

K 900245



THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED ON EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

R.P. 19a. No.

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Fee: 2 4  
Lodgment 1 1  
Endowment 1 1

\$ 13.00  
18/12/67

**B. H. M. HOLDINGS PTY. LIMITED**

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend beyond any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One dollar (\$1.00) (the receipt whereof is hereby acknowledged) paid to it by

**THE PROPRIETORS - STRATA PLAN NO. 3035**

and grant do hereby transfer to

**THE PROPRIETORS - STRATA PLAN NO. 3035 of 37/38 East**

**Esplanade, Manly**

(herein called transferee)

Out of ALL such its Estate and Interest in ALL the land mentioned in the schedule following:-

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Vol.	
Cumberland	Manly Cove	Whole	10474	62	

10474/62  
10474/62

793940

And the transferee covenant(s) with the transferor

(a) A right of carriage way as appurtenant to the land comprised in Strata Plan No. 3033 being the land comprised in Certificate of Title Volume 10320 Folio 191 over that piece of land within Lot 2 Deposited Plan 227901 marked "proposed right of carriage way variable width" in Deposited Plan No. 234898 limited in height to the underside of the concrete slab presently erected over part thereof and to the height of Eight (8) feet between points G, H, J. and K on the said Deposited Plan No. 234898.

Common property

4 Strike out if unnecessary, or suitably adjust.

(i) If any easements are to be created or any alterations to be made; or

(ii) If the statutory provisions imposed by the Act are intended to be varied or modified.

Contracts should comply with the provisions of Section 54 of the Conveyancing Act, 1919.

(b) A right to have the building presently erected on the land comprised in Certificate of Title Volume 10320 Folio 191 supported by a strip of land within Lot 2 Deposited Plan No. 227901 marked "proposed easement for support var. width" in Deposited Plan No. 234898.

on the common property of Strata Plan 3033

ENCUMBRANCES, &c., REFERRED TO:

1. Mortgage K342731 /
2. Mortgage K747295 /

4 A very short note will suffice.

K 111-3

1 DEC 18 PM 2.31

CERTIFICATE OF BODY CORPORATE

Conveyancing (Strata Titles) Act, 1961.

In pursuance of the provisions of the Conveyancing (Strata Titles) Act, 1961, The Proprietors - Strata Plan No. 3035 hereby certifies that the proprietors of lots in the said Strata Plan by unanimous resolution, duly passed, directed the said body corporate to execute the instrument hereunder recited and that all persons having registered interests in the parcel and all other persons having interests (other than statutory interests) which have been notified to the body corporate have consented in writing to the release of those interests in respect of the land comprised in such instrument:

Instrument: Transfer and Grant of easement dated 8th December, 1967, from B. H. M. Holdings Pty. Limited to The Proprietors - Strata Plan No. 3035 of a right of carriage way and easement for support out of the land in Certificate of Title Volume 10474 Folio 62.

THE COMMON SEAL of THE PROPRIETORS - STRATA PLAN NO. 3035 was hereunto affixed on the

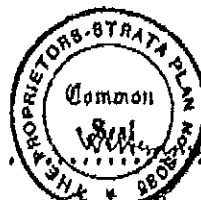
*8th* day of *December* 1967, by

Robert John Hoddinott, William Thomas Merriman and Douglas Ross Beggs, two Directors and the Secretary of B. H. M. Holdings Pty. Limited the sole member of the body corporate:

*D. R. Beggs*  
Secretary.

THE COMMON SEAL of B. H. M. HOLDINGS PTY. LIMITED was hereunto affixed by order of the Directors and in the presence of:

*D. R. Beggs*  
Secretary.



Directors.

Sole Member of the Council.



Directors.



LODGED BY

*Lightoller, Lally, & Brady*

No. **K 900245**

FEES.		DOCUMENTS LODGED HEREWITH.	
The Fees, which are payable on lodgment, are as follows:-		To be filled in by person lodging dealing.	
(a) £1 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £1. Where such instrument is to be entered on more than one folio of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.		1	} Received Docs. Nos.  Receiving Clerk.
(b) A supplementary charge of 6s. is made in each of the following:-		2	
(i) Where a restrictive covenant is imposed; or		3	
(ii) A new easement is created; or		4	
(iii) A partial discharge of mortgage is entered on the transfer.		5	
		6	

**PARTIAL DISCHARGE OF MORTGAGE!**  
(N.B.—Before execution read marginal note.)

**BANK OF NEW SOUTH WALES**

*K747296*  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage, consent to the within Transfer and Grant of Right of Carriageway, BUT without prejudice to its rights powers and remedies under such mortgage against the Mortgagor personally and as regards the balance of the lands comprised therein.

This discharge is appropriate to a transfer of part of the land in the mortgage. The mortgage should contain a formal discharge where the land transferred is the whole of or the residue of the land the Certificate of Title or Crown Grant of the whole of the land is the mortgage.

Signed for and on behalf of the **BANK OF NEW SOUTH WALES** at Sydney on the thirteenth day of December, 1967 by **KENNETH STUART CRICK** and **FRANK CHARLES THOMAS** its duly constituted Attorneys who are personally known to me

**BANK OF NEW SOUTH WALES** by its Attorneys who hereby respectively state that at the time of their executing this instrument they have no notice of the revocation of the Power of Attorney registered No. 64793 (Miscellaneous Register) under the authority of which they have executed this instrument.

Assistant Chief Security Officer, and

*John R. Ford*  
**John R. Ford** Joint State Manager, New South Wales.

INDEXED	MEMORANDUM OF TRANSFER
<i>and grant of right of carriageway</i>	
Obtained by	Particulars entered in Register Book.
Filed in P.O.E. by	
Signed by	on <u>7-12-1968</u>
	at <u>10 am</u>
	<i>Jonathan</i> Registrar-General

Mortgagee's consent under Mortgage No. K is attached hereto and marked with the letter "A"

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

**PROGRESS RECORD.**

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs. & Cancellation Clerk		
Vol.		Vol.

K 111



IK 900246

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED ON WHERE THE SDDLE TRANSFER FORM IS UNSUITABLE



N.S.W. SOUTH WALES

R.P. 18a. No.

New South Wales

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900.

Endorsement

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

xxx

18/12/07  
\$13,000

In pursuance of its power under the Conveyancing (Strata Titles) Act,

1961, THE PROPRIETORS - STRATA PLAN NO. 3035 (herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described; subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of

One dollar

(\$ 1.00 ) (the receipt whereof is hereby acknowledged) paid to it by

B. H. M. HOLDINGS PTY. LIMITED

and grant  
do hereby transfer to

B. H. M. HOLDINGS PTY. LIMITED a duly incorporated Company

having its registered office at 25 The Corso, Manly

(herein called transferee)

Out of of all proprietors  
ALL such the Estate and Interest in ALL the land mentioned in the schedule following:-

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Manly Cove	Part of the Common Property in Strata Plan No. 3035			

11/11/07 10:18 K 1113 3 V. G. M. BULL, Registrar-General

725962

1518858

And the transferor covenant(s) with the transferee

(a) A right of carriage way as appurtenant to the land in Certificate of Title Volume 10474 Folio 62 over those parts of the Common Property in Strata Plan No. 3035 ~~within Lot 1 Deposited Plan No. 234898~~ marked "proposed right of carriage way variable width" and "proposed right of carriage way (15'2 1/2" wide)" in Deposited Plan No. 234898 limited in height to the underside of the concrete slab presently erected thereover and to the height of Eight (8) feet between points A, B, C, D, E, and F on the said Deposited Plan No. 234898.

(b) A right to have the building presently erected on the land comprised in Certificate of Title Volume 10474 Folio 62 supported by part of the Common Property in Strata Plan No. 3035 being a strip of land within ~~Lot 1 Deposited Plan No. 234898~~ marked "proposed easement for support var. width" in Deposited Plan No. 234898,

d. Stride out if necessary, or suitably adjust.

(i) If any easements are to be created or any exceptions to be made; or

(ii) If the statutory requirements imposed by the Act are intended to be varied or modified.

