a) use them in connection with the lawful use of the Lot; and
- (b) keep them in reasonable quantities according to the guidelines of the Government Agencies.

22.2 Compliance with laws

Owners, Occupiers and the Owners Corporation must comply with Laws about fire control.

22.3 Restrictions

Owners, Occupiers and the Owners Corporation must not:

- (a) keep flammable materials on Common Property; or
- (b) interfere with fire safety equipment; or

- (c) obstruct or interfere with a Fires Safety Device; or
- (d) keep flammable materials in a Car Space.

23 Rules

23.1 Making Rules

The Owners Corporation may make, amend and at any time add to, Rules for the control, management, operation, use and enjoyment of the Common Property and the Parcel.

23.2 Rules consistent with By-laws

The Rules must be consistent with these By-laws.

23.3 Rules binding

The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.

23.4 Inconsistency

Subject to By-law 2 ("Introduction"), if a Rule is inconsistent with these By-laws or the requirements of a Government Agency, the By-laws or the requirements of a Government Agency prevail to the extent of the inconsistency.

24 Owners Corporation may carry out work

24.1 Power to rectify

The Owners Corporation may do anything on or in a Lot:

- (a) which should have been done under these By-laws but has not been done or has not been done properly; or
- (b) to comply with these By-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these By-laws.

24.2 Rights of Owners Corporation

If By-law 24.1 ("Power to rectify") applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:

- (a) enter and remain on the Lot for as long as is necessary; and
- (b) recover any costs associated with carrying out works under these By laws from the Owner.

24.3 Notice

An Owner or Occupier must permit to the Owners Corporation to enter onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:

- (a) except in the case of an emergency, reasonable notice is given to the Owner or Occupier whose Lot the Owners Corporation must enter; and

- (b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner or Occupier affected.

24.4 Other rights of Owners Corporation

By-law 24.3 ("Notice") is in addition to the powers of the Owners Corporation under the Act.

25 Exclusive Use By-Laws

25.1 Purpose of the Exclusive Use By-Laws

To apportion the costs for maintaining, repairing and replacing Common Property on a fairer basis, the Exclusive Use By-Laws make Owners responsible for the Common Property of which they have the exclusive use or benefit. Exclusive Use By-Laws also create special privileges in respect of Common Property.

25.2 How to change an Exclusive Use By-Law

The Owners Corporation may create, amend or cancel an Exclusive Use By-Law only by special resolution and with the written consent of the Owner of each Lot which benefits (or will benefit) from the Exclusive Use By-Law, and the consent of the Landlord pursuant to section 52 of the Act.

25.3 Occupiers may exercise rights

The Owner of each Lot which has the benefit of an Exclusive Use By-Law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-Law. However, the Owner remains responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with the obligations of the Owner under the Exclusive Use By-Law.

25.4 Regular accounts for costs

If an Owner is required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give the Owner regular accounts of the amounts it owes. The Owners Corporation may:

- (a) include those amounts in notices for the Owner's administrative fund or sinking fund contributions; and
- (b) require the Owner to pay those amounts quarterly in advance (or for other periods reasonably determined by the Owners Corporation).

25.5 Repairing damage

The Owner of a Lot which has the benefit of an Exclusive Use By-Law must repair damage caused to Common Property or the property of another Owner or Occupier while exercising rights or complying with obligations under the Exclusive Use By-Law.

25.6 Indemnities

The Owner of each Lot which has the benefit of an Exclusive Use By-Law indemnifies the Owners Corporation against all claims and liability caused by complying with obligations or exercising rights under the Exclusive Use By-Law.

25.7 Additional insurances

In addition to their obligations under By-law 13 ("insurance premiums"), an Owner of a Lot which has the benefit of an Exclusive Use By-Law must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising rights or performing obligations under the Exclusive Use By Law.

25.8 Access to exclusive use areas

An Owner of a Lot which has the benefit of an Exclusive Use By-Law must give the Owners Corporation access to the exclusive use or special privilege area to allow the Owners Corporation to exercise its rights and comply with its obligations under the Act, the By-laws and its lease with the Landlord for Common Property. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

26 Not used

27 Exclusive Use Rights Lot 106

- (a) The Owner of Lot 106 has the exclusive use and enjoyment of the Grease Arrestor located on the Common Property immediately below Lot 106.
- (b) The owner of Lot 106 is responsible for the maintenance of and keeping the Grease Arrestor in a state of good and serviceable repair.
- (c) The provisions of by law 25 ("Exclusive Use By Laws") and in particular by laws 25.5, 25.6, 25.7 and 25.8 apply to this by law.

28 Exclusive Use Rights Lot 45

28.1 Exclusive right to Gas Heating System

The Owner of Lot 45 has the exclusive use and enjoyment of the Gas Heating System for the pool within the Lot which system is located on the Common Property roof terrace level to the south of Lot 45.

28.2 Maintenance

The owner of Lot 45 is responsible for the maintenance of and keeping the Gas Heating System in a state of good and serviceable repair.

28.3 Conditions

The provisions of by law 25 ("Exclusive Use By-Laws") and in particular Bylaws 25.5, 25.6, 25.7 and 25.8 apply to this by law.

29 Exclusive Use Rights Lot - 105

29.1 Exclusive right to Gas Heating System

The Owner of Lot 105 has the exclusive use and enjoyment of the Gas Heating System for the spa within the Lot which system is located on the Common Property roof terrace level to the south of Lot 105.

29.2 Maintenance

The Owner of Lot 105 is responsible for the maintenance of and keeping the Gas Heating System in a state of good and serviceable repair.

29.3 Conditions

The provisions of by law 25 ("Exclusive Use By-Laws") and in particular by laws 25.5, 25.6, 25.7 and 25.8 apply to this by law.

30 Exclusive Use Rights - Lots 102 and 103 (Amended 21 August 2008)

30.1 Exclusive right to make openings in internal wall and to use lobby area

The Owner of Lots 102 and 103 has, if those two Lots are both owned by that one Owner, the exclusive use and enjoyment of: -

- (a) any non structural Common Property walls (including balcony deck walls) between those two Lots but only for the purpose of making openings in those non structural Common Property walls; and
- (b) the Common Property lobby area between those two Lots including the front doors and walls of those two Lots and may remove, replace and install any items (including doors and non-structural walls) in the Common Property lobby area and decorate and redecorate that Common Property lobby area at any time;

provided that; if and when the Owner ceases to be the Owner of those Lots, the Common Property lobby area must be returned to a standard and condition similar to or the same as the condition of the Common Property area prior to any redecoration by the Owner, and any walls which the Owner has used for the exclusive use right in 30.1(a) and (b) must be returned to the same standard as prior to any wall opening being made."

30.2 Conditions

- (a) Prior to exercising an exclusive use right conferred under By-law 30.1(a) ("Exclusive right to make openings in internal wall and to use lobby area") the Owner must, if required, obtain the approval of:
 - (i) the Owners Corporation under By-law 19 (which must not be unreasonably withheld) ("Building Works & Alterations"); and
 - (ii) the Council or any other Government Agency including, without limitation, Sydney Harbour Foreshore Authority.
- (b) The Owner must give to the Owners Corporation at least ten Business Days notice before carrying out any works pursuant to By-law 30.1 ("Exclusive right to make openings in internal wall and to use lobby area"). This applies whether or not the approval of the Owners Corporation is required.
- (c) The notice under By-law 30.2(b) must describe the proposed work in sufficient detail for the Owners Corporation to ascertain:
 - (i) the estimated time period for the carrying out of the proposed works;
 - (ii) the nature and extent of the proposed works; and
 - (iii) whether any Common Property will be adversely affected.

- (d) The Owners Corporation may impose a condition of approval to the carrying out of proposed works associated with exclusive use By-law 30.1 (a) ("Exclusive right to make openings in internal wall and to use lobby area"), that any one of the following be provided by the Owner:
 - (i) a certificate from a structural engineer that the proposed work will not have any adverse effect on Common Property or any Lot; and
 - (ii) evidence that appropriate insurances are in place in respect of the carrying out of the proposed works.
- (e) The Owner must permit the Owners Corporation to enter onto the area referred to in By-law 30.1(b) ("Exclusive right to make openings in internal wall and to use lobby area");
 - (i) subject to the Owners Corporation using reasonable endeavours to cause as little inconvenience as possible to the Owner or Occupier of the Lots, for the purposes of the Owners Corporation carrying out work and services reasonably required to discharge or give effect to the Owners Corporation's obligations under the By-laws and in the general maintenance and management of the Building; and
 - (ii) during emergencies.

30.3 Carrying out of works

In carrying out the proposed works required to enjoy the exclusive use rights referred to in By-law 31.1 ("Exclusive right to make openings in internal wall and to use lobby area"), the Owner must:

- (a) ensure no damage occurs to services or pipes within the Building;
- (b) ensure that the works are carried out by suitably qualified or licensed persons to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
- (c) take all reasonable precautions to ensure that no damage is caused to the Common Property;
- (d) repair any damage caused to the Common Property as a result of the works; and
- (e) carry out the works promptly.

30.4 Consolidation

Subject to the two Lots being owned by the same Owner, if the Owner wishes to consolidate Lot 102 and Lot 103, the Owners Corporation must not unreasonably withhold its consent to the consolidation.

30.5 Maintenance

The owner who exercises the exclusive right conferred under By-law 30.1 ("Exclusive right to make openings in internal wall and to use lobby area") is responsible for the maintenance of and keeping that part of the openings made in the non structural Common Property wall and to use lobby area between the 2 Lots in a state of good and serviceable repair.

30.6 Further Conditions

The provisions of by-law 25 ("Exclusive Use By-Laws") and in particular by laws 25.5, 25.6, 25.7 and 25.8 apply to this by law.

30.7 Lift Area and Intercom for Lots 102 and 103 (Passed 15 September 2010)

- (a) Pursuant to By-law 30.1 the owner or owners for the time being of Lots 102 and 103 ("Owner"), only for so long as such lots are in common ownership, have been granted the exclusive right to the area of common property outside the lift between those lots.
- (b) The Owners Corporation also agrees, to the extent practicable, to:
 - (i) re-programme the intercoms to the Lots 102 and 103 ("Lots") so that they operate in the manner requested in writing by the Owner; and
 - (ii) to reprogramme the lift servicing the Lots ("Lift"), so that (except in case of emergency) access to the entrances to the Lots is limited to holders of security passes issued to the Owner,

provided that if the Lots cease to be in common ownership, the Owners Corporation will reinstate the intercom and the Lift functionality to the same state as existed prior to undertaking the works specified in (i) and (ii) above ("Works") or in such other manner as the Owners Corporation considers appropriate.

- (c) The Owner shall be responsible to reimburse the Owners Corporation for all expenses incurred directly or indirectly as a result of the Works and this by-law (including expenses associated with the passing and registration of the by-law) and the Owners Corporation may require the pre-payment of a reasonable bond in respect of such expenses (Including for the future reinstatement of the intercom and Lift).
- (d) The Owner shall also be responsible to reimburse and indemnify the Owners Corporation for the costs (or additional costs) of any repairs to the intercom or the Lift to the extent that such costs arise from or are connected with the Works, provided that, in the event that any such repairs arise from the default or negligence of any of the contractors carrying out the Works, the Owners Corporation:
 - (i) first requests the relevant contractor to effect the repairs, free of any charges and,
 - (ii) if the contractor refuses or neglects so to do, authorises the Owner to claim the cost of any such repairs in the name of the Owners Corporation, upon the Owner agreeing to indemnify the Owners Corporation in respect of all costs arising from any such claim.

30A Special Privilege - Lots 102 and 103 (Passed 21 August 2008)

The Owner of Lots 102 and 103 has, if those two Lots are both owned by that one Owner, a special privilege to programme the lift (numbered 9.6) ("Lift") to ensure that no person without invitation of the Owner of Lots 102 and 103 has access to the lobby area of Lots 102 and 103 via the Lift except in the case of an emergency."

31 Exclusive Use Rights - Lot 106

31.1 Exclusive right for seating area

- (a) The Owner of Lot 106 has the exclusive use and enjoyment of the Exclusive Use Seating Area for the sole purpose of outdoor seating for a café (**Permitted Purpose**) provided that Lot 106 is used primarily as a café.
- (b) The Owner of Lot 106:
 - (i) may place furniture or other items in the Exclusive Use Seating Area, such as umbrellas, waiter stations, gas heaters, and the like; and
 - (ii) may only place furniture or other items in the Exclusive Use Seating Area that comply with the requirements of the *Outdoor Café Policy 1996* and any guidelines or standards for outdoor furniture set by the Owners Corporation; and
 - (iii) must maintain all outdoor furniture in a physically sound and aesthetically pleasing condition; and
 - (iv) ensure that any chairs used are able to be stacked or folded and are stored internally when not in use; and
 - (v) must not affix any furniture or structure to the boardwalk; and
 - (vi) must remove such furniture and other items referred to in by-law 31.1(b)(i) from the Exclusive Use Seating Area and store them in that Owner's Lot as soon as practicable after the close of business each day; and
 - (vii) must ensure that use of the café and Exclusive Use Seating Area does not give rise to a nuisance or offensive noise; and
 - (viii) must not place any signs, goods for sale or advertisement displays in or around the Exclusive Use Seating Area;
 - (ix) must not place pot plants or planter boxes, affix or install permanent screens or barriers, or other like items around the perimeter of the Exclusive Use Seating Area, but can fence off the perimeter with temporary lightweight reasonable screens or chain and chain posts or similar removable barriers if required to enable Lot 106 to benefit from the Permitted Purpose; and
 - (x) must not allow persons or devices which have the effect of spruiking in the café or in and around the Exclusive Use Seating Area; and
 - (xi) must ensure that all patrons of the café have vacated the Outdoor Seating Area no later than 11.00pm;

provided that if any of the obligations imposed under this paragraph (b) are altered or removed by a variation of the development consent applying to Lot 106 or a new development consent applying to Lot 106, then the Owner of Lot 106 is released from these obligations as applicable.

- (c) The Owners Corporation may enter any part of Exclusive Use Seating Area at a reasonable time on notice given to the Owner of Lot 106 for the purpose of inspecting the area.

- (d) If at any time the use of Lot 106 by the Owner changes such that the use ceases to be primarily as a café, the Owner will not be entitled to exercise rights over the Exclusive Use Seating Area allocated to the Lot for the period that the use of the Lot is not primarily as a café.

31.2 Maintenance and cleaning

- (a) The Owner of Lot 106 is responsible for the cost of maintaining, repairing and replacing the supplementary shade structure which shades the Exclusive Use Seating Area.
- (b) The Owner of Lot 106 is responsible for the cost of keeping the Exclusive Use Seating Area in a clean and tidy condition.

31.3 Conditions

The provisions of by law 25 ("Exclusive Use By Laws") and in particular by laws 25.5, 25.6, 25.7 and 25.8 apply to this by law.

32 Air Conditioning

32.1 Air conditioning system

Owners and Occupiers have the exclusive use and enjoyment of the components of the water cooled packaged air conditioning system (including filter) within the plan area of that Owner or Occupier's Lot or ceiling space above that Owner or Occupier's Lot.

32.2 Maintenance of air conditioning system

Owners are responsible for the repair and maintenance of the components referred to in By-law 32.1 ("Air conditioning system").

32.3 Seawater plant and heat exchanger

The Residential Owners and the Commercial/Retail Owners have exclusive use of the seawater plant and heat exchanger located in the basement of the Building on Common Property.

32.4 Not used

32.5 Damage

Damage to the Common Property adjacent to the Air Conditioning Components caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

32.6 Indemnity

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

33 Residential Lobby Areas

33.1 Use

Authorised Users have the special privilege to use and enjoy the Residential Lobby Areas.

33.2 Commercial/Retail Users

Permitted Persons of the Commercial/Retail Lots can not access or use the Residential Lobby Areas.

33.3 Maintenance

The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Residential Lobby Areas in a state of good and serviceable repair.

33.4 Not used

33.5 Third party agreements

The Owners Corporation may make agreements with third parties about performing its obligations under this By-law.

34 Provision of Amenities or Services

34.1 Entering into arrangements

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:

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

34.2 Conditions

If the Owners Corporation makes a determination referred to in this By-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, and the conditions on which, it will provide the amenity or service.

34.3 Providers to be qualified

The Owners Corporation must use reasonable endeavours to ensure that any arrangement entered into is with a suitably qualified or licensed person.

35 On Site Manager

35.1 Types of agreements

The Owners Corporation may determine to enter into an agreement with a suitably qualified or licensed person under which that person may be responsible to:

- (a) monitor and provide a security presence;
- (b) provide access and assistance to visitors and staff of any Owner or Occupier;
- (c) provide a central point of collection and distribution of deliveries such as:
 - (i) mail;
 - (ii) dry cleaning;
 - (iii) food;
 - (iv) couriers; and
 - (v) general deliveries;
- (d) assist in the general building duties such as cleaning and maintenance of the Common Property;
- (e) coordinate and manage collection of garbage and recyclable materials; and
- (f) carry out any other duties that the Owners Corporation may decide are appropriate.

35.2 Terms of agreements

An agreement of the kind referred to in this By-law:

- (a) may be for a term of any duration considered by the Owners Corporation to be reasonable and permissible under the Act;
- (b) will be on market terms; and
- (c) may include a provision granting the person possession over part of the Common Property and any personal property vested in the Owners Corporation to enable the person to perform his or her duties.

35.3 Full or part time

The agreement may require the provision of an on-site manager on a full time or part time basis as determined by the Owners Corporation.

36 Public Access Areas

36.1 Use

Parts of the Public Access Areas are subject to the Easements over the Common Property registered with the Strata Plan and are available for 24 hour use by:

- (a) the Owners Corporation;

- (b) Owners and Occupiers; and
- (c) members of the public,

36.2 Owners Corporation obligations

The Owners Corporation must comply with the Easements registered over the Common Property with the Strata Plan.

37 Maintenance Program

37.1 Maintenance Program

The Owners Corporation must:

- (a) implement and enforce the Maintenance Program; and
- (b) comply on time and at its cost with the Maintenance Program.

37.2 Levying of contributions

The Owners Corporation must budget and levy sufficient contributions on Owners of the Lots to comply with By law 37.1 ("Maintenance Program").

38 Protecting the environment

The Owners Corporation must, at its cost, ensure that the use and occupation of the Strata Scheme complies with all Environmental Laws.

Schedule 1 Maintenance Program

This Schedule sets out the Maintenance Program in respect of this Lot pursuant to By-law 36 of these By-laws.

1. Definitions used in this Schedule

In this Schedule:

Business Day means a day other than a Saturday, Sunday or public holiday.

Commencement Date means the date of the registration of the Strata Plan.

Maintenance Plan means a plan prepared by a Qualified Person setting out the maintenance and/or remedial work required to be earned out in respect of the Marine Structures during the period until the next Review Date to assist the Owners Corporation to satisfy its maintenance, repair, yielding up and general obligations under these By-laws in relation to the Marine Structures. A Maintenance Plan may be a variation to or an update of the immediately prior Maintenance Plan.

Marine Structures means all boardwalk piles, substructures, seawalls and associated elements of the Parcel including embankments, tie backs, deadmen, pontoons, mooring points, boardwalk headstocks, boardwalk suspended decking and support structures and fendering.

Qualified Person means, in relation to a Maintenance Plan, a practicing structural engineer who is independent of the Landlord and the Owners Corporation with not less than five years experience in the design and construction of marine structures.

Review Date means:

- (a) five years after the date of a Maintenance Plan; or
- (b) if a Maintenance Plan specifies an earlier date as the next Review Date, that earlier date.

Structural Certificate means a certificate issued by a Qualified Person certifying the structural sufficiency of the Marine Structures which certificate may be subject to the completion of any works specified in that certificate.

2. The Maintenance Plan

- (1) The Owners Corporation must, at its own expense:
 - (a) within 12 months after the Commencement Date; and
 - (b) on or before each Review Date,cause a Maintenance Plan to be prepared.
- (2) The Owners Corporation must ensure that, in preparing each Maintenance Plan, the Qualified Person examines the physical condition of all Marine Structures.
- (3) The Maintenance Plan:
 - (a) must set out an effective maintenance and remedial work regime to assist the Owners Corporation to satisfy its maintenance, repair, yielding up and general obligations under these By-laws in relation to the Marine Structures;
 - (b) may set out maintenance and/or remedial work to be carried out in respect of the Marine Structures before the next Review Date and the date by which the relevant work should be carried out;
 - (c) may set out a date earlier than five years after its date as the next Review Date; and
 - (d) other than in relation to the first Maintenance Plan, must advise whether there has been any substantial non-compliance with the immediately prior Maintenance Plan.

3. Owners Corporation to Comply with Maintenance Plan

The Owners Corporation must, at its own expense, and at all times, perform and comply with the Maintenance Plan including by carrying out any maintenance and/or remedial work specified to be carried out in respect of the Marine Structures before the next Review Date.

4. Requirement for a Structural Certificate

The Owners Corporation must, at its own expense, and within 2 months after the date of each Maintenance Plan cause a Structural Certificate to be issued

5. Requirement to Keep Records

The Owners Corporation must ensure that all documents required pursuant to this Schedule, including each Maintenance Plan and each Structural Certificate, are kept and maintained at all times and are:

- (1) upon any written request being made by the Landlord, provided to the Landlord for inspection and review within 20 Business Days of the request; and
- (2) provided to the Landlord upon the expiration or earlier determination of these By-laws.