Conveyance should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO:

1. Mortgage K300632
2. Mortgage K518858
3. Covenant in Instrument K866003 ✓

\* A very short pole will suffice.

K1151-2



31 DEC 18 PM 2:31

CERTIFICATE OF BODY CORPORATE

Conveyancing (Strata Titles) Act, 1961.

In pursuance of the provisions of the Conveyancing (Strata Titles) Act, 1961, The Proprietors - Strata Plan No. 3035 hereby certifies that the proprietors of lots in the said Strata Plan by unanimous resolution,, duly passed, directed the said body corporate to execute the instrument hereunder recited and that all persons having registered interests in the parcel and all other persons having interests (other than statutory interests) which have been notified to the body corporate have consented in writing to the release of those interests in respect of the land comprised in such instrument:

Instrument: Transfer and grant of easement dated 8th December, 1967, from The Proprietors - Strata Plan No. 3035 to B. H. M. Holdings Pty. Limited of a right of carriage way and easement for support over part of the common property in Strata Plan No. 3035.

THE COMMON SEAL of THE PROPRIETORS - STRATA  
PLAN NO. 3035 was hereunto affixed on the  
8<sup>th</sup> day of December 1967, by  
Robert John Hoddinott, William Thomas  
Marriman and Douglas Ross Beggs, two  
Directors and the Secretary of B. H. M.  
Holdings Pty. Limited the sole member of  
the body corporate:

Secretary

THE COMMON SEAL of B. H. M. HOLDINGS PTY.  
LIMITED was hereunto affixed by order of  
the Directors and in the presence of:

Secretary



Directors.

Sole Member of the  
Council.



Directors.

THIS IS THE ANNEXURE MARKED "A" MENTIONED AND REFERRED TO IN  
MEMORANDUM OF TRANSFER BETWEEN THE PROPRIETORS - STRATA PLAN  
NO. 3035 (TRANSFEROR) and E.H.M. HOLDINGS PTY. LIMITED  
(TRANFEREE)

WALMARC FINANCE PTY. LIMITED mortgages under Mortgage No. <sup>K300672</sup>~~K34279~~  
consents to the within Transfer and Grant of Right of Carriageway  
and Right of Easement for Support BUT without prejudices to its  
rights powers and remedies under such Mortgage against the  
Mortgagor personally and as regards the balance of the lands  
comprised therein.

THE COMMON SEAL of WALMARC FINANCE  
PTY. LIMITED was hereunto affixed by  
the authority of the Board of  
Directors previously given and in  
the presence of:



*[Signature]*  
Secretary

B

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him and that he appeared fully to understand the same.

Except in New South Wales, any document in which an instrument is signed or acknowledged before the Registrar-General, or a Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above mentioned officers who having received an affidavit as to the truth of the statements set out in the 104 (1) (b) of the Real Property Act, should sign the certificate at the foot of this page.

Sections may be proved where the parties are resident:

(a) in any part of the British Empire outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such part, or before any Judge, Magistrate, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Governor-General, or Secretary of State, or any other person of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part of such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom or signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Honorary Consul, Consul Agent and Acting Consul Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent) and (iii) a person appointed to hold or act in the office of Consul, Official Secretary or Assistant Official Secretary at the Australian Consulate-General in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London or of the State of New South Wales or of Secretary, N.S.W. Government Office, London, who should annex his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the Chief Justice may appoint.

to be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other fit person before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

to be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other fit person before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

to be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other fit person before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at Sydney

the 24 day of December 1967.

Signed in my presence by the transferor  
**THE COMMON SEAL OF THE PROPRIETORS - STRATA PLAN NO. 3036**  
was hereunto affixed on the 24 day of December 1967 by Robert John Hoddinott, William Thomas Henry Morris and Douglas Ross Beggs two Directors and the Secretary of B. H. M. Holdings Pty. Limited the sole member of the Council Corporate:

Secretary



Transferor.

Directors.

Sole Member of the Council.

**THE COMMON SEAL of B. H. M. HOLDINGS PTY. LIMITED** was hereunto affixed by order of the Directors and in the presence of:

Secretary

I accept and hereby certify this Transfer to be correct for the purposes of the Real Property Act.



Directors.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.



Transferor.

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19  
Signed in the presence of--

### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at the day of one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Co-signatory, and renders any person liable or significantly certifying false in a penalty of £20; who to damages recoverable by parties injured. Attendance by the Solicitor or Co-signatory (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. Where the instrument contains some special consent by the Transferor to a mortgage, annuity, or lease, the Transferor must sign personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

No. **K 900246**

LODGED BY Lightoller, J. & B. Co

**FEES.**

The Fees, which are payable on lodgment, are as follows:-

- (1) 2s 6d. when the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise 2s. Where such lodgment is to be ordered on more than one folium of the register, an additional charge of 6d. is made for every Certificate of Title or Crown Grant after the first.
- (2) A supplementary charge of 1s is made in each of the following:-
  - (a) Where a rectification is ordered to be entered; or
  - (b) A new certificate is issued; or
  - (c) A partial discharge of mortgage is ordered on the transfer.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

1	} Received Docs. Not.
2	
3	
4	
5	} Receiving Clerk.
6	

**PARTIAL DISCHARGE OF MORTGAGE.**

(N.B.—Before execution read marginal note.)

**BANK OF NEW SOUTH WALES**

mortgages under Mortgage No. K518858

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage, consents to the within Transfer and Grant of Right of Carriage, BUT WITHOUT PREJUDICE to its rights powers and remedies under such mortgage against the Mortgagor personally and as regards the balance of the lands comprised therein.

This discharge is applicable to a transfer of part of the land in the Mortgage. The Mortgage should enclose a formal discharge when the land transferred is the whole of or a residue of the land the Certificate of Title or Crown Grant of which the whole of the land is the mortgage.

Signed for and on behalf of the  
BANK OF NEW SOUTH WALES at Sydney  
on the thirteenth day of December,  
1967 by KENNETH STUART CRICK,  
and FRANK CHARLES THORP,

who hereby respectively state that at the time of their executing this instrument they have no notice of the revocation of the Power of Attorney Registered No. 64793 Miscellaneous Register under the authority of which they executed this instrument.

Assistant Chief Security Officer, and  
Joint State Manager, New South Wales.

INDEXED	MEMORANDUM OF TRANSFER <u>ent grant of right of carriage</u>
Checked by	Particulars entered in Register Book.
Passed to S.D.B.	
Signed by	<u>22.12.68</u> <u>10am</u> <u>J. J. J. J.</u> Registrar-General

Mortgagee's consent under Mortgage No. is attached hereto and marked with the letter "A"

**PROCESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Sup. of Registrars		
Cancellation Clerk		
YOL.	YOL.	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Form: 15CH  
Release: 2-0

# **CONSOLIDATION/ CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



**AQ131923P**

**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) <b>TORRENS TITLE</b>	For the common property CP/SP3035	
(B) <b>LODGED BY</b>	Document Collection Box 1W Name, Address or DX, Telephone, and Customer Account Number if any JANE CRITTENDEN, LAWYER CPO Box 4623 SYDNEY NSW 2001 Tel. 92380500 Email: jane@janeorritendenlawyer.com.au Reference: 4541	CODE  <b>CH</b>

- (C) The Owners-Strata Plan No. 3035 certify that a special resolution was passed on 14/12/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. SPECIAL BY-LAW 9  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:  
 Please see attached Annexure "A" hereto.

(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. 3035 was affixed on 17/5/2020 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

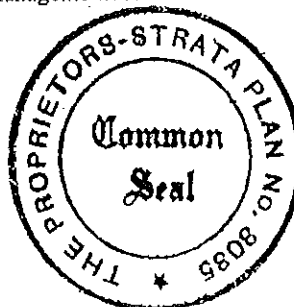
Name: Carolynne Pitt

Authority: Strata Managing Agent

Signature:

Name:

Authority:



**STRATA SCHEMES MANAGEMENT ACT (2015) CONSOLIDATED BY-LAWS**

**ANNEXURE "A"**

**Strata Plan 3035**  
**37-38 East Esplanade, Manly**

**1 Noise**

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

**2 Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

**3 Obstruction of Common Property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

**4 Damage to Lawns and Plants on Common Property**

An owner or occupier of a lot must not:

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

**5 Damage to Common Property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the owner's corporation,
- (2) An approval given by the owner's corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders; or
  - (b) any screen or other device to prevent entry of animals or insects on the lot; or
  - (c) any structure or device to prevent harm to children.
- (4) Any such lock or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

**6 Behaviour of Proprietors and Occupiers**

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

**7 Children Playing on Common Property in Building**

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

**8 Behaviour of Invitees**

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

The Common Seal of The Owners - Strata Plan No. 3035 was hereunto affixed on 17th May, 2020 in the presence of GILBEY BURGESS STRATA MANAGEMENT PTY LIMITED being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.