6. Landlord can Inspect

- (1) The Landlord can, at its own expense, and at any reasonable time, carry out its own inspection and review of the Lot and Maintenance Plan for the purpose of evaluating the Owners Corporation's compliance with the Maintenance Plan.
- (2) The Owners Corporation must provide the Landlord with access to the Lot on reasonable notice and at reasonable times for the purpose of subclause 6(1).

7. Consequences of Non-compliance with Maintenance Plan

- (1) The Owners Corporation acknowledges that if the Owners Corporation fails to comply with any requirement of a Maintenance Plan, the Landlord may take whatever action it deems appropriate to ensure compliance, including the issue of a notice to repair or rectify the breach within a reasonable period determined by the Landlord to be appropriate in the circumstances.
- (2) If the Owners Corporation fails to comply with the notice under subclause 7(1), the Landlord may arrange for the compliance with the relevant requirement of the Maintenance Plan at the Owners Corporation's cost.

8. No Liability by Landlord for Maintenance Plan

The Owners Corporation acknowledges that the Landlord accepts no responsibility or liability for the Maintenance Plan, and makes no representation as to the adequacy of a Maintenance Plan to enable the Owners Corporation to satisfy its obligations under these By-laws.

39 Exclusive Use Rights - Lots 12 and 13 (Passed 21 August 2008)

39.1 Exclusive right to make openings in internal wall and to use lobby area

The Owner of Lots 12 and 13 has, if those two Lots are both owned by that one Owner, the exclusive use and enjoyment of:

- (a) any non structural Common Property walls between those two Lots but only for the purpose of making openings in those non structural Common Property walls; and
- (b) the Common Property lobby area between those two Lots and may decorate and redecorate that Common Property lobby area at any time;

provided that; if and when that Owner ceased to be the Owner of those Lots, the Common Property lobby area must be returned to a standard and condition similar to or the same as the condition of the Common Property lobby area prior to any redecoration

by the Owner, and any walls which the Owner has used for the exclusive use right in 39.1(a) must be returned to the same standard as prior to any wall opening being made.

39.2 Conditions

- (a) Prior to exercising an exclusive right conferred under By Law 39.1 ("Exclusive right to make openings in internal wall and to use lobby area") the Owner must, if required, obtain approval of:
 - (i) the Owners Corporation under By Law 19 (which must not be unreasonably withheld) ("Building Works & Alterations"); and
 - (ii) the Council or any other Government Agency including, without limitation, Sydney Harbour Foreshore Authority.
- (b) The Owner must give to the Owners Corporation at least 10 Business Days notice before carrying out any works pursuant to By Law 39.1 ("Exclusive right to make openings in internal wall and to use lobby area"). This applies whether or not the approval of the Owners Corporation is required.
- (c) The notice under By Law 39.2(b) must describe the proposed work in sufficient detail for the Owners Corporation to ascertain:
 - (i) the estimated time period for the carrying out of the proposed works;
 - (ii) the nature and extent of the proposed works; and
 - (iii) whether any Common Property will be adversely affected.
- (d) The Owners Corporation may impose a condition of approval to the carrying out of proposed works associated with exclusive use By-Law 39.1 ("Exclusive right to make openings in internal wall and to use lobby area") that any one of the following be provided by the Owner:
 - (i) a certificate from a structural engineer that the proposed work will not have any adverse effect on Common Property or any Lot; and
 - (ii) evidence that appropriate insurances are in place in respect of the carrying out of the proposed works.
- (e) The Owner must permit the Owners Corporation to enter into the area referred to in By-Law 39.1(b) ("Exclusive right to make opening in internal wall and to use lobby area");
 - (i) subject to the Owners Corporation using reasonable endeavours to cause as little inconvenience as possible to the Owner or Occupier of the Lots, for the purposes of the Owners Corporation carrying out work and services reasonably required to discharge or give effect to the Owners Corporation's obligations under the By-Laws and in the general maintenance and management of the Building; and
 - (ii) during emergencies.

39.3 Carrying Out of Works

In carrying out the proposed works required to enjoy the exclusive use rights referred to in By-Law 39.1 ("Exclusive right to make openings in internal wall and to use lobby area"), the Owner must:

- (a) ensure no damage occurs to services or pipes within the Building;
- (b) ensure that the works are carried out by suitably qualified or licensed persons to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
- (c) take all reasonable precautions to ensure that no damage is caused to the Common Property;
- (d) repair any damage caused to the Common Property as a result of the works;
- (e) carry out the works promptly.

39.4 Consolidation

Subject to the two Lots owned by the same Owner, if the Owner wishes to consolidate Lots 12 and 13, the Owners Corporation must not unreasonably withhold its consent to the consolidation.

39.5 Maintenance

The owner who exercises the exclusive use right conferred under By Law 39.1 ("Exclusive right to make openings in internal wall and to use lobby area") is responsible for the maintenance of and keeping that part of the openings made in the non structural Common Property wall and to use lobby area between the 2 Lots in a state of good and serviceable repair.

39.6 Further Conditions

The provisions of by-law 25 ("Exclusive Use By-Laws") and in particular by-laws 25.5, 25.6, 25.7, and 25.8 apply to this by-law.

Special By-Law No. 1 - Canopy over entrance (Lot 46) (Passed 28 November 2012)

1. Introduction

- 1.1 This by-law authorises Works to be conducted on Common Property by the Owner.
- 1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2 Definitions & Interpretation

2.1 In this by-law:

"Building" means the building to which the Works are attached.

"Common Property" means the common property for the Strata Scheme.

"Development Act" means the Strata Schemes (*Freehold Development*) Act 1973.

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

"Lot" means lot 46 within the Strata Scheme.

"Management Act" means the *Strata Schemes Management Act 1996*.

"Occupier" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"Owner" means the owner of the lot and that owner's successors in title.

"Owners Corporation" means the owners corporation for the Strata Scheme.

"Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"Strata Plan" means the strata plan for the Strata Scheme.

"Strata Scheme" means the Strata Scheme in respect of which this by-law applies.

"Works" means the installation of a canopy over the entrance to the Lot, in accordance with the plans attached to this by-law.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation, that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3 Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 For the purpose of improving or enhancing the Common Property the Owner may conduct the Works on the Common Property.

3.2 The Grant of Exclusive Use and Special Privilege

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property and a special privilege to allow the Works to remain in their position, on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works;

4.1.1.2 if development approval or complying development approval is required in relation to the Works, obtain and provide to the Owners Corporation a copy of any certificates issued under the *Environmental Planning and Assessment Act 1979* which are required to permit the Works to commence, such as a construction certificate,

4.1.1.3 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy, and

4.1.1.4 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered .

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 **Standard of Workmanship**

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

4.2.1.2 Time for Completion of Works

make sure the Works are carried out with due diligence and are completed as soon as practicable from the date of commencement,

4.2.1.3 Appearance of the Works

ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Strata Scheme,

4.2.1.4 Quality of the Works

make certain the Works are in accordance with any specification,

4.2.1.5 Variation to Works

not vary the Works without obtaining the prior written approval of the Owners Corporation,

4.2.1.6 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.7 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

4.2.1.8 Costs of Works

pay all costs associated with the Works,

4.2.1.9 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.10 Right of Access

Give the Owners Corporation's nominated representative{s} access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 if consent was required to the Works, obtain and give the Owners Corporation a copy of all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the Works and the occupation of the Lot (where required), for example, any necessary compliance certificate or occupation certificate,

- 4.3.1.3 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and
- 4.3.1.4 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

The Owner must:

- 4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,
- 4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and
- 4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

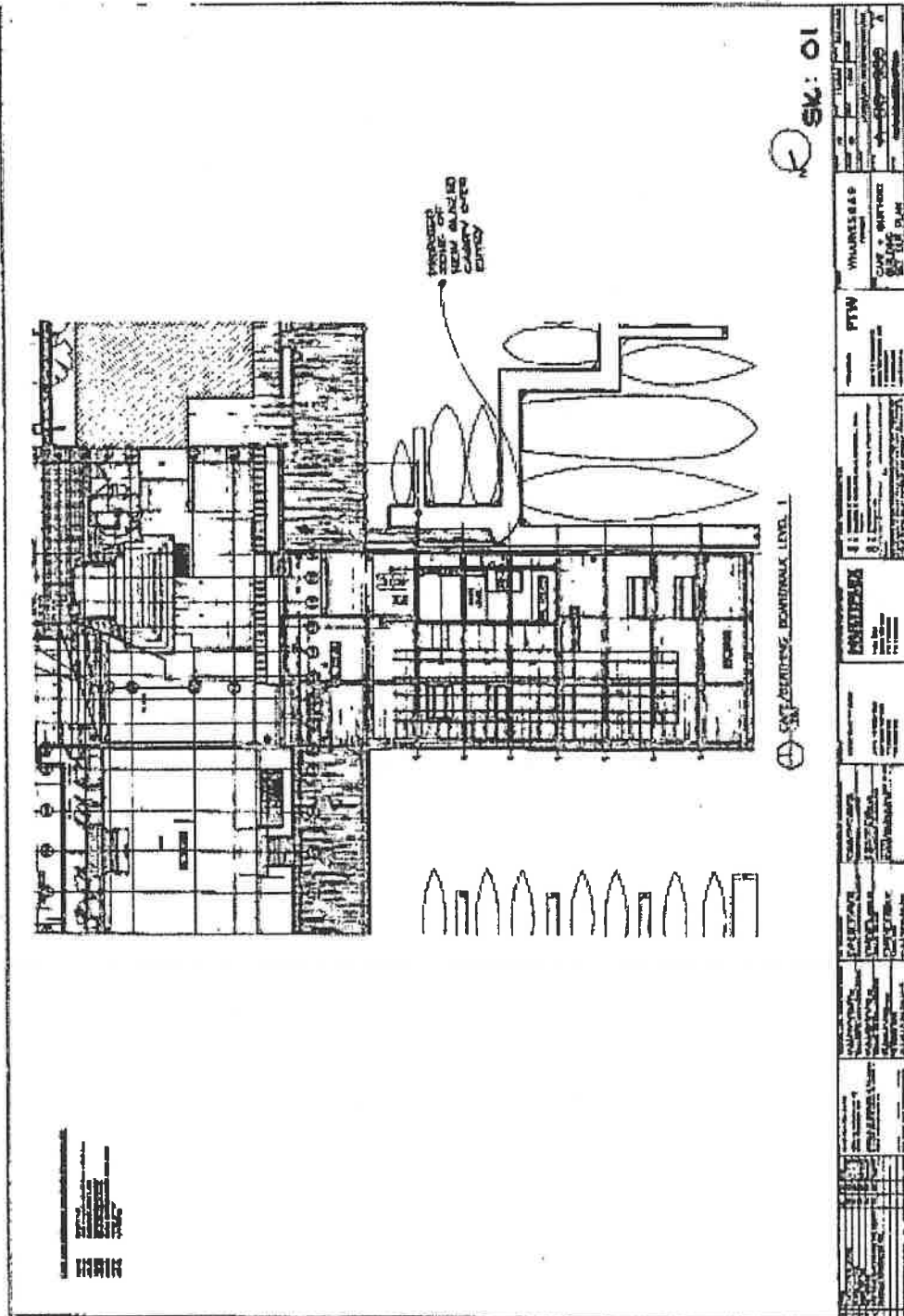
The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

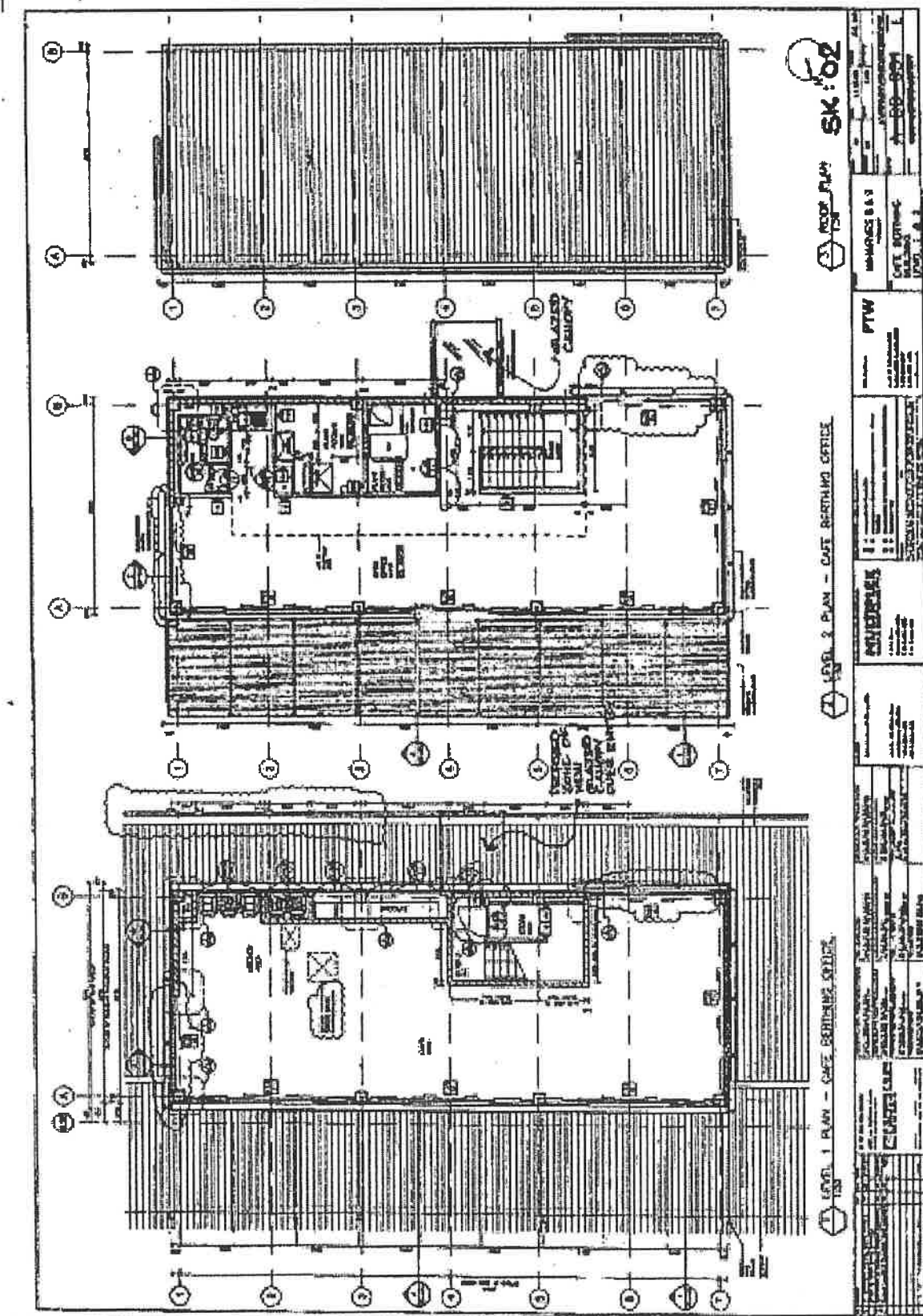
4.6 Access

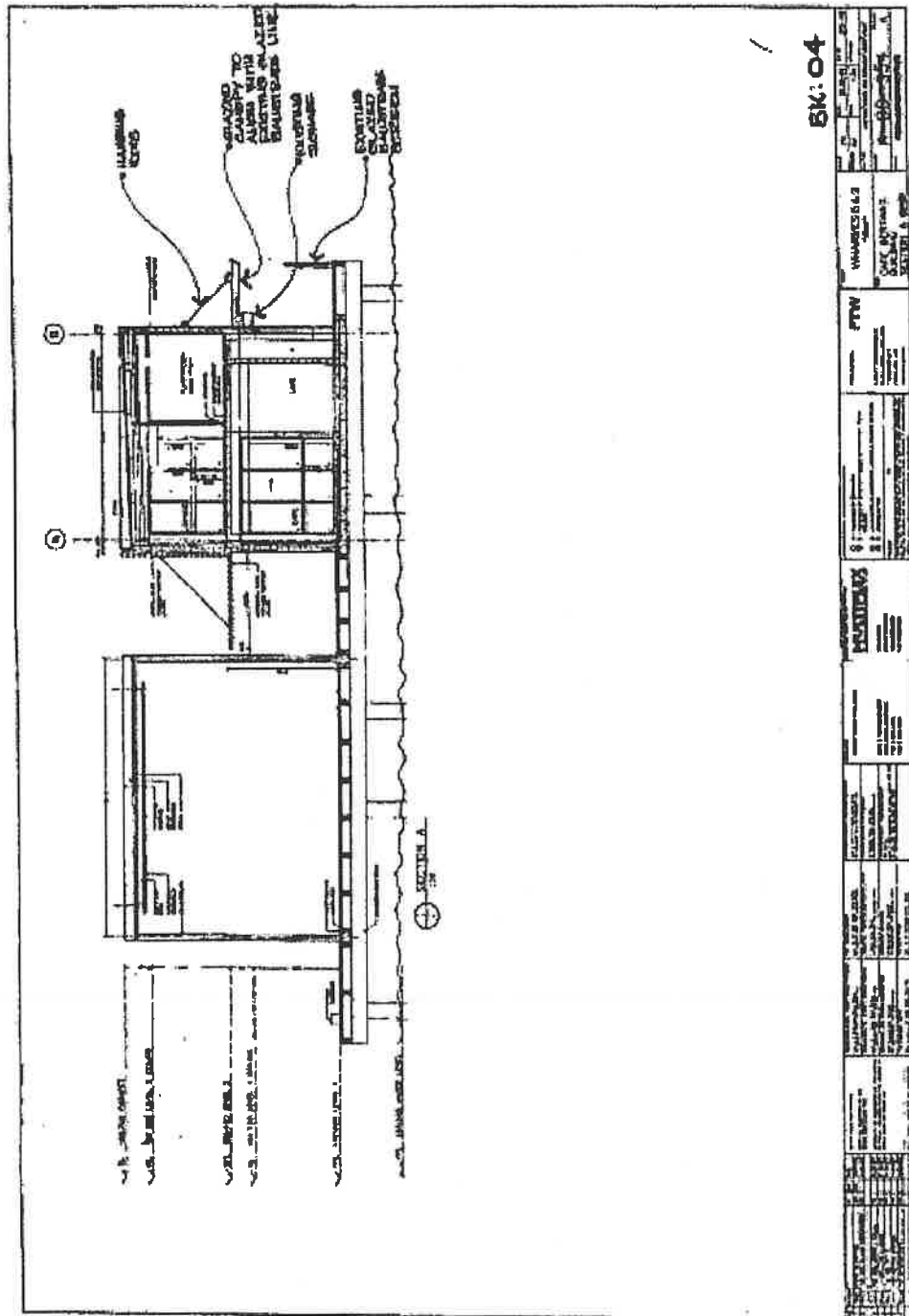
The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

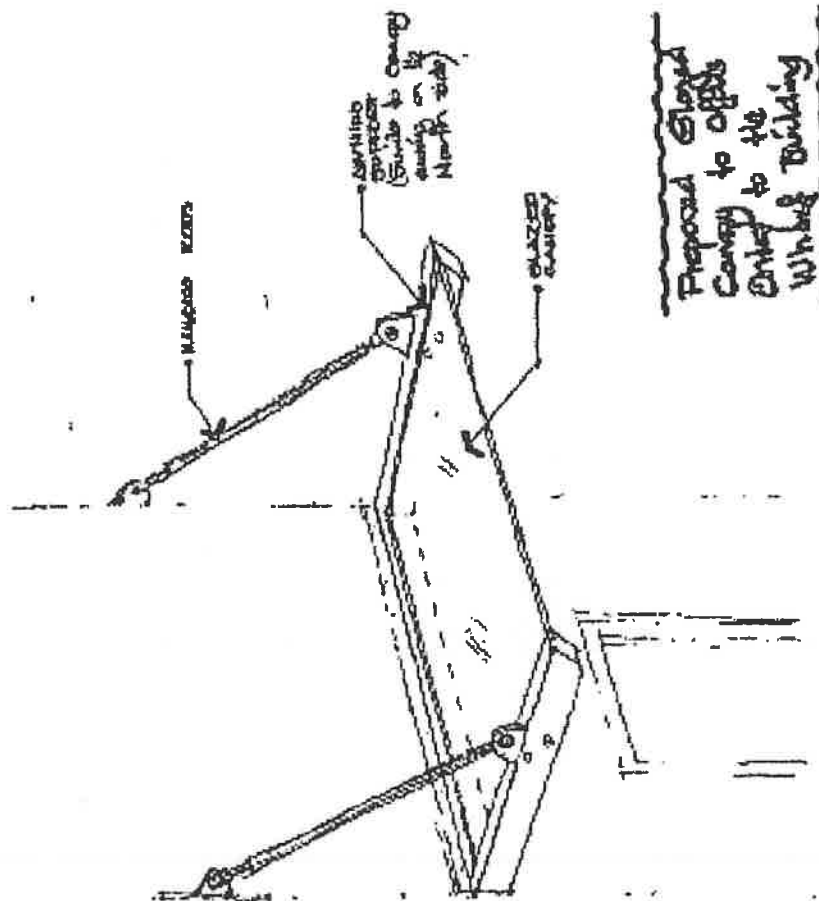
5 Breach of this By-Law

- 5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
 - 5.1.1 rectify any such breach,
 - 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
 - 5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.



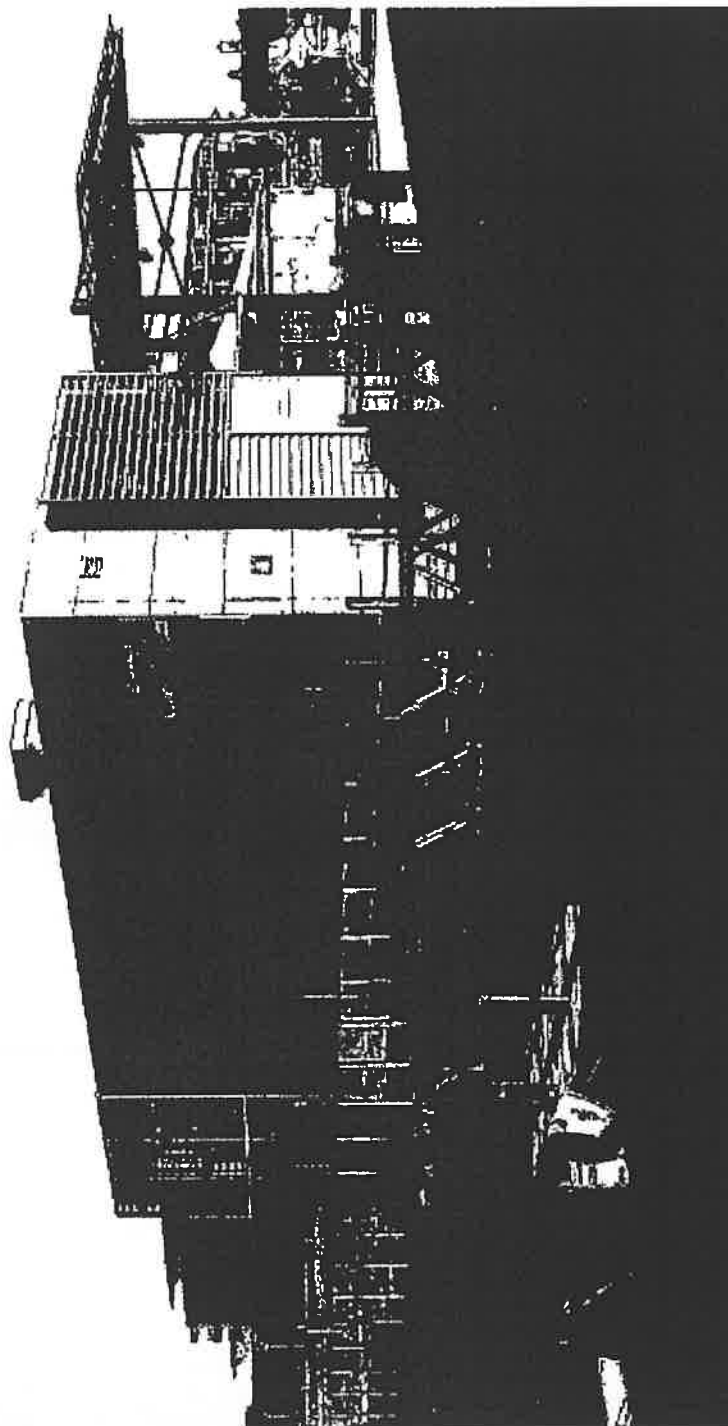




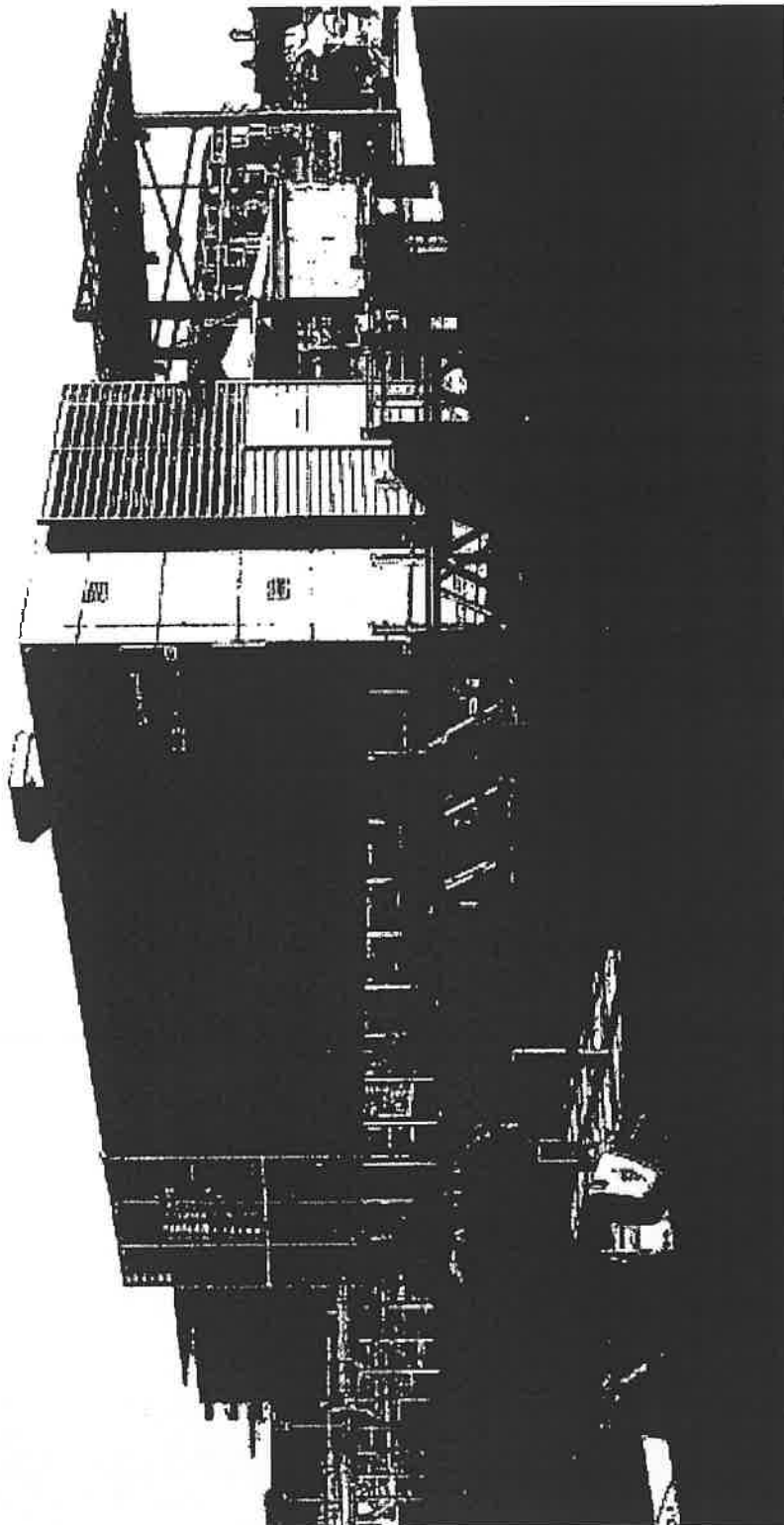


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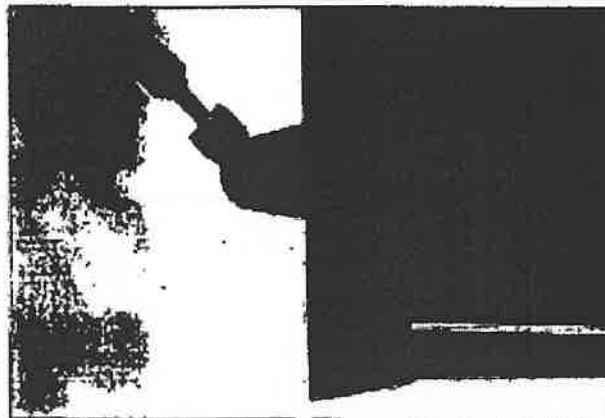
EXISTING:
NO CANOPY



PROPOSED: CANOPY
TO OFFICE ENTRY



PROPOSED: CANOPY
DETAILING TO MATCH
EXISTING CAFE
CANOPY
• Fivby Brackets
• Hanging Rod.



Special By-Law 2 (Passed 18 September 2013)

A by-law to make provision for the conduct of certain works by the owner(s) of the Lot and to provide for exclusive use and special privilege in respect of certain common property in that regard.

1. Grant of Rights

1.1 Works

Subject to the Conditions the Owner may carry out the Works.

1.2 Exclusive use

Subject to the Conditions the Owner has exclusive use of the Exclusive Use Area.

1.3 Functions of the owners corporation

Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this By-Law.

1.4 Consent

On written demand of the Owner, the Owners Corporation must provide its consent as may be required by any Authority in connection with the Works, such as without limitation in connection with an Approval.

2 Conditions

2.1 Approvals and certifications

The Owner must:

- (a) obtain all necessary Approvals and ensure that all necessary Approvals are obtained in relation to the conduct of the Works and the use of the Exclusive Use Area;
- (b) provide a copy of any such Approvals to the Owners Corporation;
- (c) in the event that such an Approval is required by law (or the under the terms of an Approval) to be obtained before the conduct of any part of the Works, supply a copy of that Approval to the Owners Corporation before the conduct of that part of the Works; and
- (d) provide a copy to the Owners Corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Plans and specifications

The Owner must provide a copy of any plans and specifications relating to the Works (other than any plans and specifications provided in this By-Law) to the Owners Corporation (and where those plans and specifications relate to any element of the Works that is proposed to be undertaken, those plans and

specifications must be provided to the Owners Corporation before that element of the Works is undertaken).

2.3 Access

The Owner must provide the Owners Corporation with access to the Lot and the Exclusive Use Area in connection with the Works (or if the Owner is not also the occupier of the Lot, the Owner must do all things within their power to procure such access) as follows:

- (a) during a period where the Works are being carried out, within 24 hours of a request by the Owners Corporation (howsoever made); or
- (b) in any event within 7 days following any request by the Owners Corporation made in writing (or such shorter period as may be reasonable in the circumstances).

2.4 Not Used

Not used.

2.5 Insurance

The Owner must effect and maintain the Insurance (or ensure the same is effected and maintained).

2.6 Costs

The Owner must:

- (a) before the Works are undertaken, pay the Owners Corporation's reasonable costs in connection with the making and preparation of this By-Law (including registration costs, legal costs and strata management costs);
- (b) bear the costs of undertaking the Works and any Rectification Works or Reinstatement Works; and
- (c) bear the costs of meeting the Owner's obligations under clause 2.8 of this By-Law.

2.7 General conditions in relation to the Works

The Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval and the provisions of the Scope of Works;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) not used;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;

- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the Property and a minimum of damage to the Property;
- (h) in any event, not occasion the occupation or use of open space areas of Common Property except as otherwise specifically approved in writing by the Owners Corporation;
- (i) except as otherwise approved by the Owners Corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) to the extent the Works are connected to any electrical, gas, water or other services, be connected only to such services that are separately metered to the Lot;
- (k) not cause damage to or affect the structure or support of the Property or any part of the Property otherwise than authorised under this By-Law; and
- (l) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the Property by other owners or occupiers of lots.

2.8 Cleanliness, protection and rectification

The Owner must:

- (a) ensure the Property is adequately protected from damage that may be caused by the Works;
- (b) ensure any part of the Property affected by the Works is kept clean and tidy and is left clean and tidy on completion of the Works; and
- (c) put effect to and complete the Rectification Works subject to and in accordance with the Conditions as if those Rectification Works were also Works the subject of this By-law.

2.9 Ongoing maintenance

The Owner:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
- (b) must put effect to the Maintenance Works subject to and in accordance with the Conditions as if those Maintenance Works were also Works the subject of this By-Law;
- (c) must ensure that the Works and the Exclusive Use Area are used in accordance with and continue to comply with the requirements of this By-Law including any applicable law or Approval; and
- (d) must on the reasonable request of the Owners Corporation put effect to and complete the Relocation Works to allow the Owners Corporation to effect maintenance or repairs to the Common Property and do so subject to and in

accordance with the Conditions as if those Relocation Works were also Works the subject of this By-Law.

2.10 Alteration of building affecting lot boundary

The Owner must comply with any obligation it may have under section 14 of the *Strata Schemes (Freehold Development) Act 1973*.

2.11 Indemnity

The Owner will indemnify the Owners Corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Owners Corporation in connection with the Works or their use (or the use of the Exclusive Use Area), except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligence of the Owners Corporation.

2.12 Default

If the Owner fails to comply with any obligation under this By-Law the Owners Corporation may carry out that obligation and recover the cost of so doing from the Owner.

2.13 Time

Where no time is specified for compliance with an obligation of the Owner under this By-Law, the Owner must comply with that obligation in a reasonable time.

2.14 Ownership of the works

The Works remain the property of the Owner.

3 Works

3.1 Definition of Works

"Works" means building works and related products and services to be done and supplied in relation to the Lot and related Common Property as set out in the Scope of Works.

3.2 Definition of Rectification Works

"Rectification Works" means the building works and related products and services required to be done and supplied in connection with the rectification or reinstatement of any damage to the Property caused by the Works and any previous Rectification Works (except damage authorised by this By-Law).

3.3 Definition of Relocation Works

"Relocation Works" means the building works and related products and services required to be done and supplied in connection with the removal, relocation and reinstatement of the Works to allow the Owners Corporation to effect maintenance or repairs to the Common Property.

3.4 Definition of Maintenance Works

"Maintenance Works" means the building works and related products and services required to be done and supplied in connection with the keeping of the Works (and any previous Maintenance Works or Rectification Works) in a state of good and serviceable repair and the renewal and replacement of any fixtures or fittings comprised in those works.

3.5 Reference to works includes certain other matters

In this clause 3 a reference to building works and related products and services includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those works and related products and services being done and supplied.

4 Definitions and Interpretation

4.1 Interpretation

In this By-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) all references to dollars, \$, cost, value and price are to Australian currency;
- (d) a reference to the Owner includes a reference to their executors, administrators, successors or permitted assigns;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (h) a term defined in the *Strata Schemes Management Act 1996* or *Strata Schemes (Freehold Development) Act 1973* will have the same meaning.

4.2 Conflict

- (a) To the extent that any term of this By-Law is inconsistent with the *Strata Schemes Management Act 1996* or any other Act or law it is to be severed and this By-Law will be read and be enforceable as if so consistent.
- (b) To the extent that this By-Law is inconsistent with any other by-law of the Strata Scheme the provisions of this By-Law prevail to the extent of that inconsistency.

4.3 Application of the *Civil Liability Act 2002*

- (a) The Owner acknowledges and agrees that:
 - (i) this By-Law makes express provision for their rights, obligations and liabilities under this By-Law with respect to all matters to which the *Civil Liability Act 2002* applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision of this By-Law that is prevented by Part 2 of the *Civil Liability Act 2002* is severed to the extent so prevented.

4.4 Definitions

In this By-Law, unless the context otherwise requires:

Approval means, in connection with the Work or the Property:

- (a) a consent, approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the *Environmental Planning and Assessment Act 1979*;
- (c) a "Part 4A certificate" within the meaning of section 109C of the *Environmental Planning and Assessment Act 1979*;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A of Part 6 of the *Environmental Planning and Assessment Act 1979*; and
- (f) an order made under Part 2 of Chapter 7 of the *Local Government Act 1993*;

Authority means, in connection with the Work or the Property:

- (a) if the Strata Scheme is a leasehold strata scheme, the owner of the Property;
- (b) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (c) a consent authority or principal certifying authority within the meaning of the *Environmental Planning and Assessment Act 1979*;
- (d) the council having the relevant regulatory functions under Chapter 7 of the *Local Government Act 1993*; and
- (e) an authorised fire officer within the meaning of section 121ZC of the *Environmental Planning and Assessment Act 1979*;

Common Property means the common property in the Strata Plan;

Conditions means the provisions of clause 2;

Exclusive Use Area means:

- (a) the exclusive use area the subject of By-law 31 of the Strata Scheme;
- (b) those parts of the Common Property which are occupied by the Works (once complete); and
- (c) any part of the Common Property that is, as a result of the Works effecting an alteration to the effective physical boundaries of the premises the subject of the Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any Common Property the ongoing maintenance of which is to be the responsibility of the Owner in accordance with the Resolution;

Insurance means:

- (a) any insurance required by law in connection with the Works and the use of the Exclusive Use Area; and
- (b) contractors all-risk insurance (including public liability insurance) in respect of the conduct of the Works to a limit of not less than \$20,000,000 per event naming the Owners Corporation as a beneficiary (and containing a cross-liability and waiver of subrogation clause preventing an action against the Owners Corporation for recovery of any amounts paid by the insurer under the insurance).

Lot means lot 106;

Maintenance Works has the meaning given to it in clause 3;

Owner means:

- (a) the owner of a Lot, but only in relation to the Lot owned by that Owner;
- (b) where there is more than one owner of that Lot, means those owners jointly and severally, but only in relation to that Lot; and
- (c) where there is more than one Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Lot severally;

Owners Corporation means the Owners Corporation created on registration of the Strata Plan;

Property means the land and buildings the subject of the Strata Plan;

Rectification Works has the meaning given to it in clause 3;

Reinstatement Works has the meaning given to it in clause 3;

Relocation Works has the meaning given to it in clause 3;

Resolution means the special resolution of the Owners Corporation to authorise the Owner to take such action the subject of section 65A(1) of the *Strata Schemes Management Act 1996* as required to carry out works subject to and in accordance with this By-law, the ongoing maintenance of which is to be the responsibility of the Owner;

Scope of Works means the Scope of Works annexed to this By-Law;

Strata Scheme means the strata scheme relating to the Strata Plan;

Strata Plan means strata plan number 80052; and

Works has the meaning given to it in clause 3.

Special By-Law 2 – Scope of Works

This annexure sets out the Scope of Works as defined in this By-Law.

Works

Works generally in accordance with the annexed Specification.

General

All works to comply with the Building Code of Australia and relevant Australian Standards.

Drawing Schedule, Abbreviations, Site Plan, Floor Plan
DA/01

ABBREVIATIONS

affi	above finished floor level
al	aluminium
c.o.s	check on site
edq	existing
m	finished floor level
fg	fixed glass
NTS	not to scale
rl	relative floor
S/S	square hollow section





Western elevation

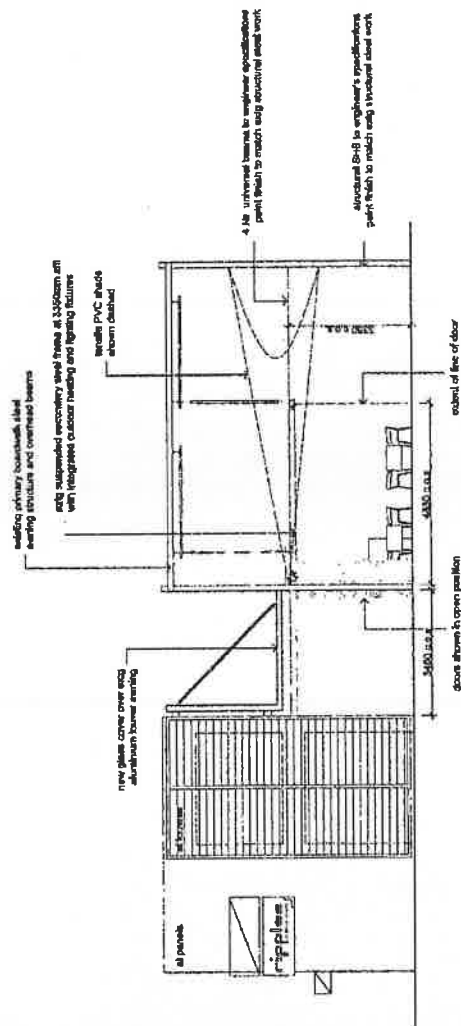
ABBREVIATIONS

atfl	above finished floor level
at	skunkinkum
c.o.s	check on site
exdg	existing
mm	finished floor level
kg	fixed glass
NTS	not to scale
rd	relative floor
SHS	square hollow section

down roads to get things done.