#### **9 Depositing Rubbish and Other Material on Common Property**

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

#### **10 Drying of Laundry Items**

An owner or occupier of a lot must not, except with the consent in writing of the owner's corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the body corporate for the purpose and there only for a reasonable period.

#### **11 Cleaning Windows and Doors**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of his lot, including so much as is common property.

#### **12 Storage of inflammable liquids and other substances and materials**

- (1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **13 Moving Furniture and other objects on or through Common Property**

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

#### **14 Floor Coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **15 Garbage Disposal**

An owner or occupier of a lot:

- (a) must maintain within his lot, or on such part of the common property as may be authorised by the owner's corporation, in clean and dry condition and adequately covered a receptacle for garbage; and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained; and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected must promptly return the receptacle to the lot or other area referred to in paragraph (a);
- (e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier; and
- (f) must promptly remove any thing which the owner, occupier or the garbage collector may have spilled from the receptacle and shall take such action as may be necessary to clean the area within which that thing was spilled.

#### **16 Keeping of Animals**

- (1) Subject to section 49(4), an owner or occupier of a lot must not, without the approval in writing of the owner's corporation, keep any animal on the lot or the common property.
- (2) The owner's corporation must not unreasonably withhold its approval of the keeping of an animal upon a lot or the common property.

#### 17 Appearance of Lot

- (1) An owner or occupier of a lot must not, without the written consent of the owner's corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

#### 18 Notice-board

An owner's corporation must cause a notice-board to be affixed to some part of the common property.

#### 19 Change in Use of Lot to be Notified

An occupier of a lot 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 (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

- 28 The registered proprietor for the time being of Lot 3 Strata Plan 3035 shall have the exclusive right to use and enjoy the common property being Patio 2 limited to a height of 8 feet above floor level. For the purpose of identification Patio 2 is located as shown on the plan annexed hereto and marked with the letter "A" PROVIDED HOWEVER that such lot proprietor shall permit the body corporate and its agents at all times on notice (except in cases of emergency) to enter upon such common property for the purpose of inspecting the same and maintaining, repairing or renewing pipes wires cables and ducts for the time being existing in the common property capable of being used in connection with the enjoyment of another lot or common property or for the purpose of maintaining repairing or renewing such common property or for the purpose of ensuring that the By-Laws are being observed.

The registered proprietor for the time being of Lot 4 Strata Plan 3035 shall have the exclusive right to use and enjoy the common property being Patio 3 limited to a height of 8 feet above floor level. For the purpose of identification Patio 3 is located as shown on the plan annexed hereto and marked with the letter "A" PROVIDED HOWEVER that such lot proprietor shall permit the body corporate and its agents at all times on notice (except in cases of emergency) to enter upon such common property for the purpose of inspecting the same and maintaining, repairing or renewing pipe wires cables and ducts for the time being existing in the common property capable of being used in connection with the enjoyment of another lot or common property or for the purpose of maintaining repairing or renewing such common property or for the purpose of ensuring that the By-Laws are being observed.

The registered proprietor for the time being of Lot 25 Strata Plan 3035 shall have the exclusive right to use and enjoy the common property being roof area of the building above Lot 25 aforesaid.  
For the purpose of identification the said roof area is located as shown on the plan annexed hereto and marked with the letter "B" PROVIDED HOWEVER that such lot proprietor shall permit the body corporate and its agents at all times on notice (except in cases of emergency) to enter upon such common property for the purpose of inspecting the same and maintaining, repairing or renewing pipe wires cables and ducts for the time being existing in the common property capable of being used in connection with the enjoyment of another lot or common property or for the purpose of maintaining repairing or renewing such common property or for the purpose of ensuring that the By-Laws are being observed.



## **SPECIAL BY-LAW No. 1**

### **ALTERATIONS LOT 25 – Roof Garden Area**

#### **1. Definitions**

1.1 In this by-law the following terms have the following meanings:

- "Authority" includes any State or federal government, a semi or local government, any statutory, public or other person, authority, instrumentality, body corporate or body having jurisdiction over the Building, the Works or Strata Plan 3035;
- "Building" means the building forming Strata Plan 3035 which contains Lot 25;
- "Owner" means the owner of Lot 25 in Strata Plan 3035;
- "Roof Area" means the roof area of the Building above Lot 25 as shown on the plan annexed to the By-Law registered at the Land Titles Office bearing Registered No. P782009;
- "Works" means all demolition, additions, alterations and construction works to both Lot 25 and parts of the common property mainly in order to construct a connecting stairwell between Lot 25 and the Roof Garden Area of which area the Owner has existing exclusive use rights pursuant to registered By-Law P782009. Such works are defined and identified in the plans prepared by Bowden Design Associates Pty Limited dated 27 June 1997. (Drawings Da 01, DA 02)

1.2 Where any terms used in this By-Law are defined in the Strata Schemes Management Act, 1996. They will have the same meaning as those words attributed under that Act.

#### **2. Construction of the Works**

2.1 Subject to Clause 2.2, the Owner is granted a special privilege to install and maintain the Works on the common property and Lot 25.

2.2 In relation to the Works permitted by this By-Law the following terms and conditions shall apply:

- a. Prior to the commencement of any works the Owner shall obtain the consent of Manly Council.
- b. If required by the Owners Corporation such Owner shall obtain from a qualified engineer a certificate addressed to the Owners Corporation certifying the structural adequacy of the Works and that such Works shall not detrimentally affect the structural integrity of the Building.
- c. Such Works shall be carried out in a proper and workmanlike manner by proper tradesmen.
- d. All Works must be carried out between 7.30am and 5.00pm Monday to Friday (other than public holidays) and 7.30am and 1:00pm Saturdays.
- e. Common property entranceways, elevators, hallways and similar such areas are to be fully protected against damage. Any damage caused to any common property must be made good by the Owner.
- f. All work must be undertaken in such a way as to cause minimum disturbance to owners or occupiers of other lots.
- g. All common property areas must be left in a clean and tidy condition on a daily basis.

#### **3. Insurance**

Before commencing the Works, the Owner must effect the following insurances in the joint names of the Owner and the Owners Corporation:

- a. contractor's all works insurance;
- b. worker's compensation insurance; and
- c. public liability insurance to an amount agreed between the Owners Corporation and the Owner.

#### 4. Cost of Works

The Works must be undertaken at the cost of the Owner.

#### 5. Liability

- 5.1 The Owner shall be responsible for (and indemnifies the Owners Corporation against) any damage, loss, cost, expense or claim suffered or incurred by the Owner's Corporation or any other owner of any other lot in Strata Plan 3035, which arises in connection with construction and maintenance of the Works.
- 5.2 As soon as possible after it has occurred, the Owner must make good any damage incurred by the Owner's Corporation or any other owner of any other lot in Strata Plan 3035 which may arise in connection with the construction or maintenance of the Works.

#### 6. Exclusive Use

As and from the date of this By-Law the Owner shall have the exclusive right to use and enjoy all that area of the common property affected by the construction and maintenance of the Works (herein described as "Stairwell & Garden Room Area").

#### 7. Maintenance of Stairwell & Garden Room Area

7.1 After completion of construction of the Works the Owner shall be responsible for:

- a. maintaining the Stairwell & Garden Room Area; and
- b. keeping the Stairwell & Garden Room Area in good and serviceable repair and condition.