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S u p e r s o m a -

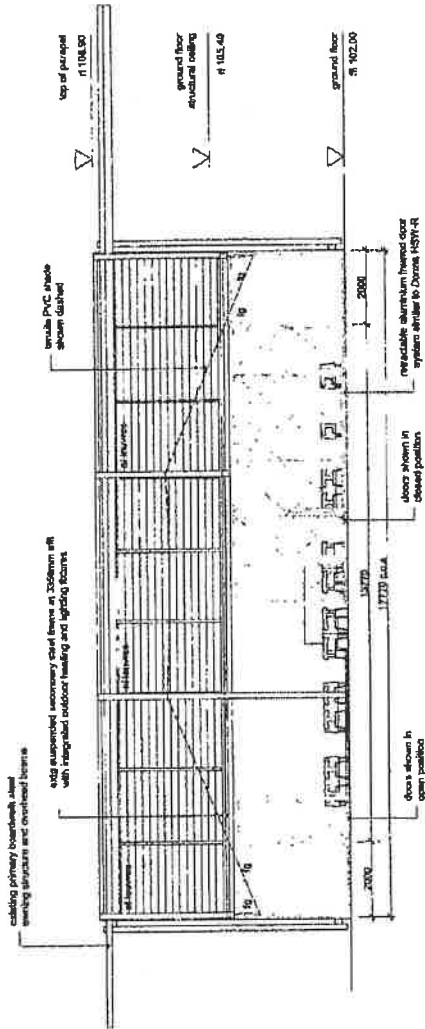


ABBREVIATIONS

above finished floor level	aluminum
check on site	existing
finished floor level	existing
fixed glass	fixed glass
not to scale	not to scale
relative floor	relative floor
square hollow section	square hollow section

Box 1

Eastern elevation



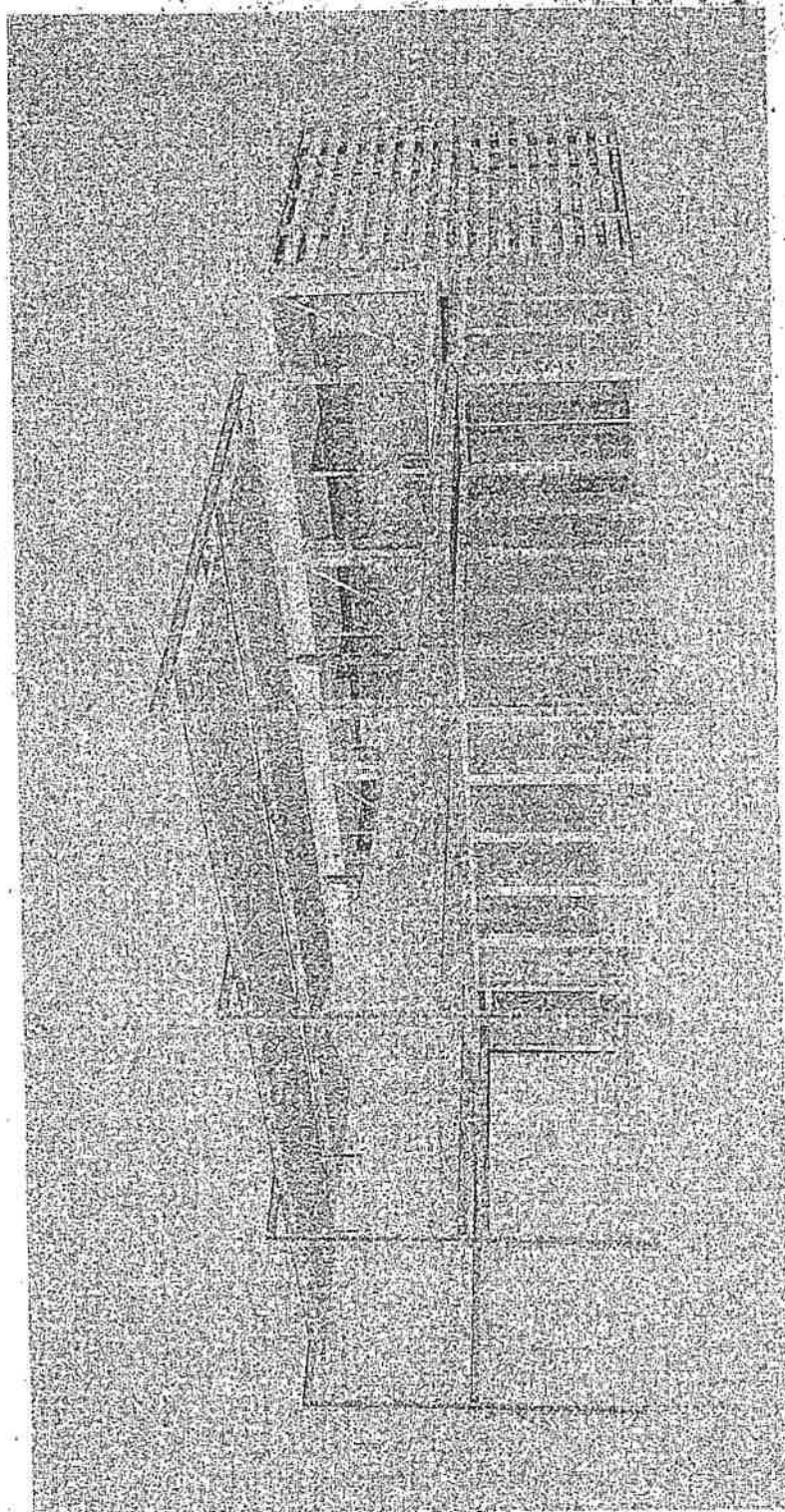
ABBREVIATIONS

alt	above finished floor level
al	aluminum
c.o.s	check on site
cong	existing
m	finished floor level
fg	fixed glass
NTS	not to scale
R	relative floor
SHS	square hollow section

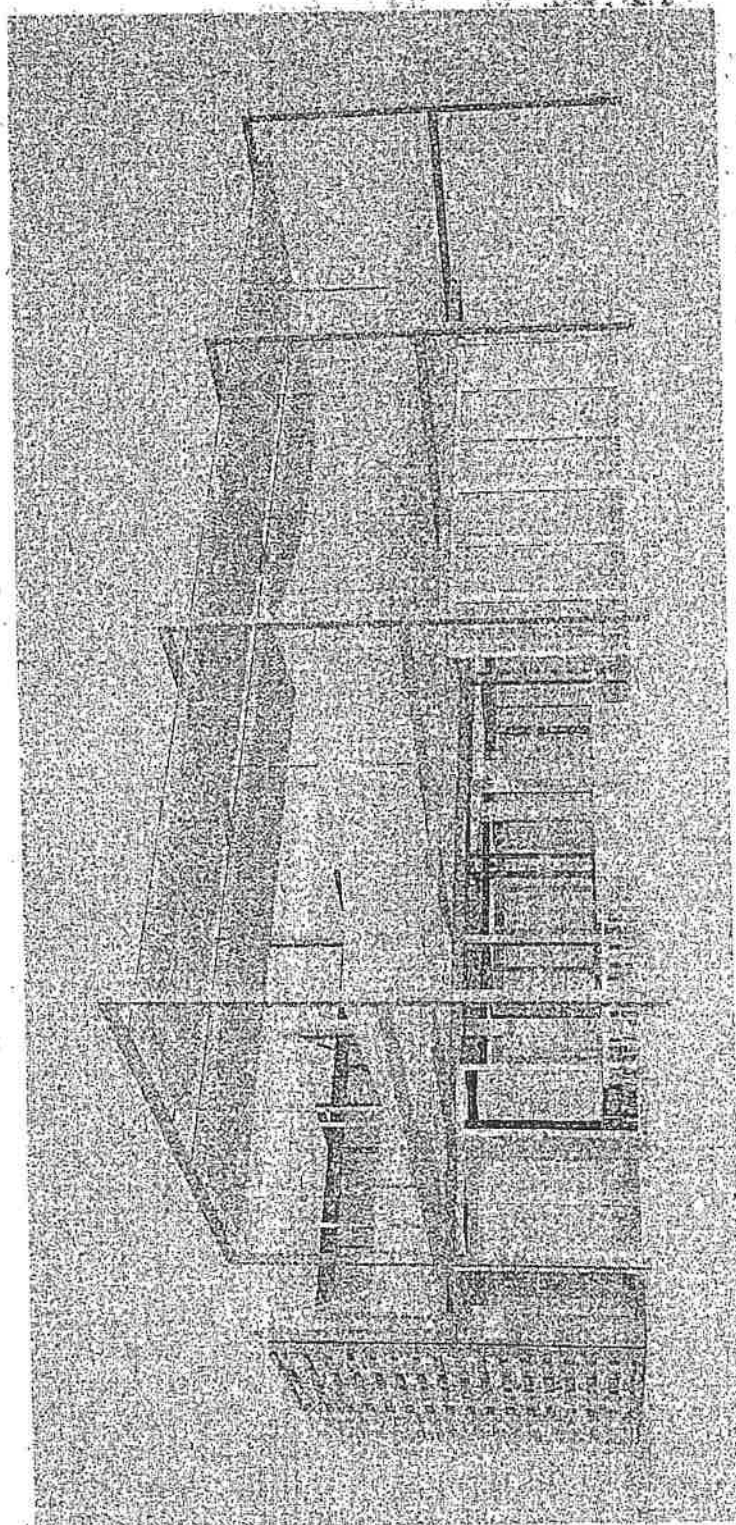
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Northern elevation

supersoma
drawing title: supersoma (1/1/18)
drawing no: 12-2008
drawing date: 12-2008
drawing by: [illegible]
drawing checked by: [illegible]
drawing approved by: [illegible]
drawing scale: 1:100
drawing sheet: 1 of 1
drawing title: supersoma (1/1/18)
drawing no: 12-2008
drawing date: 12-2008
drawing by: [illegible]
drawing checked by: [illegible]
drawing approved by: [illegible]
drawing scale: 1:100
drawing sheet: 1 of 1



Perspective 1



Perspective 2

[illegible]

supersomed

Special By-law No. 3 - Timber floors (Passed 10 September 2014)

Definitions and interpretations

1. In this by-law, unless the context otherwise requires:
 - (a) **"Act"** means the *Strata Schemes Management Act 1996*;
 - (b) **"Lot"** means any lot in Strata Plan 80052;
 - (c) **"Owner"** means the Owner of the Lot;
 - (d) **"Owners Corporation"** means the Owners Corporation created by registration of strata plan 80052.
 - (e) **"Works"** means any work to maintain, replace, renew or keep in a state of good and serviceable repair the common property timber flooring on any floor, terrace, balcony or staircase of a lot in the strata scheme.
2. In this by-law a word which denotes:
 - (a) the singular includes plural and vice versa;
 - (b) any gender includes other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (d) references to legislation include references to amending and replacing legislation.

Rights

3. The Owners Corporation has determined by special resolution accordance with section 62(3) of the Act that it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the common property timber flooring on any floor, terrace, balcony or staircase of all lots in the strata scheme.
4. An Owner shall have the right to (at the Owner's cost and to remain the Owner's fixture) carry out the Works.

Conditions

5. The Owner must comply with the existing by-laws including By-law 6 "Floor Coverings".
6. The Owner must before commencement of the Works:
 - (a) obtain approval of the Owners Corporation;
 - (b) provide any documents reasonably required by the Owners Corporation relating to the Works;
 - (c) obtain any necessary approvals from any Authorities and provide a copy to the Owners Corporation.

7. Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact and licence details to the Owners Corporation before each of them commences their work;
- (b) perform the Works during the times reasonably approved by the Owners Corporation;
- (c) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (d) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (e) comply with any reasonable direction given by the Building Manager or an executive committee member regarding the manner in which the Works are carried out;
- (f) ensure that the smoke detectors in the Owner's Lot are to be isolated or otherwise covered to prevent a false fire alarm being transmitted by the fire panel, and pay all costs associated with the fire brigade callout should the Owner or its contractors be responsible for a false fire alarm;
- (g) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation, as arranged in advance with the Building Manager or executive committee;
- (h) protect all affected areas of the Building outside the Owner's Lot from damage relating to the Works or the transportation of construction materials, equipment and debris, including the installation of appropriate protection in the lift before any materials, equipment and debris are transported in the lift;
- (i) promptly clean any part of the common property where dust and debris has been deposited during the course of the Works;
- (j) ensure that materials, equipment or debris are not stored on the common property;
- (k) ensure the Works do not interfere with, damage or soil any part of another Lot or common property, including any fixtures, fittings or other property contained on another lot or common property, unless permitted under this by-law;
- (l) promptly rectify any damage to, or soiling of, any part of another Lot or common property, at its own cost, where such damage or soiling is caused by the Works;
- (m) ensure the Works do not penetrate, pierce or otherwise damage the common property slab below the lot.

8. After the Works have been completed, the Owner must, without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to Lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide access to the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

9. The Owner:

- (a) is responsible for the maintenance, replacement, renewal and keeping in a state of good and serviceable repair the Works;
- (b) remains liable for any damage to Lot or common property arising out of the Works;
- (c) must make good any damage to Lot or common property arising out of the Works immediately after it has occurred;
- (d) is responsible for the costs of the Works;
- (e) must indemnify the Owners Corporation against any liability, expense, loss or damage the Owners Corporation incurs as a result of:
 - (i) the Works; and
 - (ii) the use, maintenance, repair, renewal or replacement of the Works including, without limitation, any liability under s.65(6) of the Act for damage to the Works.

10. The Owner acknowledges and agrees that if the Owner fails to comply with any obligation under this by-law, the Owners Corporation may take steps to remedy that failure or non-compliance and in doing so, the Owners Corporation has the right to:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information).

11. The Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.

Special By-law No. 4 - Connection of appliances to water supply (Passed 10 September 2014)

Definitions and interpretations

1. In this by-law, unless the context otherwise requires:

- (a) **"Act"** means the *Strata Schemes Management Act 1996*;
- (b) **"Executive Committee"** means the executive committee of the Owners Corporation
- (c) **"Lot"** means any lot in Strata Plan 80052;
- (d) **"Occupier"** means the occupier, licensee or person lawfully in possession of a Lot.
- (e) **"Owner"** means the Owner of the Lot;
- (f) **"Owners Corporation"** means the Owners Corporation created by registration of strata plan 80052.

- (g) **"Parcel"** means the land from time to time comprising the lots and common property of the strata scheme.
2. In this by-law a word which denotes:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (d) references to legislation include references to amending and replacing legislation.

Purpose

3. The purpose of this by-law is to regulate the connection of appliances to any water supply in the Parcel in order to prevent the transmission of water from one Lot to the common property and to other Lots and to set out guidelines for the recovery of costs under section 63 of the Act when repairs are required to Lot property to prevent such water penetration.

Obligations

- 4. An Owner or Occupier must not connect an appliance to any water supply on the Parcel without the approval of the Owners Corporation.
- 5. If the Owners Corporation approves connection of the appliance to the water supply then it may impose such terms and conditions as it thinks fit and the Owner or Occupier must comply with those conditions.
- 6. An Owner or Occupier must allow access to the Owners Corporation's nominated representative(s) in order to permit an inspection of any appliances connected to the water supply within their Lot within 48 hours of any request(s) from the Owners Corporation.
- 7. An Owner or Occupier must comply with all of the provisions of this by-law including those set out under the heading "Agreement" below.

Powers and duties

8. The Owners Corporation will have the following powers and duties:
- (a) the power to enter Lots to inspect existing and new connections of appliances to the water supply;
 - (b) the power to install, repair, replace or maintain the common property and Lot property to prevent the transmission of water from one Lot to the common property and to other Lots. Such power to be used in its absolute discretion;
 - (c) the power to enter in arrangements with third parties to carry out the repairs, replacement and maintenance of the common property and Lot property to prevent water penetration from one Lot to another.
9. Upon the passing and registration of this by-law the powers and obligations contained in this by-law act as the agreement between the Owners Corporation and Owners and Occupiers of the Lots for the provision of services to the common property and Lot

property to prevent the transmission of water from one Lot to the common property and one Lot to another as if it was an agreement contemplated by section 111 of the Act.

10. For the avoidance of doubt this by-law does not apply to any repairs, maintenance, or replacement of any Lot property that does not relate to water penetration from one Lot to the common property or one Lot to another.

Agreement

11. This by-law is an agreement between the Owners Corporation and Owners and Occupiers of the kind referred to in section 111 of the Act for the Owners Corporation to provide and Owners and Occupiers to accept services on the terms and conditions contained in this by-law, in order that the Owners Corporation can properly comply with its obligations to maintain, replace, renew and keep in a state of good and serviceable repair the common property and to manage and control the Lots and common property for the benefit of all owners.

12. The Owners Corporation and Owners or Occupiers of Lots agree as follows:

- (a) an Owner or Occupier must notify the Owners Corporation in the event that they become aware of any water leaking from any appliance or any pipes or connections to the appliance.
- (b) the Owners Corporation will notify an Owner or Occupier that access is required to the Lot for inspection and carrying out works to the common property (under the Act);
- (c) the Owners Corporation will notify the Owner or occupier of any works required to Lot property as a result of the inspection and request that the Owner or Occupier undertake such repairs as necessary to prevent the penetration of water from one Lot to the common property or to another Lot, except in cases of an emergency whereby the Owners Corporation will undertake the works to the common property and Lot property;
- (d) if the Owner or Occupier does not undertake the required works to Lot property within a reasonable time after receiving a request under clause (c) then the Owners Corporation will undertake the works to repair the Lot property and any damage caused to the common property as a result of the Lot property works at its absolute discretion;
- (e) the Owners Corporation will provide the services to repair the Lot property (and any resultant damage to common property) under the Agreement at the cost of the relevant owner;
- (f) the Owners Corporation may enter into arrangements with third parties from time to time for the carrying out repairs;
- (g) the Owner or Occupier irrevocably gives consent to the Owners Corporation to enter the Owner's Lot to provide the services under the same terms and restrictions contained under section 65 of the Act;
- (h) the relevant Owner or occupier indemnifies the Owners Corporation for any losses or damage that it may suffer as a result of the carrying out of any repairs to the Lot and common property contemplated under this by-law;

- (i) the Owner or Occupier shall pay within seven days of demand the costs in carrying out any repairs to the Lot property (and any resultant damage to common property) as contemplated under this by-law;
 - (j) the agreement is for an unlimited term;
13. If an Owner and/or Occupier fails to comply in any way with the terms of this by-law the Owners Corporation may:
- (a) recover the cost of the repairs from the defaulting Owner or Occupier as a debt; and
 - (b) include reference to the debt on notices under Section 109 of the Act.
14. If an Owner or Occupier connects an appliance to any water supply in the Parcel in breach of this by-law, or of any conditions of installation imposed by the Executive Committee or Owners Corporation, and water leaks from the appliance or connection then the Owner or Occupier must indemnify the Owners Corporation against any liability, expense, loss or damage the Owners Corporation incurs including an excess payable under any insurance policy.

Special By-law No. 5 – Works – Lot 104 (Passed 10 September 2014)

Definitions

In this by-law:

“Authority” means any government, semi government, statutory, public or other authority having any jurisdiction over the strata scheme or the Lot.

“Building Manager” is the building manager or his representative for strata plan no. 80052.

“Consent Form” means the written consent of the owner of the Lot:

- (a) agreeing to assume the relevant obligations in this by-law before the grant of special privileges in this by-law can be conferred; and
- (b) which is a pre-requisite to the operation of this by-law.

“Lot” means lot number 104 in strata plan no. 80052;

“Owner” means the owner for the time being of the Lot;

“Works” means the alterations and additions to the Lot and the common property timber flooring as are more particularly set out in the Precision Flooring PTY Ltd Scope of Works dated 23 July 2014 annexed and marked 'A'.

Interpretation

In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and

references to legislation includes references to amending and replacing legislation.

- A. Subject to the Conditions of this by-law, the Owner has:
- (a) a special privilege to carry out and keep the Works to and on the common property as is necessary; and
 - (b) the exclusive use of the common property that is affected by the Works.
- B. Before commencement of the Works the Owner must:
- (a) provide any documents reasonably required by the Owners Corporation relating to the Works;
 - (b) obtain the approval of the Owners Corporation in accordance with the Owners Corporation's by-laws, including and without limitation, **By-law 6 Floor Coverings** and any Renovations Policy & Procedures howsoever relating to the Works;
 - (c) obtain any necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (d) provide all information required to be provided to any Authority, to the Owners Corporation;
- C. When carrying out the Works the Owner must:
- (a) use qualified, reputable and appropriately licensed and insured contractors;
 - (b) do the work in a proper manner and to the Owners Corporation's and the relevant Authority's reasonable satisfaction (if applicable);
 - (c) not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on common property;
 - (d) not damage or interfere with or alter the integrity of fire rated doors or walls;
 - (e) not interfere with any common property door, gate, roller door or access way to the strata scheme;
 - (f) not interfere with or disable any security device or system installed anywhere in the common property;
 - (g) in the case of Works involving waterproofing, weatherproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing, weatherproofing or interference with an existing waterproofing membrane in the Owners Corporation's reasonable opinion), ensure that such work is done being mindful of the Owner's obligations in Condition D (c) of this by-law.
 - (h) immediately repair any damage caused to common property, the Lot, any other lot or the property of any owner or occupier of a lot in the strata scheme;
 - (i) not used
 - (j) carry out work only between the hours approved by the Building Manager;
 - (k) not store any material on the common property nor conduct any preparation, cutting or painting work associated with the Works on common property;
 - (l) remove all debris from the common property as soon as possible but at least daily;

- (m) not permit any persons associated with the Works to park in any parking space or common property so as to block any other occupier from accessing the car park or their car space;
- (n) not permit any trucks or vehicles which are registered to carry a weight in excess of that approved by the Building Manager, to enter the car park;
- (o) not interfere with any security device to any other part of the building containing the Lot;
- (p) ensure that no existing fire safety devices are damaged, rendered ineffective or removed;
- (q) not permit any advertising or identification signage of the contractors to be erected on the parcel except as is required by law;
- (r) not permit any persons to remain on common property for work breaks;
- (s) comply with all conditions imposed by any Authority;
- (t) comply with all conditions imposed by the Owners Corporation and Building Manager; and
- (u) permit the Building Manager to inspect the Lot from time to time to ascertain compliance with these Conditions.