#### 8. Indemnity in relation to Exclusive Use Areas

The Owner indemnifies the Owner's Corporation in respect of any loss, cost, claim or expense incurred by the Owner's Corporation which arises in connection with any breach by the Owner of its obligations under clause 7 of this By-Law.

#### 9. Costs of By-Law, Approvals and certification

The Owner indemnifies the Owner's Corporation for any costs incurred by the Owners Corporation in considering and making this By-Law.

#### 10. Right to enter upon Stairwell & Garden Room Area

The Owner shall permit the Owners Corporation and its agents at all times on notice (except in case of emergency) to enter upon the Stairwell & Garden Room Area for the purpose of allowing those parties to inspect the condition state and repair of that Area or any common property appurtenant thereto.

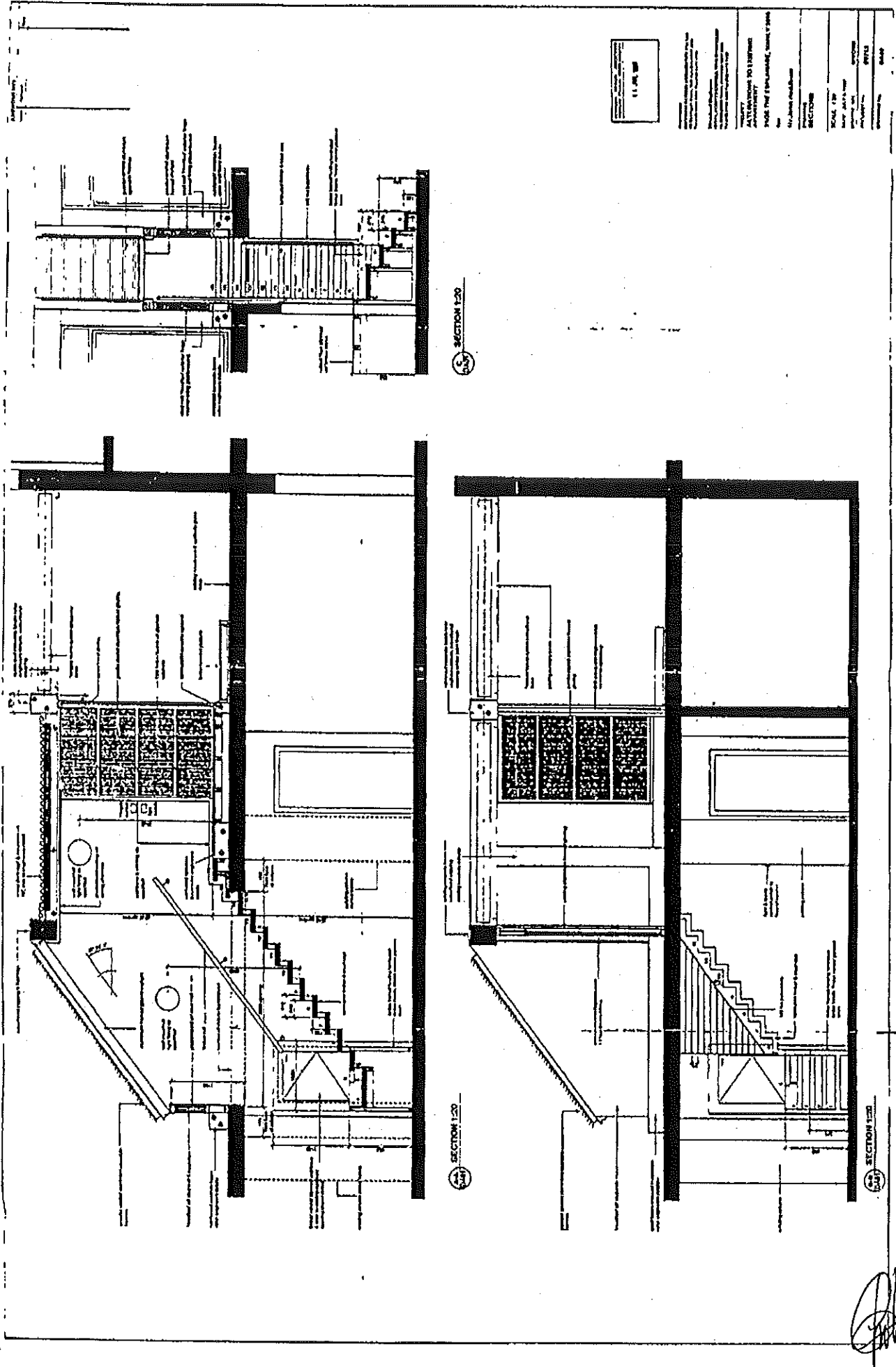
#### 11. Right to Remedy Default

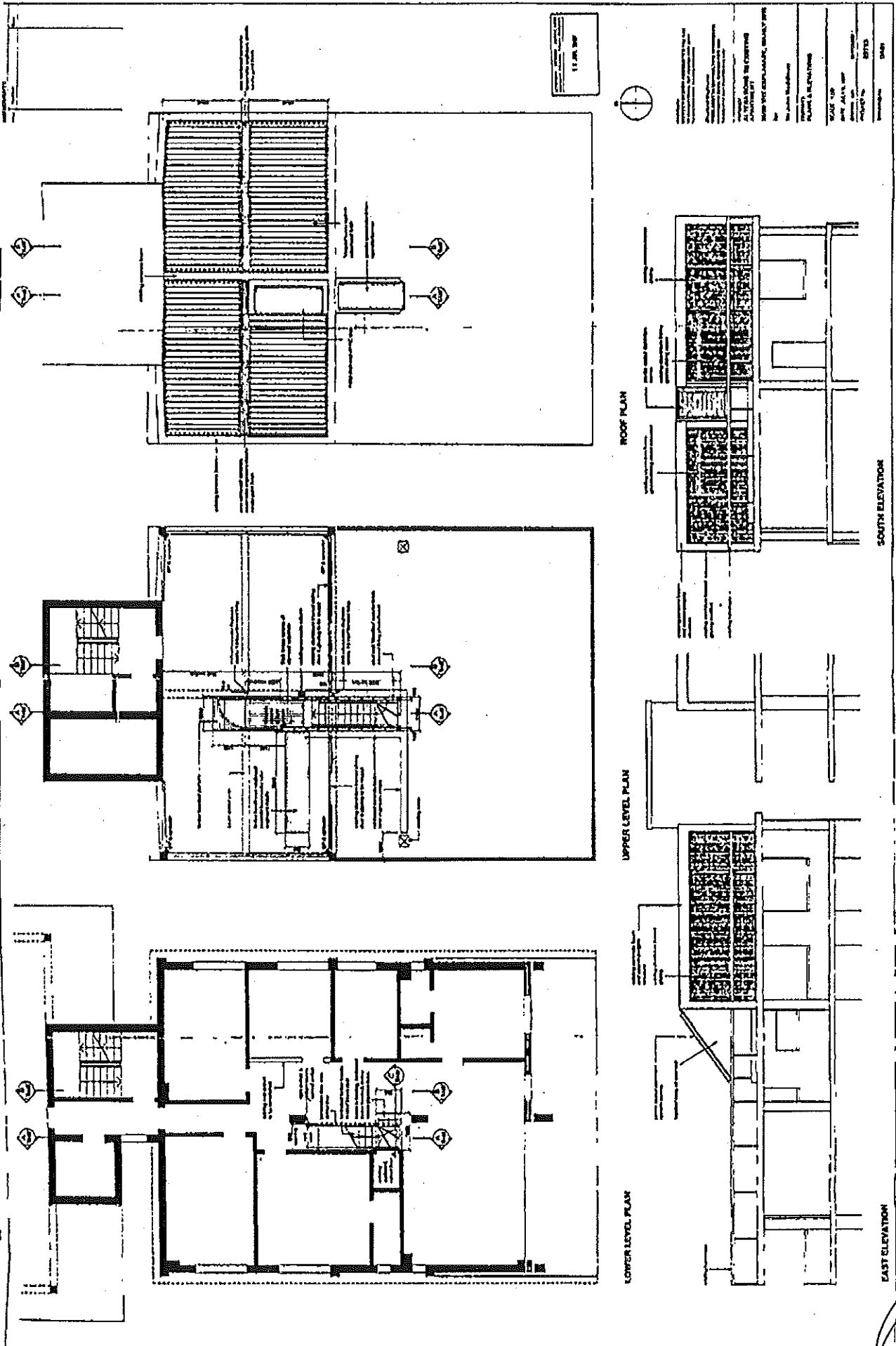
11.1 If the Owner fails to comply with any of its obligations under this By-Law, the Owner's Corporation may:

- a. carry out all work necessary to perform that obligation; and
- b. enter upon any part of the Stairwell & Garden Room Area to carry out that work.