D. After carrying out Works approved under this by-law, the Owner must:

- (a) demonstrate compliance with by-law 6 in accordance with the provisions of that by-law and if the Owners Corporation reasonably requests produce written certification within the time stipulated that the Works have been inspected after completion and that they meet relevant Australian building, engineering, fire and/or acoustic standards for such works and that the structural integrity of the building has not been compromised by the Works; and
- (b) in the case of Works involving removal of a non-structural or non-load bearing wall or walls, acknowledge that the Owners Corporation is not required to re-instate any such wall or walls in the future; and
- (c) in the case of Works involving waterproofing, weatherproofing or interference with an existing waterproofing membrane to the interior of the Lot (or which should affect or include waterproofing, weatherproofing or interference with an existing waterproofing membrane to the interior of the Lot in the Owners Corporation's reasonable opinion), provide evidence from a reputable, qualified consulting engineer acceptable to the Owners Corporation that the watertight integrity of the building has not been compromised by work done or not done as the case may be;
- (d) in the case of Works that interfere with existing fire safety devices or that require an upgrade of fire safety measures or additional fire safety measures according to the relevant Authority, provide evidence that all fire safety standards are fulfilled at the Owner's cost; and
- (e) on reasonable notice permit the Building Manager to enter and inspect the Lot to establish compliance with relevant conditions of this by-law.

- E. At all times the Owner must:
- (a) comply with all other by-laws in force for the strata scheme and any Renovation Procedures & Policies adopted by the Owners Corporation from time to time which may apply to the activities contemplated in this by-law; and
 - (b) maintain, repair and replace the Works at their cost and as the Owners Corporation may reasonably require; and
 - (c) accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance or repair/replacement of the Works and associated actions and be responsible to make good that damage immediately after it has occurred; and
 - (d) comply with the *Strata Schemes Management Act 1996* and its Regulations; and
 - (e) indemnify the Owners Corporation from all claims, loss or damage the Owners Corporation suffers (including legal costs) as a result of the performance, maintenance, repair or replacement of the Works and pay those costs on demand.
- F. The costs of the approved Works and the legal costs of this by-law and compliance with this bylaw are the Owner's sole responsibility.
- G. For the purposes of insurance, the Works will remain the Owner's fixtures.
- H. Where the Works add to or alter common property for the purpose of improving or enhancing that common property, the Owners Corporation hereby specially resolves pursuant to section 65A of the Act that:
- (a) the Owner is specifically authorised to take that action; and
 - (b) the Owner must maintain the subject common property in accordance with the terms and conditions of this by-law.
- I. If the Owner fails to comply with any obligation of this by-law, the Owners Corporation may:
- (a) enter any part of the building or onto the parcel to carry out the necessary work to perform the obligation; and
 - (b) recover the costs of carrying out that work from the Owner as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 80(1) of the *Strata Schemes Management Act 1996* and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

"A"

precisionflooring

CONTRACT

PFL020800

23/07/14

Contractor Licence No: 180079C

ABN 77 088 419 151

CUSTOMER	Karen Hammer	PROFILE	DI14672144
DELIVERY ADDRESS	Unit 5B, Wurf & 58 Pirrama Rd, Pyrmont NSW 2009	PHONE	0414272144
POSTAL ADDRESS	Unit 5B, Wurf & 58 Pirrama Rd, Pyrmont NSW 2009	FAX	
EMAIL	precisionflooring@precisionflooring.com.au	CONTACT	Karen Hammer

DETAILS OF WORK TO BE DONE

SPECIALS NOT LISTED IN THE SPECIFICATION					
SUPPLY	DELIVERY	INSTALL	BAND	SEAL	
TIMBER	European Oak	GRADE	Elm	COVER	220 x 20mm
FINISH	Lasure	SHEEN	Mat	STAIN COLOUR	OIL

AREAS TO COVER

Area not to exceed 40 sq m. 16 units and doors from Ground to First Floor.
 Area includes: Ground Floor, Entry, Lobby, Lift and Stairs, Kitchen and Living, First Floor, Terrace area.

PRICE INCLUDES

Removal and disposal of existing solid timber flooring. Where existing plywood.
 Removal of existing boards. To be kept for re-use.
 Removal and disposal of 10 mm boards from staircase. Balustrade to be removed and replaced by others.
FLOORING
 Supply 220x20mm Tongue & Groove Grade 1 Elm Floorboards, Oil.
 Provide existing plywood for installation by rough sanding.
 Install engineered timber flooring to existing plywood substrate. All boards to be glued and screws nailed.
 Cutting up Stairs. Supply and install 100mm solid nosing to matching width at 40 x 30mm (100mm nosing).
 Re-install existing boards provided by customer by using glue and screws.
 Fill all woodwork expansion gaps by using massic wood filler in matching wood colour. Not included any wall perimeter.
STAIRCASE
 Supply Solid American Oak Inside (1 termination) to 220x30x50mm.
 Sand timber floor boards to a fine and smooth surface and apply Custom Grey Finish and two coats of PU7 Hard Wax.
 Install stainless steel nosing back onto steel plates by screwing down.
 All work done in customer premises.
 All carrying in customer premises.

PRICE DOES NOT INCLUDE

Any removal, staining or re-sanding of external edge of stone or metal.
 Any removal of existing substrate. This will be charged as an additional cost if required.
 Any acoustic underlay which was already been installed under existing floor. This during demolition.

COMMENTS

Please ensure removal and installation of balustrade.
 Please note that Precision Flooring does not take responsibility for any damage to the existing flooring and any damage to walls. Should new skirting be required at a subsequent painting work, be required this will be charged as an additional.

THE TOTAL CONTRACT PRICE FOR UNDERTAKING THE ABOVE WORKS WILL BE

ex GST

GST

inc GST

OUR TERMS ARE AS FOLLOWS

1. 10% upon acceptance of the contract	inc GST
2. 80% upon delivery of timber	inc GST
3. 10% upon Completion of installation	inc GST
4. 5% upon completion of final cost	inc GST

PLEASE NOTE

The floor area is to be clean and free of obstructions. Suitable access to the room be provided. First coat can not be guaranteed not to have some evidence of dust particles due to environmental factors outside the control of Precision Flooring Pty Ltd. Timber is a natural product and can not be guaranteed for movement and colour variation. Movement of timber and colour variation is not recommended as a poor quality workmanship.

It is an essential that the retention of monies in respect of payment shall apply to any circumstances. This contract does not include any other terms made for lending, installing, repairing or re-sanding. Any such specification shall constitute a variation. Upon acceptance of this contract, you will also be required to provide the terms & conditions which follow. Your Signature below will also constitute an acceptance of our terms & conditions which you acknowledge you have read and understood.

Yours faithfully, Pauline Devine

Customer Name

Signed by Customer

Date

Precision Flooring Representative

precision flooring pty ltd - 188 chambers street - city hills Sydney NSW 2010 - 02 9880 0801 - 02 9880 0802 email: precisionflooring.com.au

Special By-law No. 6 - Compliance with Restrictions (Passed 28 September 2015)

1. An owner or occupier of a lot must comply with any lawful restriction as to use of their lot (or any part of it).
2. Without limiting any other provision of this by-law, an owner or occupier of a residential lot must not lease, licence, sub-lease or otherwise permit the occupation or use of their lot for reward (including both monetary and non-monetary consideration) except for a fixed term of no less than 6 months duration. This clause does not apply to a continuation of any previous fixed term, such as a month-to-month tenancy following the expiration of the fixed term of a residential tenancy agreement, provided that such fixed term complied with the requirements of this clause.
3. An owner of a lot is liable under this by-law for the act or omission of an occupier of their lot as if that owner was that occupier and that act or omission was the act or omission of that owner.
4. An owner or occupier of a lot is liable for the act or omission of their invitees, agents, contractors or employees as if those acts or omissions were the acts or omissions of that owner or occupier.
5. In this by-law "restriction as to use" includes, without limitation:
 - (a) a restriction contained in any restriction on the use of land, restriction as to user, covenant, easement, lease of a lot or the common property, by-law of the strata scheme, or planning instrument (within the meaning of the *Environmental Planning and Assessment Act 1979*, as amended or replaced from time to time) to the extent that it applies in respect of the lot; and
 - (b) the restriction numbered 1 in the intention panel of strata plan number 80052, burdening lots 1 to 45, 47-105 and the common property, in accordance with the terms of that restriction as set out in the section 88B instrument registered with that strata plan.
6. To the extent that any provision of this bylaw is invalid or ineffective at law it is to be severed and the remaining provisions of this by-law are to have their full force and effect.

Special By-law No. 7 – Anticipated Damage to Common Property (Passed 27 September 2016)

1. In this by-law:

Lot means a lot in strata plan 80052;

Occupier means the occupier, licensee or person in lawful possession of a Lot;

Owner means:

- (a) the lessee (as that term is defined in the Strata Schemes (Leasehold Development) Act 1986) for the time being of a leasehold interest in a Lot;
- (b) if a Lot is subdivided or re-subdivided, the lessees (as that term is defined in the Strata Schemes (Leasehold Development) Act 1986) for the time being of a leasehold interest in the new Lots;

- (c) for an Exclusive Use By- Law, the lessee (as that term is defined in the Strata Schemes (Leasehold Development) Act 1986) of the Lot (or Lots) benefitting from the Exclusive Use By-Law; and
 - (d) a mortgagee in possession of a Lot.
2. In this by-law:
- (a) a word which denotes the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) references to legislation includes references to amending and replacing legislation.
3. An Owner or Occupier, their employees, servants, agents or visitors must not do any act or thing that is likely to cause damage to the common property.
4. The Executive Committee, acting reasonably, may if it considers an Owner or Occupier, their employees, servants, agents or visitors is doing an act or thing that is likely to cause damage to the common property, restrict access to the common property and/or require the Owner or Occupier to cease and desist from doing that act or thing

Special By-law No. 8 – Charging of Electric Vehicles (Passed 27 September 2016)

Definitions and Interpretation

1. In this by-law:

Act means the Strata Schemes Management Act 1996;

Authority means a principal certifying authority as defined under the Environmental Planning and Assessment Act 1979 including any government, semi government, statutory, public or other authority having any jurisdiction over the Lot

Insurance means:

- (a) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
- (b) public liability insurance for an amount of at least \$5,000,000;
- (c) insurance if required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and
- (d) workers compensation insurance, if required by law.

Lot means any lot in strata plan 80052;

Owner means the owner of any Lot and includes any successors in title to the current owner of the Lot;

Owners Corporation means the owners corporation created by registration of strata plan 80052;

Works means the installation of a power source on the common property adjacent to the Owner's car space to facilitate charging an electric vehicle including:

- (a) installation of a charger to convert the alternating current from the power source into the direct current to store in the vehicle battery;
 - (b) installation of electrical cabling, wiring and electrical components as necessary to facilitate the charging of an electric vehicle;
 - (c) connection of the power supply to the meter for the relevant Lot.
2. In this by-law:
- (a) a word which denotes the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (d) references to legislation includes references to amending and replacing legislation.

Works authorisation and special privileges

3. The Owners Corporation:
- (a) pursuant to section 65A of the Act authorises the Owner to add to, alter and/or erect new structures on the common property by carrying out the Works;
 - (b) pursuant to section 52 of the Act confers on the Owner special privileges in respect of the common property to be occupied by the Works to permit the Works to remain on that common property,
- upon and subject to the conditions set out in this by-law.

Conditions

Application to executive committee

4. An Owner seeking to undertake Works is required to obtain approval of the Executive Committee and must:
- (a) make an application in writing to the Executive Committee by tendering it to the Building Manager or strata managing agent (or if a strata managing agent has not been appointed, to the Secretary) using the required application form;
 - (b) include with the application:
 - (i) a technical specification of the design prepared by a licensed electrician which includes specification of all cabling and wiring, electrical components and precise routing of all cabling;
 - (ii) detailed plans for the Works;
 - (iii) a description of the Works including materials and methods;
 - (iv) a proposed work schedule for the Works including an estimate of the time required;

- (v) details of the contractor and any subcontractors that will perform the Works including their name, address, telephone number and licence number;
5. The executive committee may from time to time publish guidelines with respect to the form of the information and materials that it may or may not require in relation to an application made under this by-law or the matters that it will consider in deciding whether to approve or not approve of an application, provided that those guidelines are not inconsistent with the terms of this by-law or otherwise inconsistent with law.

Determination of application

6. In order for the executive committee to process an application for Works it may:
- (a) require the Owner to submit further information, such as, further plans, specifications or reports;
 - (b) waive the requirement to submit detailed plans and specifications;
7. In processing the application the executive committee may:
- (a) act in its own discretion in deciding whether to approve or not approve the application;
 - (b) approve it unconditionally or may impose conditions (including the requirement to carry out additional works than those proposed);
 - (c) disregard its previous decisions.
8. If the Executive Committee considers that the location of the proposed Works is dangerous or inconvenient to any user of the car parking area then it may refuse to approve the carrying out of the Works.

Before commencement of the Works

9. Before commencement of the Works, the Owner must:
- (a) obtain any necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) effect and maintain the Insurance and provide a copy of the certificates of insurance to the Owners Corporation (if requested);
 - (c) provide details of the contractor(s) to be engaged to carry out the Works to the Owners Corporation including their name, address, telephone number, licence number (if applicable) and the relevant site contact;

During the Works

10. In undertaking the Works, the Owner must:
- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact and licence details to the Owners Corporation before each of them commences their work;
 - (b) ensure the Works are carried out in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards;

- (c) ensure that the Works are carried out and completed in accordance with any specifications or plans approved by the Executive Committee;
- (d) not vary the Works without first obtaining the consent in writing from the Executive Committee;
- (e) ensure that the Works are done with due diligence and within a reasonable time from the date of commencement;
- (f) perform the Works during the times reasonably approved by the Owners Corporation and, unless otherwise specified by the Owners Corporation:
 - (i) for noisy activities (including but not limited to concrete drilling or constant hammering) between 9:00am and 3:00pm Monday to Friday inclusive; and
 - (ii) for any other activities between 7:30am and 5:00 pm Monday to Friday (inclusive) and from 8:00am to 1:00pm on Saturday.
- (g) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (h) comply with any reasonable direction given by the building manager or an executive committee member regarding the manner in which the Works are carried out;
- (i) protect the common property that is affected by the Works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the Lot, are protected from damage when construction materials, equipment and debris are transported over it;
- (j) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (k) promptly clean any part of the common property where dust and debris has been deposited during the course of the Works;
- (l) ensure that materials, equipment or debris are not stored on the common property;
- (m) ensure the Works do not interfere with or damage any part of another lot or common property, including any fixtures, fittings or other property contained on another lot or common property, unless permitted under this by-law and, if this happens, the Owner must promptly rectify that interference or damage, at the Owner's cost, within a reasonable period of time as directed by the Owners Corporation's nominated representative;
- (n) comply with the by-laws of the Owners Corporation and requirements (if any) of any Authority concerning the performance of the Works;

After the Works

11. After the Works have been completed, the Owner must, without unreasonable delay:
- (a) notify the Owners Corporation in writing that the Works have been completed;
 - (b) if required, provide the Owners Corporation with a copy of any certificate or certification by an Authority in relation to the Works;

- (c) restore all parts of the common property affected by the Works as nearly as possible to the state it was in immediately before the Works;
- (d) notify the Owners Corporation that all damage, if any, to any lot and common property caused by the Works and not permitted by this by-law have been rectified.

General rights and obligations

12. The Owner must:

- (a) pay all costs associated with the Works;
- (b) ensure that the additional electricity supply is connected to the meter for the Lot and does not utilise any power metered to the Owners Corporation or any other Lot;
- (c) at the Owner's cost properly maintain the Works and keep the Works in a state of good and serviceable repair and, where necessary and if applicable, renew or replace any fixtures or fittings comprised in the Works;
- (d) immediately after it has occurred and at the Owner's cost make good any damage to the common property or another lot caused as a result of the Works no matter when such damage may become evident;
- (e) at the Owner's expense, comply with any notice, order or requirement of any Authority, or other statutory authority, Tribunal or Court relating to the Works;
- (f) indemnify the Owners Corporation against any increased or extra premium that may become payable by the Owners Corporation for the insurance of the building directly arising out of the Works;
- (g) indemnify and keep indemnified the Owners Corporation against any actions, proceedings, claims, demands, liabilities, expenses, losses or damage the Owners Corporation incurs as a result of:
 - (i) the Works;
 - (ii) the use, maintenance, repair, renewal, replacement or removal of the Works, including, without limitation, any liability under s.65(6) of the Act for damage to the Works;
- (h) permit the Owners Corporation to carry out testing of the Works as may be required by it or any Authority from time to time and the Owner is to meet the reasonable costs of such testing;
- (i) permit the Owners Corporation, at its discretion acting reasonably, to turn off the electrical supply created by the Works if it consider the Works are dangerous, causing a hazard or have the potential to cause a hazard.

Right to remedy default

- 13. If the Owner breaches any condition or obligation under this by-law and fails to rectify that breach within 7 days (or such other time as may be prescribed in the notice) of service of a written notice by the Owners Corporation requiring rectification of that breach the Owners Corporation may:
 - (a) rectify that breach;

- (b) enter on any part of the strata scheme including the Lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying that breach;
 - (c) recover as a debt due from the Owner the costs of rectification and the costs and expenses of the Owners Corporation incurred in recovering those costs (and include reference of that debt on levy notices and any other levy reports or information).
14. The Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of one month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.
15. Nothing in this by-law restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Special By-law No. 9 – Special Privileges and Exclusive Use for Building Works (lot 5) (Passed 31 January 2017)

PREAMBLE

- 1.1 This by-law is made pursuant to Division 3 of Part 7 of the *Strata Schemes Management Act 2015* ("the Act").
- 1.2 The purpose of the by-law is to confer on the owner of lot 5 in Strata Plan 80052:
- (a) a right of exclusive use and enjoyment on part of the common property occupied by the works carried out by the owner; and
 - (b) a special privilege to carry out the works in respect of that part of common property.
- 1.3 The owner is the owner of lot 5 in strata plan 80052.
- 1.4 The rights conferred by this Special By-Law shall enure for the benefit of the owner.
- 1.5 To the extent of any inconsistency between this Special By-Law and any other by-laws registered against CP/SP80052, the provisions of this by-law shall prevail.

DEFINITIONS & INTERPRETATION

- 1.6 In this by-law, the following terms are defined to mean:
- (a) **Act** means the *Strata Schemes Management Act 2015*.
 - (b) **Authority** means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot and/or common property including the local council.
 - (c) **Bond** means the sum of \$10,000.00 (ten thousand dollars) or such other sum as determined by the owners corporation from time to time.
 - (d) **Building** means the building situated at SYDNEY WHARF 56-56A PIRRAMA RD, PYRMONT 2009.
 - (e) **Building Manager** means the building manager appointed by the owners corporation.