11.2 The costs of any such work carried out pursuant to this clause shall be payable to the Owners Corporation by the Owner.

*Higher Quality Copy of below drawings in A3 on file.*





## **SPECIAL BY-LAW No. 2**

### **ALTERATIONS LOT 33 & 35**

On the conditions set out in this by-law, the registered proprietors for the time being of Lots 33 and 35 ("the owners") shall be permitted to carry out the following renovation work to the bathrooms of Lots 33 and 35. The position of the relocations referred to in the renovation work is identified in the plan forming part of this by-law.

#### **Renovation Work to Bathroom**

- (i) Relocate existing toilet and basin;
- (ii) Install shower in bathroom;
- (iii) Waterproof shower base and walls;
- (iv) Core concrete floor to suit new positions -hole diameter being 2 x 125mm and 1 x 65mm;
- (v) Alter copper sanitary plumbing located in garage below;
- (vi) Clean site and leave as found

("the work").

#### **Conditions**

1. The work must comply with the requirements of the Building Code of Australia and any relevant Australian Standard.

#### **Execution of the Work**

2. The execution of the work must be carried out by a duly licensed plumber.
3. The work must be carried out in a proper and workmanlike manner using appropriate materials.
4. The work must be carried out with as little interference to the use or enjoyment by other lot owners or occupiers of their lots as is reasonably practicable.

#### **Insurance**

5. The licensed plumber who undertakes the work must have insurance acceptable to the Owners Corporation in respect of --
  - (i) Public Liability
  - (ii) Workers Compensation
  - (iii) Property damage
  - (iv) Home Owners Warranty insurance required by the Home Building Act, if applicable
6. The owners of Lots 33 and 35 must submit to the Executive Committee, prior to the commencement of the work, evidence of the existence of the abovementioned insurance which is satisfactory to the Executive Committee or the Owners Corporation.

#### **Liability**

7. The owners of Lots 33 and 35 will be liable for any damage caused to any part of the common property of the Owners Corporation during the execution of the work.

#### **Indemnity**

8. The owners of Lots 33 and 35 shall indemnify and keep indemnified the Owners Corporation against:-
  - (i) all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of execution of the work;
  - (ii) any costs or damages incurred by or for which the Owners Corporation is or becomes liable pursuant to Section 63(3) of the Strata Schemes Management Act 1996 in respect of any use and maintenance of the common property which may be affected by the carrying out of the work.
9. Without limiting the preceding clause, the owners of Lots 33 and 35 must promptly reimburse the Owners Corporation the amount of the legal costs incurred by it in relation to the making and registration of this Special By-Law.

### Maintenance and Repair

10. The owners of Lots 33 and 35 are to be responsible for the proper maintenance of the areas where the work is to be carried out and for keeping the areas in a state of good and serviceable repair.

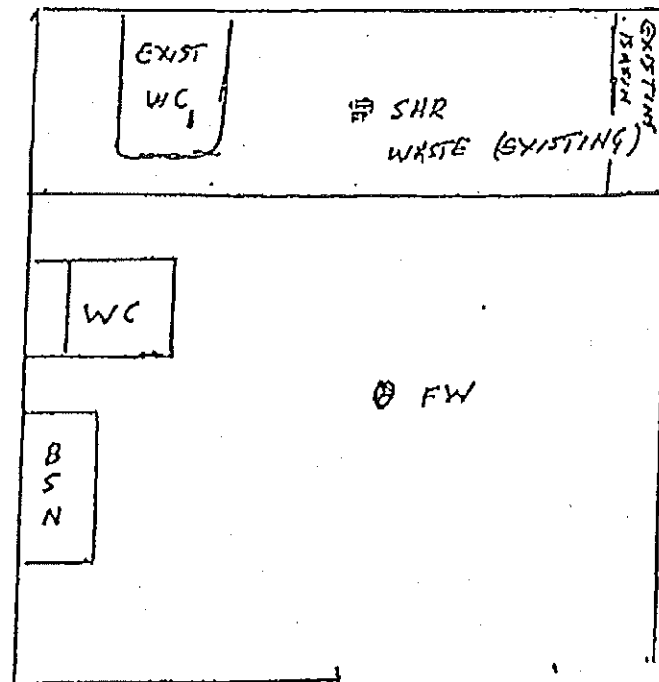
### Make Good

11. The owners of Lots 33 and 35 must promptly remove all debris resulting from the execution of the work and must promptly make good any damage to the common property of the Owners Corporation caused by or as a result of the execution of the work.

### Costs

12. The owners of Lots 33 and 35 are to bear the cost of complying with the above conditions.

## PROPOSED ALTERATIONS TO BATHROOM OF LOTS 33 AND 35 IN SP 3035



NOT TO SCALE

*[Handwritten signature]*

**SPECIAL BY-LAW No.3  
ALTERATIONS LOT 22**

On the conditions set out in this by-law, the registered proprietors for the time being of Lot 22 ("the owners") shall be permitted to carry out the following renovation work.

**1. Definitions:** For the purpose of this by-law:

"Owner" means the owner for the time being of Lot 22 and any successor in title to the Lot;

"Works" means the additions and alterations in diagram 1 and diagram 2 noted herein and details as follows:

**Renovation Work to Bathroom**

- (i) Relocate existing shower to location of existing bathtub
- (ii) Removal of bathtub
- (iii) Waterproof shower base and walls
- (iv) Retiling the bathroom to ceiling height
- (v) Installation of hot water system and washing machine in the position of current shower
- (vi) Clean site and leave as found

**Installation of Suspended Ceiling**

- (i) Installation of suspended ceiling
- (ii) Relocation of existing lights and replaced with LED downlights
- (iii) Installation of a ceiling fan in both bedrooms
- (iv) Clean site and leave as found

**2. Conditions**

- a. The "Owner" shall permit the Owners Corporation and its agents at all times on notice (except in emergency) to enter upon the lot for the purpose of inspecting the "Works" and maintaining, repairing or renewing any part of the common property.
- b. Should the Owners Corporation require access to common property to inspect, maintain, repair or renew common property the "Owner" will be responsible for removing and replacing at his own expense any additions or "Works" as may be necessary to facilitate the repairs to the common property.
- c. The "Owner" will be responsible to maintain and keep in a good state of repair any "Works".
- d. The "Owner" must maintain and repair any common property directly affected by the "Works".

3. **Liability and Indemnity:**

- a. The "Owner" is liable for any damage caused to any part of the common property or to the property of any owner or occupier of any other lot in the strata scheme as a result of the performance of the "Works" and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- b. The "Owner" must indemnify the Owners Corporation and each owner or occupier of any other lot in the strata scheme against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation or the other owner or occupier as a result of or arising out of the Works or the performance thereof.
- c. The "Owner" must indemnify the Owners Corporation against any liability incurred by the Owners Corporation under Section 65(6) of the Act in respect of any "Works", or the exercise of any power of entry, under Section 65 of the Act for the purpose of identifying and/or rectifying any damage caused by the "Works" or the performance thereof.

4. **Costs:**

- a. The "Owner" must pay the reasonable costs of the Owners Corporation in approving and registering this by-law.

5. **Right to Remedy Default:**

- a. If the "Owner" fails to comply with any obligation under this by-law, then the Owners Corporation may:
  - (i) Carry out all work necessary to perform that obligation;
  - (ii) Enter upon any part of the Lot to carry out that work;
  - (iii) Recover the costs of carrying out that work from the Owner, and the "Owner" shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.
- b. The provisions of this clause are in addition to and not in derogation of any provision of the Act.



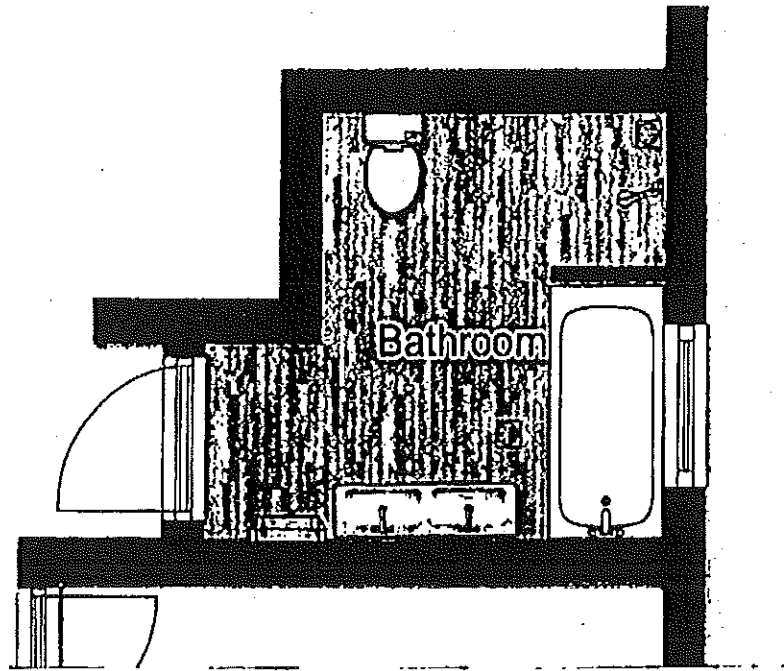


Diagram 1. Current bathroom configuration

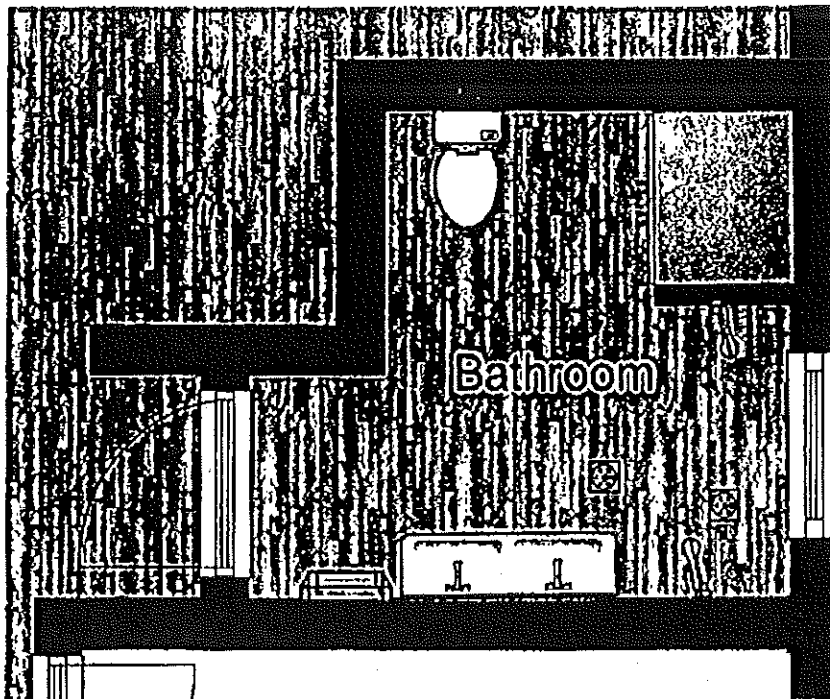


Diagram 2. Proposed bathroom configuration showing relocated double shower and cabinet adjacent to toilet which houses hot water tank and washing machine.

**SPECIAL BY-LAW No. 4**  
**Alterations Lot 21 (Unit 23)**

On the conditions set out in this by-law, the registered proprietor for the time being of Lot 21 (lithe owner") shall be permitted to carry out the following Works:

**1. Definitions:** For the purpose of this by-law:

- "Diagram" means the diagram detailed at the bottom of this document;
- "Owner" means the owner for the time being of lot 21 and any successor in title to the Lot; "Works" means the additions and alterations noted below and as further detailed in the attached Diagram.

**Existing Bathroom**

- (i) Removal of existing bathtub
- (ii) Relocate existing vanity to location of bathtub
- (iii) Waterproof bathroom floor and walls
- (iv) Replace existing copper pipes and fittings to suit new layout of bathroom (v)
- (v) Install new W.C. - wall-hung
- (vi) Cut new door entrance in existing wall for bathroom. New door way to have lintel on top of cut-out indicated in the Diagram
- (vii) Remove part brick wall at south side of existing entrance
- (viii) Retile bathroom floor and walls to ceiling

**New bathroom**

- (i) Install a single skin brickwork wall keyed into the existing brickwork wall
- (ii) Install shower to new brickwork wall
- (iii) Install 2 new stud walls and suspended ceiling
- (iv) Install vanity to existing wall
- (v) Install wall hung W.C. to existing wall
- (vi) Connect new shower floor waste, W.C. and vanity taps to existing stack 1
- (vii) Waterproof new bathroom floor and walls
- (viii) Tile bathroom floor and walls to ceiling
- (ix) Install exhaust fan and lights

### Laundry

- (i) Remove existing partition wall to laundry
- (ii) Connect washing machine to existing stack
- (iii) Replace existing sink and taps

### Air Conditioning

- (i) Install air conditioning outlet on new timber wall adjacent to living area
- (ii) Install power outlets on new timber wall adjacent to living area
- (iii) Connect air conditioning water pipe to 40mm waste pipe
- (iv) Install air conditioning motor unit, on rubber feet, under window on balcony

## 2. Conditions:

- a. The "Owner" shall permit the Owners Corporation and its agents at all times on notice(except in emergency) to enter upon the lot for the purpose of inspecting the "Works" and maintaining, repairing or renewing any part of the common property.
- b. Should the Owners Corporation require access to common property to inspect, maintain, repair or renew common property the "Owner" will be responsible for removing and replacing at his own expense, any additions or "Works" as may be necessary to facilitate the repairs to common property.
- c. The "Owner" will be responsible to maintain and keep in a good state of repair any "Works"
- c. The "Owner" must maintain and repair any common property directly affected by the "Works".

## 3. Liability and Indemnity:

- a. The "Owner" is liable for any damage caused to any part of the common property or to the property of any owner or occupier of any other lot in the strata scheme as a result of the performance of the "Works" and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- b. The "Owner" must indemnify the Owners Corporation and each owner or occupier of any other lot in the strata scheme against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation or the other owner or occupier as a result of or arising out of the Works or the performance thereof.
- c. The "Owner" must indemnify the Owners Corporation against any liability incurred by the Owners Corporation under section 65(6) of the Act in respect of any "Works", or the exercise of any power of entry, under section 65 of the Act for the purpose of identifying and/or rectifying any damage caused by the "Works" or the performance thereof.

## 4. Costs:

- a. The "Owner" must pay the reasonable costs of the Owners Corporation in approving and registering this by-law.



**SPECIAL BY-LAW No. 5**  
**Alterations Lot 4 (Unit 2)**

**1. Definitions**

In this by-law:

“Building” means the building located at 37-38 East Esplanade Manly 2095,

“Common Property” means the common property referred to as Patio 3 in registered Change of By-Laws P782009,

“Lot” means lot 4 in Strata Plan No. 3035,

“Owner” means the owner for the time being of the Lot,

“Owners Corporation” means The Owners – Strata Plan No. 3035,

“Plans” means the Plans annexed marked “B” to this by-law,

**2. Special Privilege Rights**

The Owners Corporation authorises and confers on the owner the special privilege in respect to the Common Property:

- (a) to install a pergola in accordance with the Plans; and
- (b) to retain the pergola on the Common Property, upon and subject to the following conditions contained in this by-law.