- (f) **Council** means the Council of the City of Sydney.
- (g) **Exclusive Use Area** means the common property area as indicated on the Plan as the "Hatched Area" and having the boundary as:
- (i) the upper boundary being the under surface of the floor slab above;
 - (ii) the lower boundary being the upper surface of the floor; and
 - (iii) the outer boundary being the inner surface of any wall or door,
- and where there are no walls, the inner dimensions of the lines indicated on the Plan.
- (h) **Lot** means lot 5 in Strata Plan 80052.
- (i) **Owner** means the owners for the time being of lot 5 in Strata Plan 80052.
- (j) **Permitted Use** means the use of the Exclusive Use Area for the purpose of exclusive use and enjoyment relevant to the Owner as permitted by an Authority.
- (k) **Plan** means the plan showing the Exclusive Use Area annexed to this by-law marked Annexure "A".
- (l) **Strata Scheme** means the strata scheme relating to Strata Plan No 80052.
- (m) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:

PAINTING

- 1) the painting of all walls, ceilings and doors;

ELECTRICAL & LIGHTING

- 2) the installation of new power points, TV and data cabling as required to run within plasterboard walls and ceiling;

FLOORING

- 3) the replacement of the existing carpet in bedrooms;
- 4) the replacement of the floor tiles and waterproofing in bathrooms;

WINDOW TREATMENTS

- 5) the installation of new internal roller blinds and curtains to all glazed windows and doors shall comply with the requirements of the Owners Corporation;

ENSUITE 1

- 6) the removal of the existing plasterboard partition adjacent hall and bedroom and the replacement with glazed partition;
- 7) the installation of new fixtures to vanity, shower including steam unit, bath and WC all in existing locations;

- 8) the replacement and installation of tiles on walls and floor inclusive of new waterproofing;

DRESSING ROOM

- 9) the removal of the existing laundry;
- 10) the relocation of upstairs;
- 11) the termination and/or removal of all redundant plumbing;
- 12) the extension of dressing room;
- 13) the installation of new joinery;

MASTER BEDROOM

- 14) the replacement of internal hinged door with sliding door (marked Door #3 on the Plan);

POWDER ROOM

- 15) the removal of the shower;
- 16) the installation of new fixtures to vanity and WC in existing locations;
- 17) the replacement and installation of tiles on floors inclusive of new waterproofing;

BATHROOM 2

- 18) the installation of new fixtures to vanity, shower and WC in existing locations;
- 19) the replacement and installation of tiles on walls and floor inclusive of new waterproofing;

INTERNAL STAIRS

- 20) the replacement of the existing timber treads and glass balustrade with new stone treads and balustrade;
- 21) the installation of additional support structure for stone as detailed and certified by structural engineer;
- 22) the installation of new balustrade to mezzanine level;

KITCHEN

- 23) the installation of new joinery, fittings and/or fixtures in existing locations;

LIVING ROOM

- 24) the installation of new gas fireplace with vertical flue through ceiling and/or roof above and external top vent or in accordance with such other specifications that the Owners Corporation may require;

LOBBY

- 25) the replacement of carpet;

- 26) the installation of new wall finishes in paint and vinyl;
- 27) the installation of new curtain over internal window;
- 28) the installation of new wall mounted shelf opposite lift;
- 29) the installation of new decorative panels to replace existing doors to service risers and fire equipment;
- 30) the maintenance of existing locking system and providing necessary regulatory signage to fire equipment;
- 31) the maintenance of all other basic building services as required;
- 32) the painting of the ceiling;
- 33) the replacement of downlights;
- 34) the installation of new wall lights;
- 35) the replacement of apartment front door with new timber finish as fully compliant fire door;

BALCONY 1

- 36) the installation of new electric heat lamps mounted to vertical face of soffit (not visible from exterior. All white finish);
- 37) the installation of new timber deck;
- 38) the installation of full new waterproofing membrane under the deck;

BALCONY 2

- 39) the installation of new timber deck;
- 40) the installation of full new waterproofing membrane under the deck;

BATHROOM 3

- 41) the installation of new fixtures to vanity, shower and WC (access to ceiling space of level 5 below (within same apartment) to swap vanity/WC locations;
- 42) the installation of tiles on walls and floor inclusive of new waterproofing;

LAUNDRY

- 43) the conversion of the existing external store room to laundry;
- 44) the installation of the new floor waste to laundry with access to ceiling space of level 5 below (within same apartment);
- 45) the installation of new plumbing for sink, washing machine and dishwasher;
- 46) the installation of tiles on walls and floors inclusive of new waterproofing;

COURTYARD

- 47) .the replacement of the existing glazing and doors (facing the internal courtyard only and not visible to the exterior);
- 48) the installation of tiles on floors inclusive of new waterproofing;
- 49) the replacement of timber treads and balustrade;

ROOF TERRACE (It is noted that no built items or other devices shall protrude above the rooftop ridgeline of the building)

- 50) the installation of new timber deck;
- 51) the installation of full new waterproofing membrane under the deck;
- 52) the installation of new gas BBQ and two gas outdoor fireplaces;
- 53) the installation of new planter boxes and bench seating to the perimeter;
- 54) the installation of new spa, overall weight as certified by structural engineer to comply with rooftop loading; and
- 55) all ancillary works to the above.

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the specifications attached to this by-law and annexed "B", and the provisions of this by-law.

- 1.7 The parties acknowledge that several of the above works require core drilling through the floor slab.
- 1.8 Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words attributed under the Act.
- 1.9 Words importing the singular include the plural and vice versa, and words importing a gender include any gender.

RIGHTS

- 1.10 Subject to clauses of this by-law, the Owner shall have:
 - (a) a special privilege in respect of common property to erect and keep the Works to and on the common property;
 - (b) the exclusive use of those parts of the common property occupied by the Works; and
 - (c) the Permitted Use of the Exclusive Use Area for exclusive use and enjoyment.

CONDITIONS

Documentation

- 1.11 Before commencing the Works the Owner shall submit to the owners corporation for its approval:

- (a) the Bond which shall be held by the owners corporation and returned to the Owner upon completion of the Works minus any cost for damage occasioned to the common property as a result of the Works. Any cost of damage exceeding the Bond amount will be invoiced separately to the Owner;
 - (b) the completed plans of the Works as referred to in clause 1.6 of this by-law.
 - (c) copies of certificate of insurance for the contractors engaged by the Owner to carry out the Works (including public liability);
 - (d) evidence of the licence or certification of the contractors engaged by the Owner to carry out the Works;
 - (e) any development approval or building consents as may be required by Council pursuant to the *Environmental Planning and Assessment Act 1979*; and
 - (f) an estimated date for commencement and completion of the Works; and
 - (g) a report from an independent structural engineer recording the impact (if any) the Works may have on the structural integrity of the Building.
- 1.12 The Owner acknowledges that any changes to the Works and/or the Plans may require further approval from the owners corporation.
- 1.13 At least five (5) days prior to the commencement of the Works the Owner shall make arrangements with the Building Manager regarding:
- (a) the suitable times and method for the Owner's contractors to access the Building; and
 - (b) the suitable times and method for Contractors to park their vehicles whilst the Works are being conducted.

Performance of Works

- 1.14 In performing the Works, the Owner must:
- (a) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - (b) protect the Building both internal and external to the lot from damage:
 - (i) by the Works;
 - (ii) by the installation or removal of the Works; and
 - (iii) by the transportation of construction material, equipment, debris and other material required to install and maintain the Works;
 - (c) protect all common property areas in the manner reasonably acceptable to the owners corporation;
 - (d) keep all areas of the Building outside the Lot clean and tidy;

- (e) only perform the Works at the following times:
 - (i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering) between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling) for a single four (4) hour period in any given week (excluding Sundays and public holidays);
 - (iii) for any other activities between 8.00 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 1.00 pm on Saturday (inclusive); and
- (f) provide to the Building Manager at least 48 hours notification of any noisy building activities intended to be carried out by the Owner's contractors;
- (g) not carry out the Works on Sundays and/or public holidays;
- (h) keep the apartment door to the Lot closed at all times whilst the Works are being conducted to prevent the egress of dust onto the common property or any other lot;
- (i) immediately arrange for the private removal of all building refuse from the Building (no building materials or refuse of any kind is to be placed in the common property garbage chute, bins or skips or other common property areas);
- (j) not create noise that causes discomfort, disturbance, obstruction or interference with activities of any other occupier of the Building;
- (k) ensure that the common property is cleared of any waste created by the Works daily and in accordance with the owners corporation's directions;
- (l) ensure that the flooring works do not have:
 - (i) mechanical connections to the perimeter of the floor or any floor junction to the building structure (such as columns) at any time; and
 - (ii) mechanical fixings through the timber floor system without the prior written approval of the owners corporation;
- (m) comply with all requirements of the owners corporation, the Strata Scheme's by-laws and all directions, orders and requirements of all relevant statutory authorities and shall be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (n) the flooring to be installed under the by-law, must be insulated with soundproofing underlay as specified by the owners corporation for time to time and shall not have a weighted standardised impact sound pressure level $L'_{nT,w}$ exceeding 40 when measured in situ in accordance with Australian Standard AS ISO 140-7 "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004 "Acoustics- Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation. For the avoidance of doubt this shall only apply to any new flooring installed under this by-law.

- (o) ensure that no product the result of the Works exceeds the rooftop ridgeline of the building;
- (p) upon reasonable notice, permit the Building Manager access to the site of the Works for the purpose of ensuring that the Owner is carrying out the Works in accordance with this Special By-Law.

Statutory and Other Requirements

1.15 The Works shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the drawings and specifications approved by Council (where required) and the owners corporation;

1.16 The Owner must comply with all requirements of the owners corporation, the by-laws and all directions, orders and requirements of all relevant statutory authorities including Council relating to the Works and shall be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;

1.17 The Owner shall ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and

1.18 The Owner shall comply with the provisions of the *Home Building Act 1989* including, but not limited to, section 18B.

Requirements Following Completion of the Works

1.19 Within fourteen (14) days from completion of the Works, the Owner shall provide to the owners corporation:

- (a) a report from an acoustic engineer (approved by the owners corporation) certifying compliance with clause 1.14(n) of this by-law;
- (b) a certificate from a structural engineer (approved by the owners corporation) that the Works have been satisfactorily completed and do not impact adversely on the structural integrity of the Building.

Maintenance

1.20 The Owner must:

- (a) only use the Exclusive Use Area for the Permitted Use
- (b) not carry out any alterations, or additions or do any works in the Exclusive Use Area (other than those approved under this by-law);
- (c) obtain the approval of the owners corporation if the use of the Exclusive Use Area is to be changed;
- (d) keep the Exclusive Use Area clean, tidy and well-ordered condition at all times;
- (e) properly maintain and upkeep the Exclusive Use Area in a state of good and serviceable repair;

- (f) use reasonable endeavours to cause as little disruption as possible when using the Exclusive Use Area;
 - (g) remain liable for any damage to lot or common property arising out of the use of the Exclusive Use Area and will make good that damage immediately after it has occurred;
 - (h) comply with all directions, orders and requirements of any statutory authorities relating to the use of the Exclusive Use Area;
 - (i) ensure that the contents of the Exclusive Use Area are insured at all times. The owners corporation will not be liable for damage to any property kept within the Exclusive Use Area;
 - (j) upon reasonable notice allow the owners corporation, its servants or agents, and any statutory authority access to the Exclusive Use Area for the purposes of carrying out repair or maintenance of the common property or certification or registration of common property plant and equipment that adjoin the Exclusive Use Area; and
 - (k) indemnify and keep indemnified the owners corporation against any costs or losses arising out of the Permitted Use of the Exclusive Use Area, including any liability in respect of the property of the Owner.
- 1.21 The Owner must properly maintain and keep the common property and those parts of the Lot to which the Works are attached in a state of good and serviceable repair.
- 1.22 The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Liability

- 1.23 The Owner is liable for any damage caused to any part of the common property or any other lot as a result of the installation, removal, replacement, repair, attachment or use of the Works and will make good that damage immediately after it has occurred.

Indemnity

- 1.24 The Owner must indemnify the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any lot or common property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of the installation, removal, replacement, repair, attachment or use of the Works.
- 1.25 Without limiting the generality of clause 1.21, should the owners corporation be required to carry out work as specified in section 122 of the Act as a result of the Owner's installation, removal, replacement, repair, attachment or use of the Works, the Owner must indemnify the owners corporation against any liability or expense suffered by the owners corporation in rectifying any damage to the common property or any lot under this provision.

Cost of Works

- 1.26 The Works and any other works required to be undertaken by the owners corporation pursuant to this by-law are undertaken at the cost of the Owner.

Cost of By-law, Approvals and Certification

- 1.27 The Owner shall indemnify the owners corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of works required to be carried out by the owners corporation pursuant to this by-law (including legal costs) and will pay those amounts to the owners corporation upon demand.

Owner's Fixtures

- 1.28 The Works shall remain the Owner's fixtures.

Right to Remedy Default

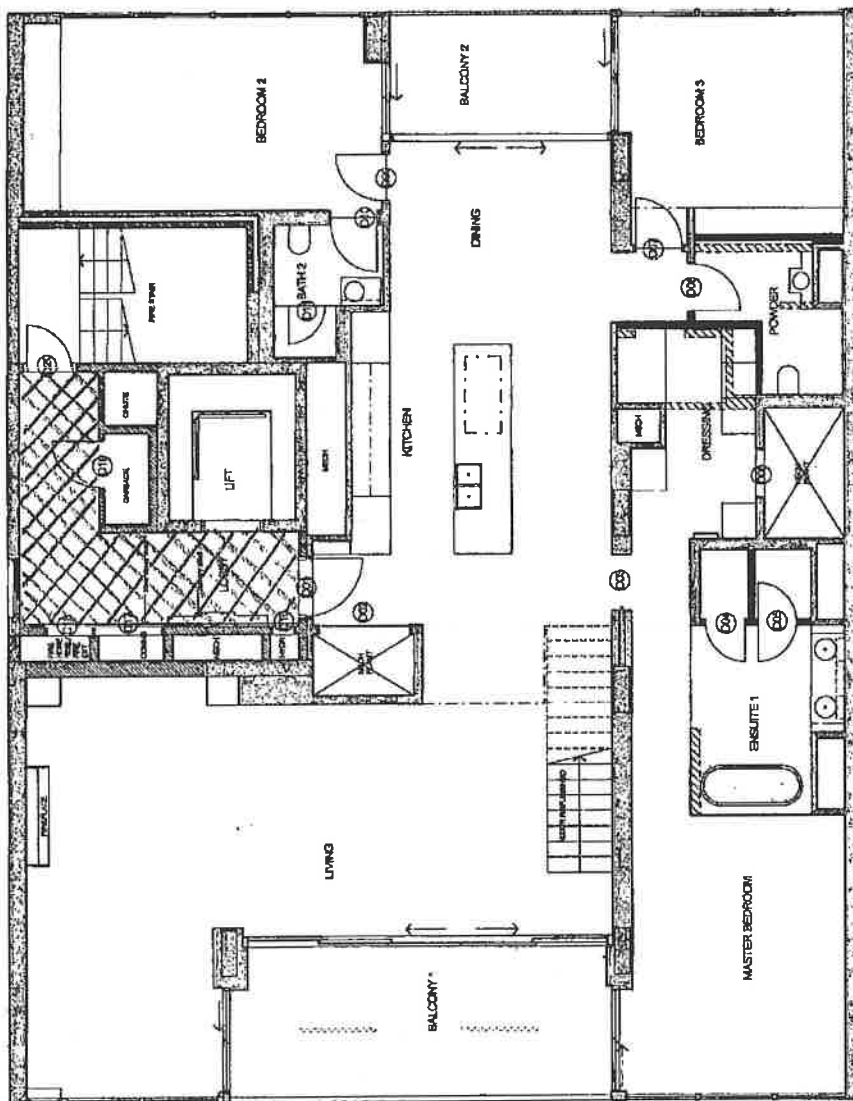
- 1.29 The Owner and the owners corporation acknowledge and agree that if the Owner fails to comply with any obligation under this by-law, then the owners corporation may:
- (a) request, in writing, that the Owner comply with the terms of it;
 - (b) without prejudice to any other rights, be able to enter upon any of the parcel by its agents, employees and contractors, including the Lot, to carry out reasonable work to rectify the failure to comply with the obligations under this by-law;
 - (c) recover the costs of carrying out that work from the Owner. Such costs, if not paid at the end of one month after becoming due and payable bear, until paid, simple interest at an annual rate of 10%. The owners corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the owners corporation incurred in recovering those amounts;
 - (d) for the avoidance of doubt, the reference to expenses in paragraph (c) above includes (but is not limited to) legal costs and disbursements, strata managing agent fees, expert fees or other costs, expenses or liabilities incurred in or in connection with the enforcement or with or in consequence of the Owner's failure to comply;

include any expenses due by the Owner pursuant to paragraph (c) above in the Levy Register for the Lot maintained pursuant to clause 24 of the *Strata Scheme Management Regulation 2016* and must include any such expenses in any certificate issued pursuant to section 184 of the Act in respect of the Lot.

"A"

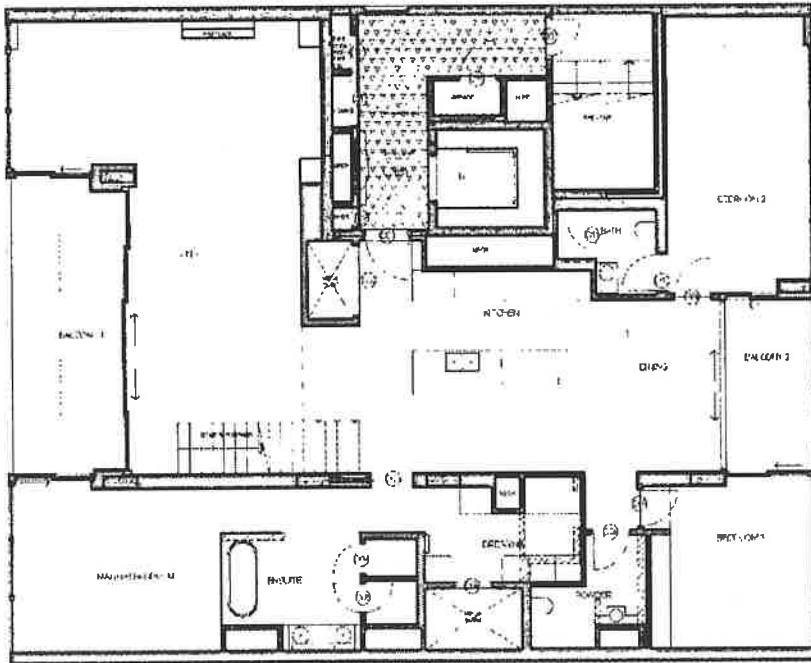


Exclusive Use Area



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"B"



NOTES:

1. The floor plan is based on the information provided by the owner and is not a guarantee of accuracy.

2. The floor plan is subject to change without notice.

3. The floor plan is not to be used for any purpose other than the one for which it was prepared.

4. The floor plan is not to be used for any purpose other than the one for which it was prepared.

LEGEND:

1. Solid line: Wall

2. Dashed line: Partition

3. Dotted line: Window

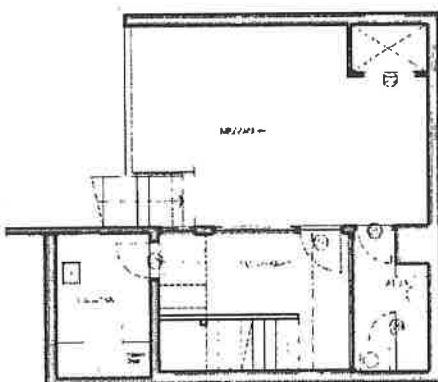
4. Stippled area: Carpet

5. Hatched area: Tiles

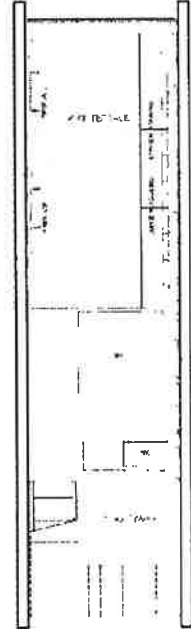
6. Cross-hatched area: Concrete

ROOM SCHEDULE:

Room	Area (sqm)
KITCHEN	10.5
DINING	12.0
LIVING	15.0
BEDROOM	12.0
BATH	5.0
HALL	3.0
CL. (Closet)	2.0
ST. (Storage)	1.0
TOTAL	60.5



LEVEL 1 - BEDROOM / BATH



LEVEL 1 - LIVING / DINING

NOTES:

1. The floor plan is based on the information provided by the owner and is not a guarantee of accuracy.

2. The floor plan is subject to change without notice.

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LEGEND:

1. Solid line: Wall

2. Dashed line: Partition

3. Dotted line: Window

4. Stippled area: Carpet

5. Hatched area: Tiles

6. Cross-hatched area: Concrete

ROOM SCHEDULE:

Room	Area (sqm)
BEDROOM	12.0
BATH	5.0
CL. (Closet)	2.0
ST. (Storage)	1.0
TOTAL	20.0

BURGESS ARNOTT & GRAVA
A.C.N. 072 572 206 Pty. Ltd. A.B.N. 25 072 572 206

Consulting, Civil, Structural & Hydraulic Engineers

21 December 2016
Re: 2016-185/ba

Private Certifying Authority
C/- Brendan Wong Design
Studio 2, Level 4
35 Buckingham Street
Surry Hills NSW 2010

**RE: PROPOSED ALTERATIONS TO UNIT 8.5.05 WHARF 8,
56-56A PIRRAMA RD, PYRMONT NSW**

CERTIFICATE OF STRUCTURAL ADEQUACY

We wish to certify that, following an inspection and design review by our firm, it is our opinion that the existing construction is structurally adequate to undergo the building works and to support the superimposed dead loads and live loads pertaining to the proposed alterations based on the documentation prepared by Brendan Wong Design.

Our findings are based on the following:-

- i. Level 5 & Mezzanine Floor Structure - Reinforced/Post-tensioned Concrete Beams & Slabs.
- ii. Roof Terrace - Reinforced concrete (Bondek) slab supported by structural steel frame. Floor slab rated to 150kg/m² super imposed dead load and 200kg/m² imposed live load.
- iii. Existing Columns - Reinforced Concrete.
- iv. Existing wall construction - Reinforced concrete load bearing walls.
- v. Internal partition walls - non load bearing plasterboard lined framed walls.
- vi. Proposed Stair Structural Drawings 2016-185/S01(A) to S02(A) prepared by Burgess Arnott & Grava Pty Ltd.

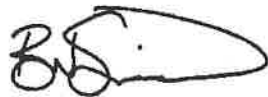
The existing roof terrace slab construction consists of a 130mm Bondek Slab supported by a structural steel frame. The proposed spa unit (1800kg filled with 5 occupants) shall be located as per the attached plan mark up, such that all permanent imposed loads such as planter boxes, furniture and heavy crowd loadings are excluded from the 10.4 square metre clear zone shown.