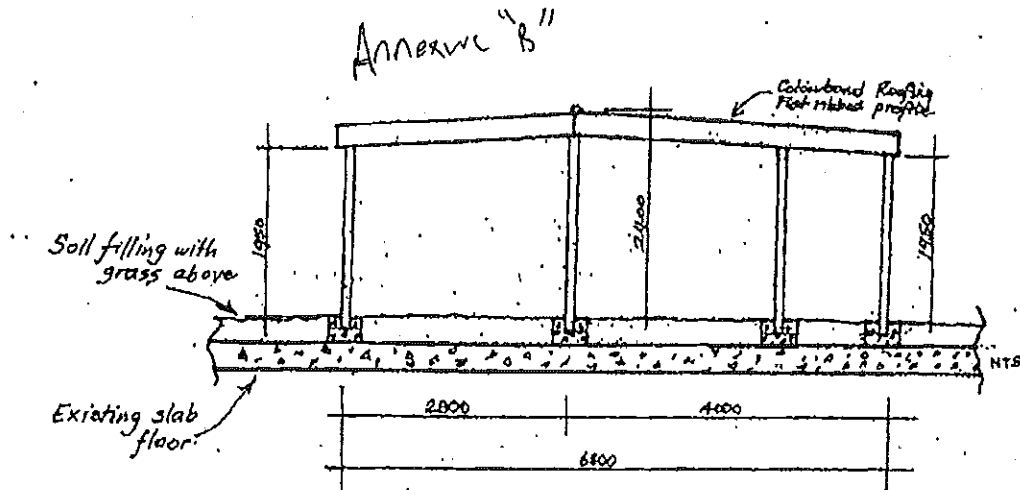
**3. Conditions**

- (a) The Owner must, at their own cost, properly maintain and keep the Works in a state of good and serviceable repair and replace the Works or any part thereof as required.
- (b) The Owner will accept liability for any damage caused to the Common Property or any other Lot in the Building as result of the Works, repair and/or maintenance of the Works and shall be responsible to make good that damage immediately after it has occurred.
- (c) The Owner indemnifies and keeps indemnified the Owners Corporation against any action, loss, damage, claim, demand, cost or expense the Owners Corporation may incur or suffer as a result of the performance, maintenance or repair/replacement of the Works and/or activities with the rights conferred by this by-law and will pay those costs to the Owners Corporation.
- (d) The Owner must pay all costs associated with the preparation, consideration, making and registering of this by-law.

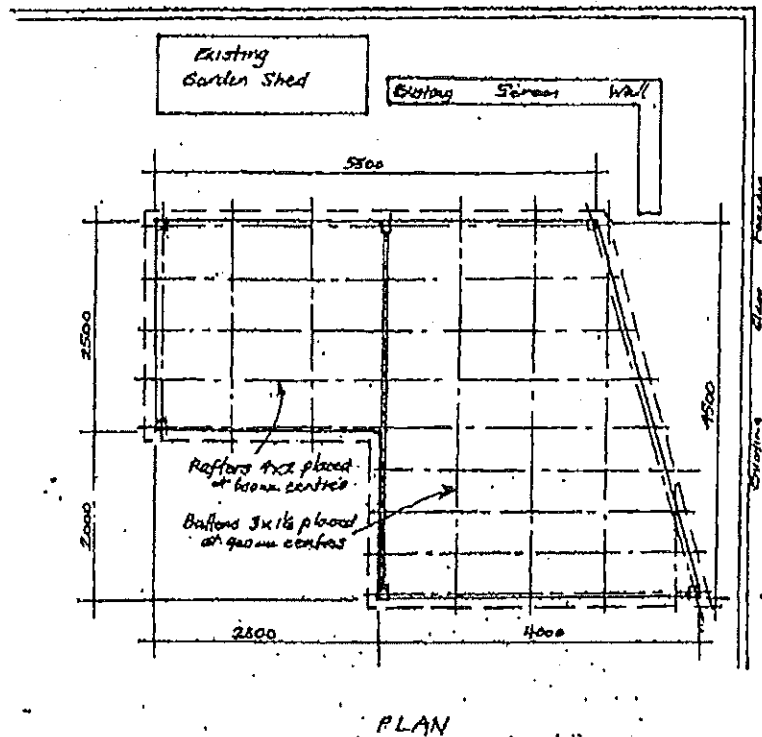
**4. Breach of this By-Law**

If the Owner breaches any condition of this by-law and fails to rectify such breach within thirty (30) days of service of written notice from the Owners Corporation requiring rectification of such breach, the Owners Corporation may:

- (a) Rectify such breach and enter any part of the Common Property or the Lot (with reasonable notice) in accordance with the *Strata Schemes Management Act 2015 (NSW)* for the purpose of rectifying such breach,
- (b) Recover the costs of rectifying such breach (including any legal or other costs incurred by the Owners Corporation to recover such costs) from the Owners as a debt due and payable as a contribution according to Section 86 of the *Strata Schemes Management Act 2015 (NSW)*.



AMENDED ELEVATION showing existing slab floor and soil filling with grass above. Please Note: Concrete footings of the Pergola are set above the existing slab floor.



**PROPOSED PERGOLA  
TO BE ERECTED AT  
2/37 EAST ESPLANADE MANLY N.S.W.**

## **SPECIAL BY-LAW No. 6**

**Lot 21 (Unit 23) to add, alter and erect new structures on the Common Property**

### **1. DEFINITIONS & INTERPRETATION**

In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Diagram** mean the diagram attached and marked "A".
- (c) **Lot** means 21 in Strata Scheme 3035
- (d) **Owner** mean the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration No. 3035
- (f) **Work** means all building works, additions and alterations noted below and a s further detailed in the attached Diagram marked "A".

### **2. GRANT OF RIGHT**

The Owner is authorised to add to, alter and erect new structures on the common property erect, add to, install and carry out the Works.

### **3. WORKS**

- (a) Erect and install moveable glass panels around the inside edge to the existing balustrade of the balcony which forms part of the Lot butting to a 1.4mm gauge, marine grade, aluminium panel with reinforced joints.
- (b) Erect a shelf extending over the current/situated beneath the kitchen window of the Lot and Air Conditioner erect a cupboard enclosing the Air Conditioner;
- (c) Erect a cupboard from the ceiling of the balcony extending from the kitchen window to the concrete pillar on the south-east of the balcony, such cupboard not to extend in depth beyond the depth of the current pillar.
- (d) To install a tap on the balcony.
- (e) To install a ceiling fan on the balcony where the current light exists.
- (f) To install sun shades/blinds in accordance with the design, colour, fabric and manufactured in accordance with Owners Corporation requirements.