Please note, that building movement is inherent with works involving alterations to the existing structure and its loading patterns. Accordingly we cannot guarantee movement induced cracking to the existing structure/finishes won't occur during the works and subsequently in the future, once building works have been completed. Should this occur it is our

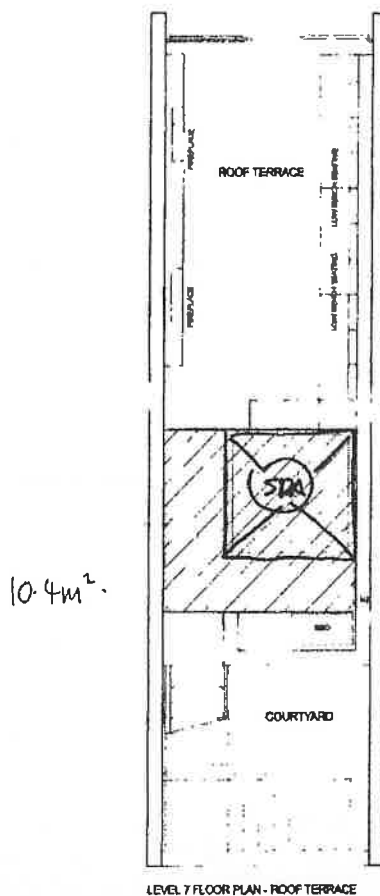
61A The Centre, Forestville, N.S.W., 2087 ■ P.O. Box 69, Forestville, N.S.W., 2087
Ph: 9451 4411 ~ 9451 6772 ■ Fax: 9975 2274 ■ Email: rob@gravaconsulting.com.au

professional opinion that the movement will likely be temporary only, until which time structural system stabilises under the new loading regime.

Kind Regards,
BURGESS ARNOTT & GRAVA PTY LTD



for
R GRAVA
M.I.E. AUST. C.P. EngNPER
Director.



Proposed Roof Terrace Spa Location - Shaded Area denotes clear zone to be maintained free of imposed loads exceeding 50kg/m² (excluding floor finishes)

61A The Centre, Forestville, N.S.W., 2087 ■ P.O. Box 69, Forestville, N.S.W., 2087
Ph: 9451 4411 ~ 9451 6772 ■ Fax: 9975 2274 ■ Email: rob@gravaconsulting.com.au

BURGESS ARNOTT & GRAVA

A.C.N. 072 572 206

Pty. Ltd.

A.B.N. 25 072 572 206

Consulting, Civil, Structural & Hydraulic Engineers

21 December 2016

Re: 2016-185 cert of designs

Brendan Wong
Brendan Wong Design
Studio 2, Level 4
35 Buckingham Street
Surry Hills NSW 2010

Re: **PROPOSED STAIR ALTERATIONS - CERTIFICATE OF STRUCTURAL DESIGN**

SUBJECT PREMISES: **UNIT 8.5.05 WHARF 8, 56-56A PIRRAMA RD, PYRMONT NSW**

Pursuant to the provisions of Clause A2.2 of the Building Code of Australia, I hereby certify that the above design pertaining to alterations to the existing internal stair from Level 5 to Mezzanine, is in accordance with normal engineering practice and meets the requirements of the Building Code of Australia, Part 7 of the Environmental Planning and Assessment Regulations, relevant Australian Standards and relevant conditions of Development Consent. In particular the design is in accordance with the following:

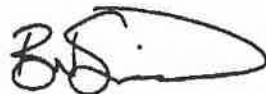
- A.S. 4100 Steel Structures Code

I am an appropriately qualified and competent person in this area and as such can certify that the design and performance of the design systems comply with the above and which are detailed on the following drawings prepared by Burgess Arnott & Grava Pty Ltd:

- 2016-185/S01(A) Framing Plan & Details
- 2016-185/S02(A) Details Sheet

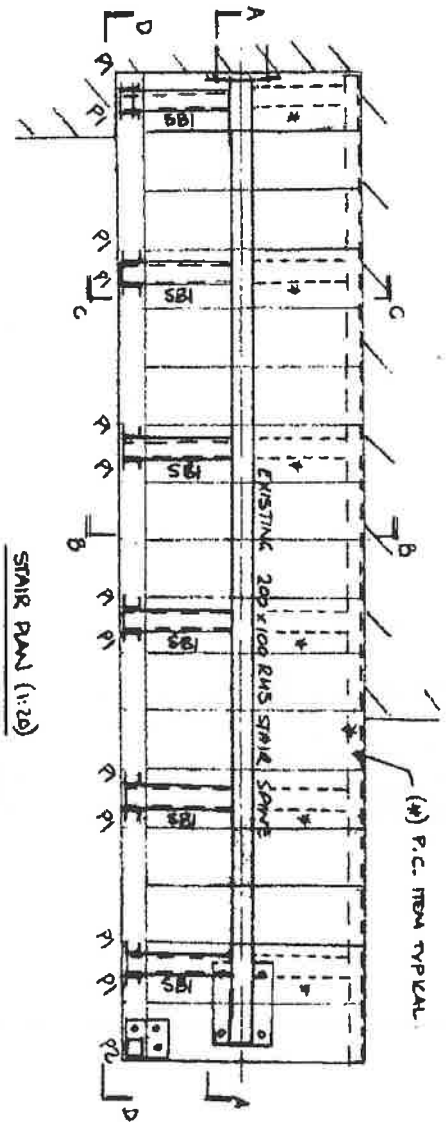
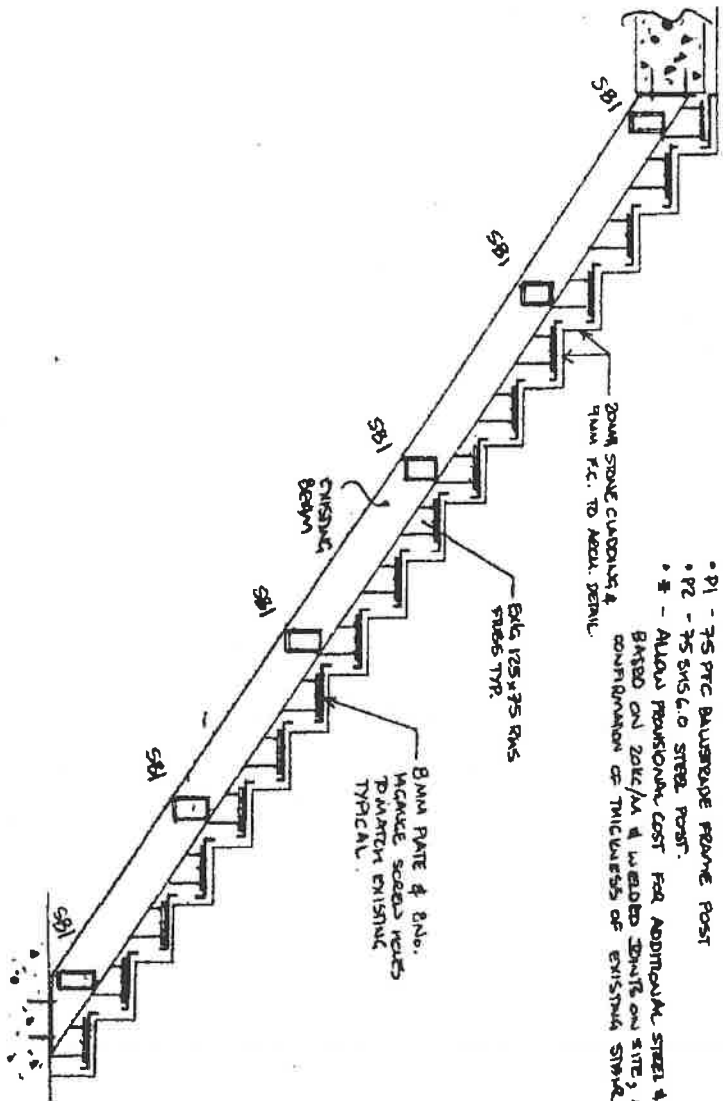
I possess indemnity insurance to the satisfaction of the building owner.

Full Name of Designer:	Robert Grava
Qualifications:	B.E. Civil M.I.E. Aust.NPER
Address of Designer:	61A the Centre, Forestville NSW 2087
Business Telephone No:	9451 4411 9975 9974Fax
Name of Employer:	Burgess Arnott & Grava Pty. Ltd.
Signature	



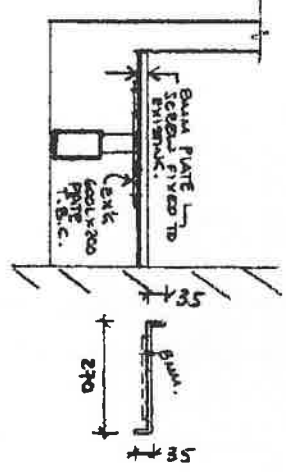
for
R GRAVA M.I.E. AUST. C.P. EngNPER
Director.

61A The Centre, Forestville, N.S.W., 2087 ■ P.O. Box 69, Forestville, N.S.W., 2087
Ph: 9451 4411 ~ 9451 6772 ■ Fax: 9975 2274 ■ Email: rob@gravaconsulting.com.au



- STAIR PLAN (1:20)
- TREADS OMITTED FOR CLARITY.
 - S1 - 150x100 R.N.S. B.O. FULLY WELDED TO EXIST. BEAM
 - P1 - 75 P.C. BALUSTRADE FRAME POST
 - P2 - 75x50x6.0 STEEL POST
 - 3 - ALLOW PROVISIONAL COST FOR ADDITIONAL STEEL & FABRICATION BASED ON 2016/17 & WELDED JOINTS ON SITE, SUBJECT TO CONFIRMATION OF THICKNESS OF EXISTING STEEL BEAM.

Section B-B (1:20)



PROJECT NO.		2016-185
TITLE		POWELL ROAD & DETAILS
DWG.		S. 01
SCALE: 1:20 @ A3		0.5M
DESIGNED: B. SIMPSON		
ISSUED: (A)		18.11.2016



Special By-law No. 10 – Common Property Rights and Exclusive Use for Building Works (lot 101) (Passed 29 June 2017)

PREAMBLE

- 1.1 This by-law is made pursuant to Division 3 of Part 7 of the *Strata Schemes Management Act 2015* ("**the Act**").
- 1.2 The purpose of the by-law is to confer on the owner of lot 101 in Strata Plan 80052:
 - (a) a right of exclusive use and enjoyment on parts of the common property occupied by the works carried out by the owner; and
 - (b) a special privilege to carry out the works in respect of that part of common property.
- 1.3 The owner is the owner of lot 101 in strata plan 80052.
- 1.4 The rights conferred by this Special By-Law shall endure for the benefit of the owner.
- 1.5 To the extent of any inconsistency between this Special By-Law and any other by-laws registered against CP/SP80052, the provisions of this by-law shall prevail.

DEFINITIONS & INTERPRETATION

- 1.6 In this by-law, the following terms are defined to mean:
 - (a) **Act** means the *Strata Schemes Management Act 2015*.
 - (b) **Authority** means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot and/or common property including the local council.
 - (c) **Bond** means the sum of \$10,000.00 (Ten thousand dollars) or such other sum as determined by the owners corporation from time to time.
 - (d) **Building** means the building situated at SYDNEY WHARF, 56-56A PIRRAMA RD, PYRMONT NSW 2009.
 - (e) **Building Manager** means the building manager appointed by the owners corporation.
 - (f) **Council** means the Council of the City of Sydney.
 - (g) **Lot** means lot 101 in Strata Plan 80052.
 - (h) **Owner** means the owner for the time being of lot 101 in Strata Plan 80052.
 - (i) **Plan** means the plan annexed to this by-law marked "**A**".
 - (j) **Strata Scheme** means the strata scheme relating to Strata Plan No 80052.

- (k) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
1. General Works throughout the apartment:
 - (a) Paint all walls, ceiling and doors
 - (b) Sand and refinish timber flooring (but not otherwise change or replace)
 - (c) New light fittings and switches. Potentially repositioning some power points
 - (d) Replace air-condition grids and potentially repositioning
 - (e) New curtains and shading system
 - (f) Replace carpet flooring with carpet
 - (g) Adapt bulkheads where necessary
 2. Bathrooms
 - (a) Bathrooms stripped out and updated with position of hot/cold and waste water to remain approximately the same. Tiles and water proofing membrane replaced. All fixtures replaced.
 3. Bedrooms
 - (a) New built-in furniture and loose furniture
 4. Living and Dining Areas – including as depicted on the Plan
 - (a) Fireplace repositioned, with flue through bulkhead to existing terrace outlet Wall to master-bedroom adjusted
 - (b) New built-in and loose furniture
 5. Kitchen
 - (a) Strip out and replace existing kitchen cabinetry. Position of hot/cold and waste water to remain approximately the same
 6. Entrance – including as depicted on the Plan
 - (a) Wall cladding
 - (b) Built in furniture and sliding door system to living area
 7. Laundry – including as depicted on the Plan
 - (a) New Layout. Replace tiles, water proofing membrane and cabinetry
 - (b) Reposition door

(c) Reposition Hot/cold and waste water connections

8. Terrace

(a) Rejuvenate external timber decking

(b) Install new barbeque

1.7 Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words attributed under the Act.

1.8 Words importing the singular include the plural and vice versa, and words importing a gender include any gender.

RIGHTS

1.9 Subject to clauses of this by-law, the Owner shall have:

- (a) a special privilege in respect of common property to erect and keep the Works to and on the common property;
- (b) the exclusive use of those parts of the common property occupied by the Works.

CONDITIONS

Documentation

1.10 Before commencing the Works the Owner shall submit to the owners corporation for its approval:

- (a) the Bond which shall be held by the owners corporation and returned to the Owner upon completion of the Works minus any cost for damage occasioned to the common property as a result of the Works. Any cost of damage exceeding the Bond amount will be invoiced separately to the Owner;
- (b) the completed plans of the Works as referred to in clause 1.6 of this by-law.
- (c) copies of certificates of insurance for the contractors engaged by the Owner to carry out the Works (including public liability);
- (d) evidence of the licence or certification of the contractors engaged by the Owner to carry out the Works;
- (e) any development approval, complying development certificate or building consents as may be required by Council pursuant to the *Environmental Planning and Assessment Act 1979*; and
- (f) an estimated date for commencement and completion of the Works; and
- (g) if requested by the owners corporation, a report from an independent structural engineer recording the impact (if any) the Works may have on the structural integrity of the Building.

- 1.11 The Owner acknowledges that any changes to the Works and/or the Plans may require further approval from the owners corporation.
- 1.12 At least five days prior to the commencement of the Works the Owner shall make arrangements with the Building Manager regarding:
- (a) the suitable times and method for the Owner's contractors to access the Building; and
 - (b) the suitable times and method for Contractors to park their vehicles whilst the Works are being conducted.

Performance of Works

- 1.13 In performing the Works, the Owner must:
- (a) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - (b) protect the Building both internal and external to the lot from damage:
 - (i) by the Works;
 - (ii) by the installation or removal of the Works; and
 - (iii) by the transportation of construction material, equipment, debris and other material required to install and maintain the Works;
 - (c) protect all common property areas in the manner reasonably acceptable to the owners corporation;
 - (d) keep all areas of the Building outside the Lot clean and tidy;
 - (e) only perform the Works at the following times:
 - (i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering) between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling) for a single four (4) hour period in any given week (excluding Sundays and public holidays);
 - (iii) for any other activities between 8.00 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 1.00 pm on Saturday (inclusive); and
 - (f) provide to the Building Manager at least 48 hours notification of any noisy building activities intended to be carried out by the Owner's contractors;
 - (g) not carry out the Works on Sundays and/or public holidays;
 - (h) keep the apartment door to the Lot closed at all times whilst the Works are being conducted to prevent the egress of dust onto the common property or any other lot;

- (i) immediately arrange for the private removal of all building refuse from the Building (no building materials or refuse of any kind is to be placed in the common property garbage chute, bins or skips or other common property areas);
- (j) not create noise that causes discomfort, disturbance, obstruction or interference with activities of any other occupier of the Building;
- (k) ensure that the common property is cleared of any waste created by the Works daily and in accordance with the owners corporation's directions;
- (l) ensure that flooring works do not have:
 - (i) mechanical connections to the perimeter of the floor or any floor junction to the building structure (such as columns) at any time; and
 - (ii) mechanical fixings through the timber floor system, without the prior written approval of the owners corporation;
- (m) comply with all requirements of the owners corporation, the Strata Scheme's by-laws and all directions, orders and requirements of all relevant statutory authorities and shall be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (n) upon reasonable notice, permit the Building Manager access to the Lot for the purpose of ensuring that the Owner is carrying out the Works in accordance with this Special By-Law.

Statutory and Other Requirements

1.14 The Works shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the drawings and specifications approved by Council (where required) and the owners corporation.

1.15 The Owner must comply with all requirements of the owners corporation, the by-laws of the Strata Scheme and all directions, orders and requirements of all relevant statutory authorities including Council relating to the Works and shall be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;

1.16 The Owner shall ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and

1.17 The Owner shall comply with the provisions of the *Home Building Act 1989* including, but not limited to, section 18B.

Requirements Following Completion of the Works

- 1.18 Within fourteen (14) days from completion of the Works, the Owner shall provide to and if requested by the owners corporation a certificate from a structural engineer (approved by the owners corporation) that the Works have been satisfactorily completed and do not impact adversely on the structural integrity of the Building

Maintenance

- 1.19 The Owner must properly maintain and keep the common property and those parts of the Lot to which the Works are attached in a state of good and serviceable repair.
- 1.20 The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Liability

- 1.21 The Owner is liable for any damage caused to any part of the common property or any other lot as a result of the installation, removal, replacement, repair, attachment or use of the Works and will make good that damage immediately after it has occurred.

Indemnity

- 1.22 The Owner must indemnify the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any lot or common property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of the installation, removal, replacement, repair, attachment or use of the Works.
- 1.23 Without limiting the generality of clause 1.19, should the owners corporation be required to carry out work as specified in section 122 of the Act as a result of the Owner's installation, removal, replacement, repair, attachment or use of the Works, the Owner must indemnify the owners corporation against any liability or expense suffered by the owners corporation in rectifying any damage to the common property or any lot under this provision.

Cost of Works

- 1.24 The Works and any other works required to be undertaken by the owners corporation pursuant to this by-law are undertaken at the cost of the Owner.

Cost of By-law, Approvals and Certification

- 1.25 The Owner shall indemnify the owners corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of works required to be carried out by the owners corporation pursuant to this by-law (including legal costs) and will pay those amounts to the owners corporation upon demand.

Owner's Fixtures

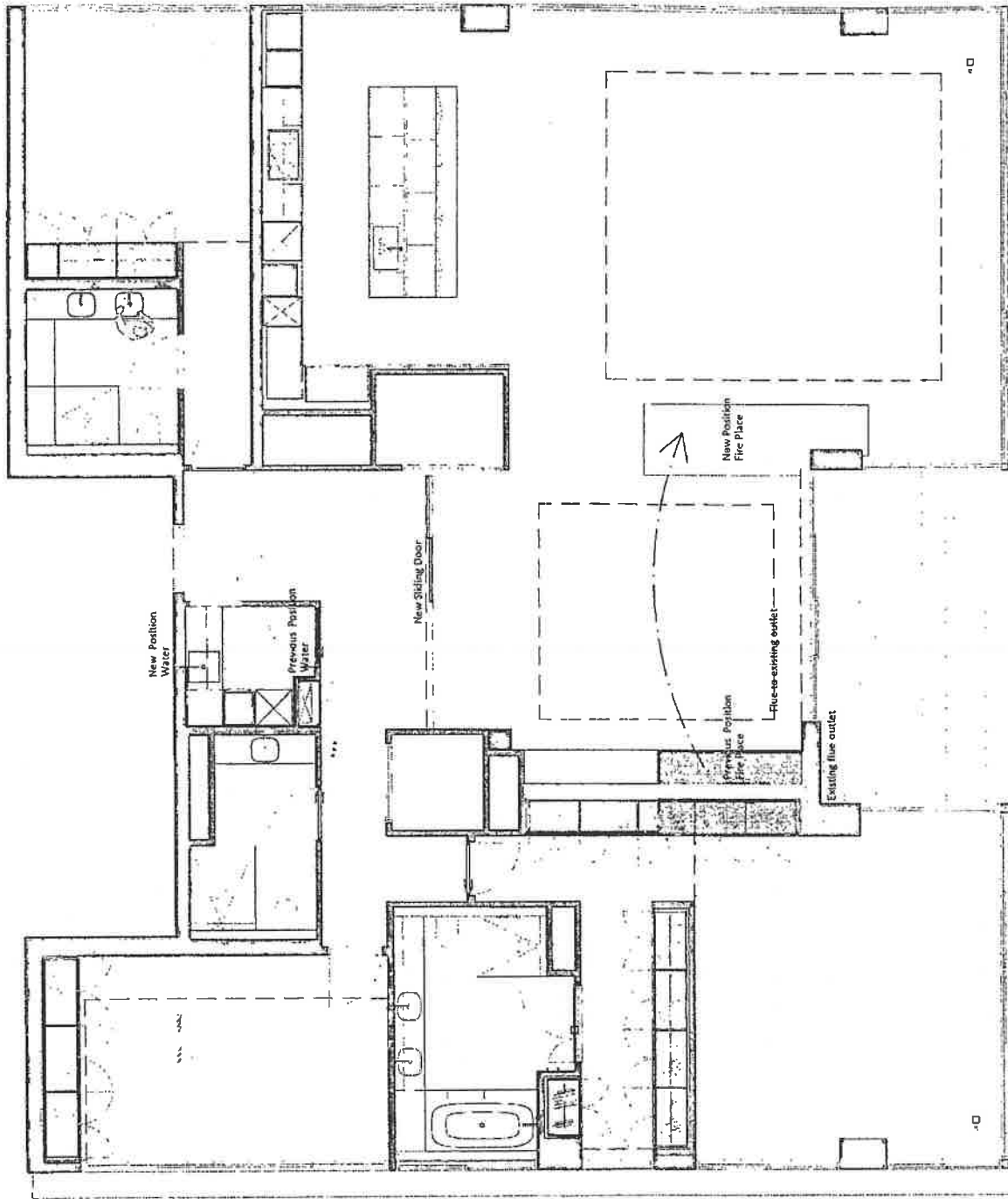
- 1.26 The Works shall remain the Owner's fixtures.

Right to Remedy Default

1.27 The Owner and the owners corporation acknowledge and agree that if the Owner fails to comply with any obligation under this by-law, then the owners corporation may:

- (a) request, in writing, that the Owner comply with the terms of it;
- (b) without prejudice to any other rights, be able to enter upon any of the parcel by its agents, employees and contractors, including the Lot, to carry out reasonable work to rectify the failure to comply with the obligations under this by-law;
- (c) recover the costs of carrying out that work from the Owner. Such costs, if not paid at the end of one month after becoming due and payable bear, until paid, simple interest at an annual rate of 10%. The owners corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the owners corporation incurred in recovering those amounts;
- (d) for the avoidance of doubt, the reference to expenses in paragraph (c) above includes (but is not limited to) legal costs and disbursements, strata managing agent fees, expert fees or other costs, expenses or liabilities incurred in or in connection with the enforcement or with or in consequence of the Owner's failure to comply;
- (e) include any expenses due by the Owner pursuant to paragraph (c) above in the Levy Register for the Lot maintained pursuant to clause 24 of the *Strata Scheme Management Regulation 2016* and must include any such expenses in any certificate issued pursuant to section 184 of the Act in respect of the Lot.

Annexure 'A'



- General Works throughout the apartment:
- Painting of all walls, ceiling and doors
 - Sanding and refinishing timber flooring
 - New light fittings and switches, potential repositioning of some power points
 - Replacing air-conditioning grids and potentially repositioning
 - Replacing and shading system
 - Replacing of carpet flooring
 - Adjusting built-in furniture where necessary
- Bathrooms
- Bathrooms are to be stripped out and updated, including new fixtures and fittings, and new waterproofing, all fixtures will be replaced

Bedrooms

- New built-in furniture and loose furniture

Living and Dining Areas

- Fireplace will be repositioned, flue through bulkhead to existing flue outlet
- Wall to be installed with the existing
- New built-in furniture and loose furniture

Kitchen

- Strip out the existing kitchen and replace it to a new one, position of hot/cold and waste water remain approximately the same

Entrance

- Wall sliding
- Built in furniture and sliding door system to living area

Laundry

- New layout, sink and furniture will be replaced
- Door will be repositioned
- Hot/cold and waste water will be repositioned

Terrace

- Reposition external timber decking
- New 8cm que

Demolition

New walls

Item	Description	Quantity	Unit	Value
1	DEMOLITION	1	m ²	10.00
2	NEW WALLS	1	m ²	10.00
3	NEW WALLS	1	m ²	10.00
4	NEW WALLS	1	m ²	10.00
5	NEW WALLS	1	m ²	10.00
6	NEW WALLS	1	m ²	10.00
7	NEW WALLS	1	m ²	10.00
8	NEW WALLS	1	m ²	10.00
9	NEW WALLS	1	m ²	10.00
10	NEW WALLS	1	m ²	10.00

Sydney Wharf 9

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Apartment Floor Plan

20.03.17 CO JS

1:50

Project Number: 600
 Drawing Number: A4310 A

FOR TENDER

Drawn by: [Name]
 Checked by: [Name]
 Approved by: [Name]

Approved Form 10

Certificate re Initial Period


The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an
exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing
being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 80052 was affixed on 19/12/2017 in the presence of the
following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing
of the seal.

Signature:



Name: Michael McCormack.....

Authority:



Signature:

Name:

Authority:





**LAND
REGISTRY
SERVICES**



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 02/11/2020 09:45

Order No. 64919598

Certificate No: 99321640

Your Reference: DM:30104736:GILBERT

Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AQ314192

Available: Y

Size (KB): 4689

Number of Pages: 160

Scan Date and Time: 13/08/2020 12:01

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AQ314192K

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

(A) TORRENS TITLE	For the common property CP/SP80052	
(B) LODGED BY	Document Collection Box 1024D	Name, Address or DX, Telephone, and Customer Account Number if any McCormacks Solicitors Suite 5:01, Level 5, 151 Castlereagh St LLPN 123 732S Sydney NSW 2000 Reference: Strata Plan no. 80052
		CODE CH

- (C) The Owners-Strata Plan No. 80052 certify that pursuant to a resolution passed on 13/4/2020 and
- (D) in accordance with the provisions of Section 141 of the Strata Schemes Management Act 2015 the by-laws are changed as follows—
- (E) Repealed by-law No.
Added by-law No. Special By-Law 14
Amended by-law No.
as fully set out below:

Refer to Annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 80052 was affixed on 4/8/2020 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Hugh McCormack

Authority: Strata Manager

Signature:

Name:

Authority:



Annexure A - Consolidation of by-laws for Strata Plan No. 80052

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1 Definitions and interpretation

1.1. Definitions

The following words have these meanings in these By-laws, unless a contrary intention appears:

Act means the *Strata Schemes Management Act 2015*;

Air Conditioning Components means the air conditioning components referred to in By-laws 32.1 and 32.3.

Authorised Users means a Residential Owner, a Residential Occupier and a person on the Parcel with the express or implied consent of a Residential Owner or Residential Occupier.

Building means the building on the Parcel known as Sydney Wharf.

Bicycle Storage Facilities means the bicycle storage facilities located on the Common Property within the Building.

Building Maintenance Program means the maintenance program prepared by a suitably qualified or licensed person for the maintenance of the Building.

By-law means these by-laws.

Car Space means a part of a Lot which has been approved by Council for use as a car space.

Car Wash Bay means the car wash bay located on Common Property designated by the Owners Corporation for use as such.

Commercial Garbage Room means the garbage room located on the ground level of the Building on Common Property marked "c" on the Strata Plan.

Commercial/Retail Lots means Lots 46 and 106 in the Strata Plan.

Commercial/Retail Occupier means an Occupier of a Commercial/Retail Lot.

Commercial/Retail Owner means an Owner of a Commercial/Retail Lot.

Commercial/Retail Users means a Commercial/Retail Owner, a Commercial/Retail Occupier and a person on the Parcel with the express or implied consent of a Commercial/Retail Owner or Commercial/Retail Occupier.

Common Property means the common property in the Strata Scheme.

Council means City of Sydney Council.

Development Act means the *Strata Schemes Development Act 2015 (NSW)*.

Easement means any easement, positive covenant and restriction on the use of land registered under the *Conveyancing Act 1919 (NSW)* benefiting and burdening Lots and Common Property, including easements for public access and public use of lifts and stairs created under the Development Consent.

Environment includes all aspects of the surrounding of human beings.

Environmental Laws means any law concerning the Environment and includes Laws concerning:

- (a) the carrying out of uses, works or development or the subdivision of land;
- (b) emissions of substances into the atmosphere, waters and land;
- (c) pollution and contamination of the atmosphere, waters and land;
- (d) production, use, handling, storage, transportation and disposal of:
 - (i) waste;
 - (ii) hazardous substances; and
 - (iii) dangerous goods;
- (e) threatened, endangered and other flora and fauna species; and
- (f) the health and safety of people,

Whether made or in force before or after the date of these By-Laws.

Excluded Dog means any of the following:

- (a) pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dog argentino;
- (d) a fini breazileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth Government; and
- (h) and unregistered or dangerous dog under the *Companion Animals Act 1998*.

Common Property Rights By-laws means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, part 7 of the Act. For clarity, "Exclusive Use By-Law" has the same meaning according to division 4, chapter 2 in part 5 of the *Strata Schemes Management Act 1996*.

Exclusive Use Seating Area means that part of the Common Property situated directly adjacent to Lot 106 marked "a" on the Strata Plan.

Strata Committee means the strata committee of the Owners Corporation.

Fire Safety Device means any structure or device contained within a Lot or Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Parcel;

- (b) provides lighting in the case of smoke, heat or fire within the Parcel;
- (c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel;
or
- (e) is required by Law for fire safety or that otherwise improves fire safety.

Garbage Room means the garbage rooms located on the basement level of the Building and on the ground floor of the Common Property marked "b" on the Strata Plan.

Gas Heating System means the gas heater and associated pipes, conduits and the like that exclusively services Lot 45 and Lot 105, as the case may be.

Government Agency means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body or any accredited certifier or such person's successor or replacement pursuant to any law having jurisdiction over the Parcel.

Grease Arrestor means the grease arrestor and associated pipes, conduits and the like that exclusively service Lot 106.

Gymnasium means the gymnasium located on level 1 of the Building on the Common Property.

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority.

Landlord means the lessor (as that term is defined in the *Development Act* from time to time for the Lots and Common Property. Where appropriate in the context, "**Landlord**" also includes agents, employees, invitees and licensees of the Landlord.

Lot means a lot (as defined in the Act) in the Strata Plan.

Lot Lease means the lease entered into by an Owner and the Landlord in respect of a Lot.

Maintenance Program is the maintenance program for the piles, substructures, seawalls and associated structural elements within the Common Property. The Maintenance Program is contained in Schedule 1.

Occupier means the occupier, licensee or person in lawful possession of a Lot.

Owner means:

- (a) the owner (as that term is defined in the *Development Act*) for the time being of a leasehold interest in a Lot;
- (b) if a Lot is subdivided or re-subdivided, the owners (as that term is defined in the *Development Act*) for the time being of a leasehold interest in the new Lots;

(c) for an Exclusive Use By-Law, the owner (as that term is defined in the Development Act) of the Lot (or Lots) benefiting from the Exclusive Use By-Law and

(d) a mortgagee in possession of a Lot.

Owners Corporation means the Owners Corporation constituted on registration of the Strata Plan.

Owners Corporation Manual means the owners corporation manual adopted by the Owners Corporation at a general meeting.

Parcel means the land comprised in the Strata Scheme.

Permitted Person means a person on the Parcel with the express or implied consent of an Owner or Occupier and includes the invitees, agents, contractors and service providers of an Owner or Occupier.

Public Access Areas means those areas within the Common Property which are subject to an Easement for public access created on the Strata Plan.

Recreational Facilities means the Swimming Pool and Gymnasium.

Residential Lobby Area means that part of the Common Property predominantly used for the purpose of a lobby area.

Residential Lots means Lots 1 - 45 and 47 - 105 in the Strata Plan.

Residential Occupier means an Occupier of a Residential Lot.

Residential Owner means an Owner of a Residential Lot.

Rules means the rules made under these By-laws.

Security Key means a key, magnetic or other device used to:

- (a) open and close gates or locks; or
- (b) operate alarms, security systems or communications systems.

Small Dog means any breed of dog which:

- (a) at its full grown size does not exceed 10 kilos; and
- (b) is not an Excluded Dog.

Strata Plan means the strata plan registered with these By-laws.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Swimming Pool means the swimming pool which is located on level 1 of the Building on the Common Property.

Vehicle includes a car, motor cycle, boat, trailer, caravan or other towable item.

Visitor Car Parking means those areas of Common Property designated as car spaces for parking of motor vehicles by visitors to the Strata Scheme.

1.2. Interpretation

A word appearing and not defined in these By-laws but defined in the Act has the meaning under the Act.

In these By-laws unless the contrary intention appears a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
- (d) this instrument includes any variation or replacement of it.

The word "includes" in any form is not a word of limitation.

A reference to Law includes all Law amending, consolidating or replacing Law.

1.3. Severability

If the whole or any part of a provision of these By-laws is invalid or unenforceable, the validity or enforceability of the remaining By-laws are not affected.

1.4. Headings

Headings are inserted for convenience of reference only and must be ignored in the interpretation of these By-laws.

1.5. Owners Corporation approval

A person must make an application for the approval of the Owners Corporation under these By laws in writing.

Subject to an express provision in these By-laws the Owners Corporation may in its absolute discretion:

- (a) give approval conditionally or unconditionally; or
- (b) withhold its approval.

1.6. Conditions of approval

An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of approval.

1.7. Manner of approval

Subject to an express provision in these By-laws or any provision of the Act, approvals by the Owners Corporation under these By-laws may be given by;

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.

1.8. By-laws subject to lease

Nothing in these By-laws gives an Owner, Occupier or Owners Corporation approval to do anything which is prohibited or regulated by a lease with the Landlord.

1.9. Approval must be in writing

The Owners Corporation must give any approval required under these By-laws in writing.

2 Introduction

2.1 Leasehold Strata Scheme

The Building is a predominantly residential leasehold Strata Scheme with 104 residential Lots and 2 retail/commercial Lots.

The Landlord is the owner of the freehold estate in the Parcel.

2.2 Owners Corporation lease

The Owners Corporation has a lease with the Landlord for the Common Property. The Landlord is the landlord and the Owners Corporation is the tenant. The Owners Corporation must comply on time and at its cost with its lease with the Landlord for the Common Property.

2.3 Lot leases

Each Lot in the Strata Scheme is subject to a lease from the Landlord. The landlord is the Landlord and the tenant is the Owner. Each Owner must comply on time and at each Owner's cost with the lease with the Landlord for a Lot.

2.4 Consents under leases

Nothing in the By-laws gives an Owner or the Owners Corporation consent to do anything which is prohibited or regulated by a lease with the Landlord. A consent under the By-laws does not relieve an Owner or the Owners Corporation from obligations to obtain necessary consents under a lease with the Landlord.

2.5 Inconsistencies between the By-laws and leases

If there is any inconsistency between the By-laws and the terms of a lease with the Landlord for the Common Property or a Lot, the lease with the Landlord prevails to the extent of the inconsistency.

2.6 Purpose

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

2.7 Who must comply with the By-laws?

These By-laws set out the rules of the Strata Scheme and bind:

- (a) Owners;

- (b) Occupiers;
- (c) the Owners Corporation; and
- (d) mortgagees in possession of a Lot.

2.8 Changing the By-laws

The Owners Corporation may add, change and cancel By-laws only if adding, changing or cancelling the By-law does not conflict with the lease the Owners Corporation has with the Landlord for Common Property.

3 Behaviour of Owners, Occupiers and Permitted Persons

3.1 Behaviour

An Owner or Occupier must not create noise on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier or Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

3.2 Residential apartments

The Owners Corporation must ensure that a certificate signed by:

- (a) each Owner (excluding the Commercial/Retail Owners); or
- (b) the Owners Corporation; or
- (c) a solicitor,

is forwarded to Council every 12 months certifying that all apartments approved for residential use are either Owner occupied or are subject to a residential lease.

3.3 Some prohibitions

An Owner or Occupier must not:

- (a) obstruct lawful use of the Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier or a Permitted Person; or
- (c) deposit or throw any garbage overboard into any water adjacent to the Common Property or onto the Common Property; or
- (d) consume alcohol on any walkway or pontoon or pier; or
- (e) do anything on the Common Property which is illegal; or
- (f) do anything that might damage the good reputation of the Owners Corporation or the Strata Scheme; or
- (g) obstruct the lawful use of the Common Property by any person; or
- (h) bring or permit to enter, any heavy article which might cause structural damage to the Common Property.

3.4 Children

An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children (such as the car park and Recreational Facilities) if the child is accompanied by an adult exercising effective control.

3.5 Permitted Persons

An Owner or Occupier must ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

An Owner or Occupier must ensure that a Permitted Person complies with these By-laws in so far as they apply to Permitted Persons.

3.6 Smoking

An Owner or Occupier of a Lot must not, and must ensure Permitted Persons do not, smoke in stairwells, lifts, foyers and the car park forming part of the Common Property or such other parts of the Common Property as the Owners Corporation may designate from time to time (including the Recreational Facilities).

3.7 Skateboards

An Owner, Occupier or Permitted Person must not use or permit to be used in or on the Common Property skateboards, roller skates or roller blades.

3.8 Fishing

An Owner, Occupier or Permitted Person must not fish from the Common Property or part of a Lot.

3.9 Swimming, snorkelling or diving

An Owner, Occupier or Permitted Person must not swim, dive or snorkel from the Common Property.

3.10 Life safety equipment

The Owners Corporation must:

- (a) provide within the Public Access Areas proper and sufficient life saving appliances;
- (b) properly maintain the life saving appliances so that they are in good working order at all times; and
- (c) keep life saving appliances readily available for use.

The Owners Corporation must not use or permit the life saving appliances to be used other than for lifesaving purposes.

3.11 Responsibility for others

Owners must:

- (a) include in any lease or other agreement with an Occupier of its Lot provisions requiring the Occupier to refrain from breaching the By-laws;
- (b) if it sub-leases or licences its Lot, provide the Occupier with an up-to-date copy of the By-laws;
- (c) use reasonable endeavours to ensure that any Occupier of the Lot and their invitees refrain from breaching the By-laws; and
- (d) take all action reasonably available, including action under any lease or other agreement, to make an Occupier or its invitees refrain from breaching the By-laws or leave the Building.

3.12 Obligations for visitors

Owners and Occupiers must:

- (a) take all reasonable actions to ensure their visitors refrain from breaching the By-laws; and
- (b) make their visitors leave the Building if they do not refrain from breaching the By-laws.

3.13 Actions of others

An Owner or Occupier must not allow another person to do anything that it cannot do under the By-laws or the Owner cannot do under its Lot Lease with the Landlord.

4 Common Property

4.1 Approval of Owners Corporation

An Owner or Occupier may only do the following if that Owner or Occupier first obtains the approval of the Owners Corporation:

- (a) leave anything on the Common Property;
- (b) obstruct the use of the Common Property;
- (c) use any part of the Common Property for the Owner's or Occupier's own purposes;
- (d) erect any structure on the Common Property;
- (e) attach any item to the Common Property;
- (f) do or permit anything to be done to the Common Property which might cause damage; or
- (g) alter the Common Property.

4.2 Building Works and Alterations

By-law 19 ("Building Works and Alterations") applies to the carrying out of building works or alterations and may apply to paragraphs (a), (b), (d), (e), (f) or (g) above.

4.3 Cosmetic Works

By-law 4.1 ("Approval of Owners Corporation") does not prevent an Owner from carrying out cosmetic works pursuant to section 109 of the Act being:

- (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls,
- (b) installing or replacing handrails,
- (c) painting,
- (d) filling minor holes and cracks in internal walls,
- (e) laying carpet,
- (f) installing or replacing built-in wardrobes,
- (g) installing or replacing internal blinds and curtains,
- (h) any other work prescribed by the regulations for the purposes of section 109 of the Act.

4.4 Notice of damage or defect

An Owner or Occupier must:

- (a) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
- (b) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
- (c) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

4.5 Disposal of rubbish

Except with the prior approval of the Owners Corporation, an Owner or Occupier must not deposit or throw on to the Common Property any rubbish, dirt, dust or other material or discarded item.

4.6 Damage to Common Property

If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:

- (a) promptly notify the Owners Corporation of the damage caused; and
- (b) compensate the Owners Corporation accordingly.

4.7 Building maintenance

The Owners Corporation must:

- (a) adopt and carry out the Building Maintenance Program; and
- (b) have the Building Maintenance Program reviewed annually by a suitably qualified or licensed person.

4.8 Safety

The Owners Corporation must arrange for a suitably qualified or licensed person to carry out an annual safety inspection of the Common Property.

4.9 Fire Safety

The Owners Corporation must:

- (a) prominently display in the Building the fire safety certificate together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
- (b) arrange for annual inspection of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
- (c) provide a copy of a report of the annual inspection referred to in this By-law 4.9(b) to Council.

5 External Appearance

5.1 General

An Owner or Occupier must not keep anything within a Residential Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the approval of the Owners Corporation.

5.2 Window coverings

To ensure the architectural integrity of the Building, window coverings including louvres, curtains or blinds must be white in colour or of a colour consistent with the external metal louvres when viewed from the exterior of the Building of a Residential Lot.

5.3 Signage

Subject to By-laws 5.4 ("Permitted signage") and 18 ("Commercial/Retail Lots") an Owner or Occupier must not erect any signage (whether temporary or permanent) on Common Property or such that can be seen from outside a Lot without the approval of the Strata Committee and if required, any Government Agency.

5.4 Permitted signage

An Owner or Occupier may erect "for sale" or "for lease" signs within an area of not more than 1 square metre within a Lot or an area of Common Property designated for that purpose for a period of not more than four months without the approval of the Strata Committee.