### **4. CONDITIONS**

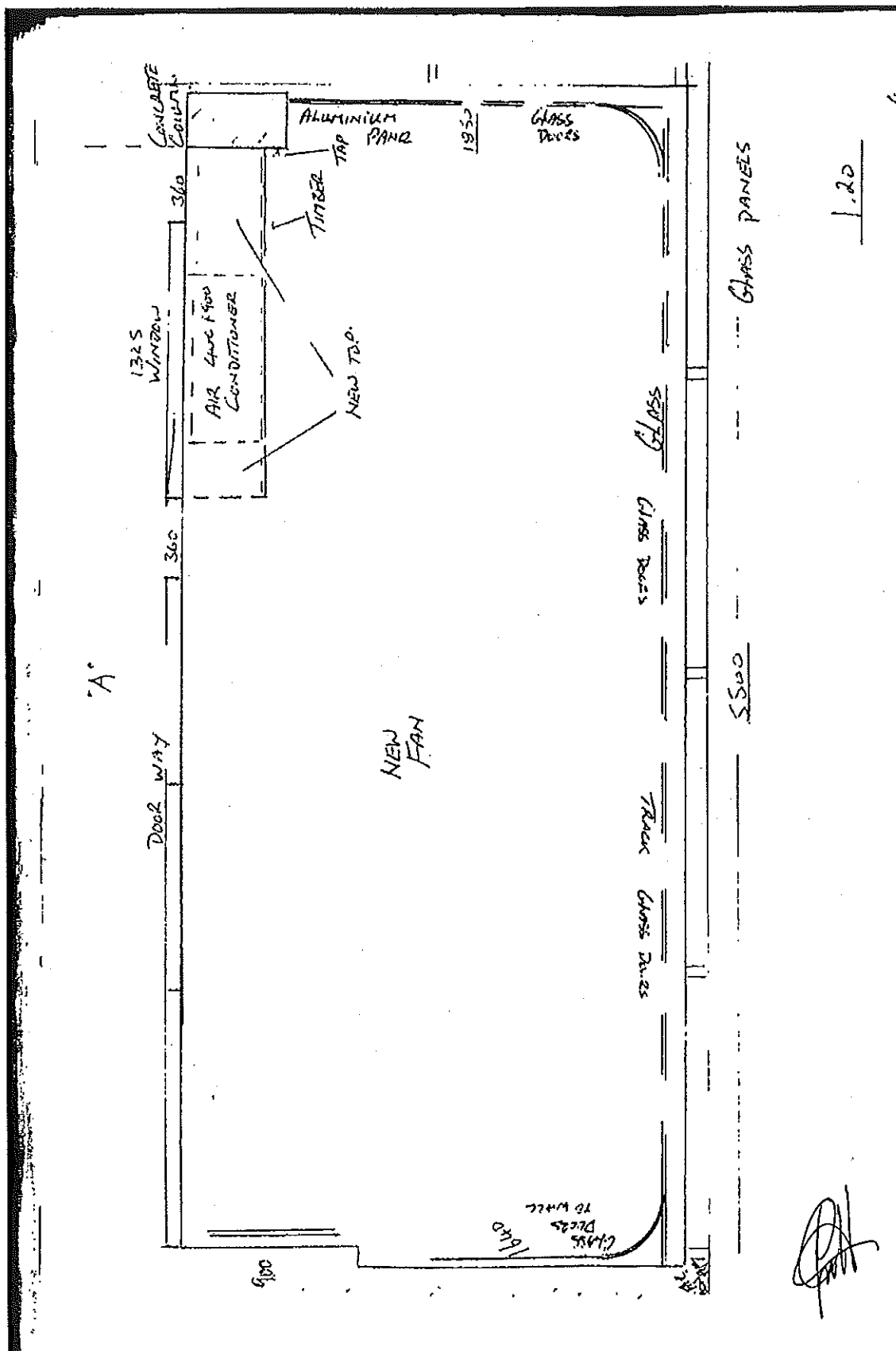
- (a) The Owner shall permit the Owners Corporation and it agents at all times on notice (except in emergency) to enter upon the Lot for the purpose of inspecting the Works and maintaining, repairing or renewing any part of the common property.
- (b) Should the Owners Corporation require access to common property to inspect, maintain, repair or renew common property the Owner will be responsible for removing and replacing at his own expense any additions or Works as may be necessary to facilitate the repairs to common property.
- (c) The Owner will be responsible to maintain and keep in a good state of repair any Works.
- (d) The Owner must maintain and repair any common property directly affected by the "Works".

### **5. LIABILITY AND INDEMNITY**

- (a) The Owner is liable for any damage caused to any part of the common property or to the property of any owner or occupier of any other lot in the strata scheme as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation and each owner or occupier of any other lot in the strata scheme against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation or the other owner or occupier as a result of or arising out of the Works or the performance thereof.
- (c) The Owner must indemnify the Owners Corporation against any liability incurred by the Owners Corporation under section 65(6) of the Act in respect of any Works, or the exercise of any power of entry, under section 65 of the Act for the purpose of identifying and/or rectifying any damage caused by the Works or the performance thereof.

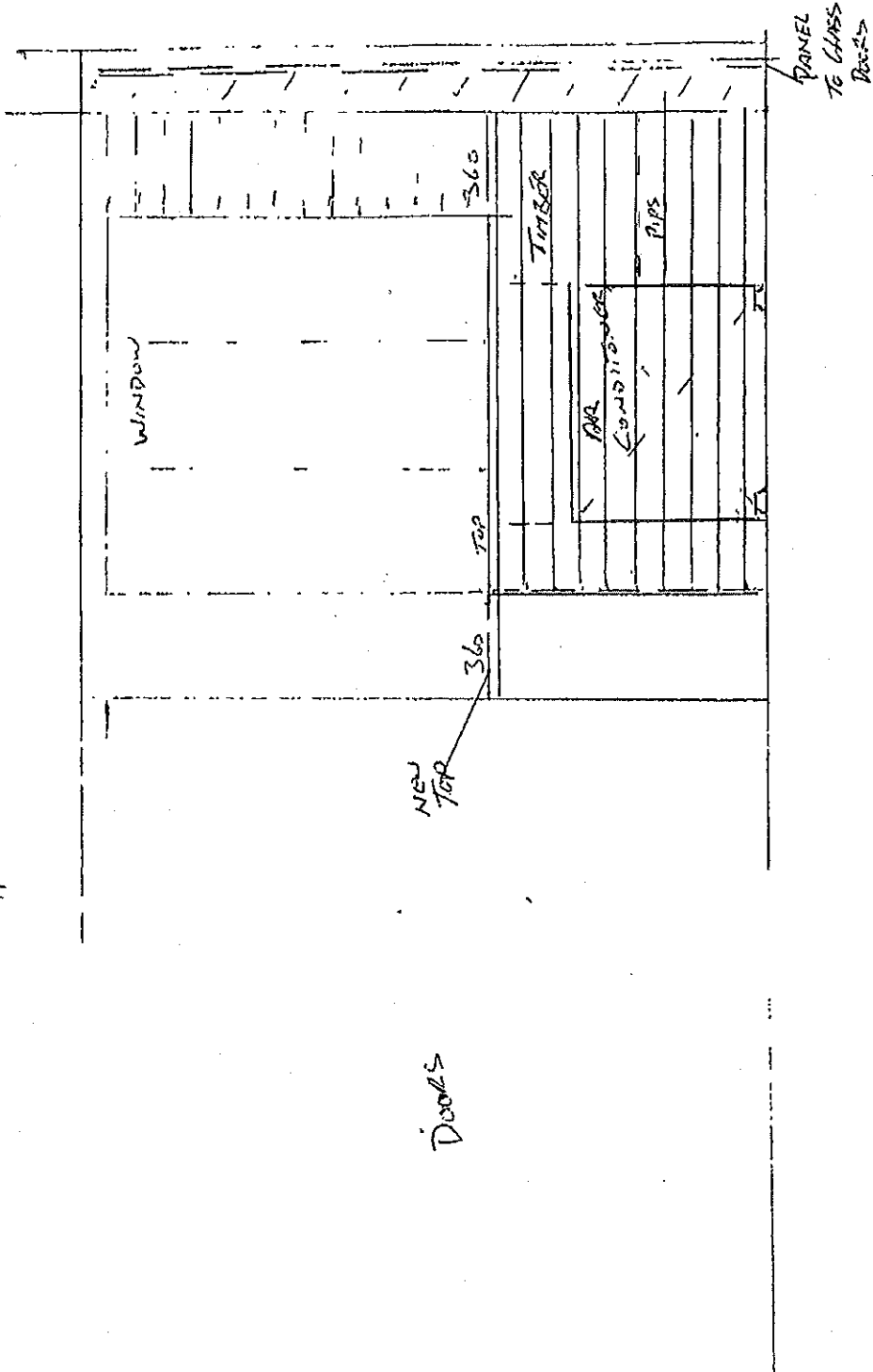
### **6. RIGHT TO REMEDY DEFAULT**

- (a) If the Owner fails to comply with any obligation under this by-law, then the owner's corporation may:
- (i) Carry out all work necessary to perform that obligation;
  - (ii) Enter upon any part of the Lot to carry out that work;
  - (iii) Recover the costs of carrying out that work from the Owner, and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.
- (b) The provisions of this clause are in addition to and not in derogation of any provision of the Act.





A





- (c) The Owner must indemnify the Owners Corporation against any liability incurred by the Owners Corporation under section 122(6) of the Act in respect of the Works, or the exercise of any power of entry, under section 122 of the Act for the purpose of identifying and/or rectifying any damage caused to the Common Property by the Works or the performance thereof.

**5. Costs**

- (a) The Owner must pay the reasonable costs of the Owners Corporation in approving and registering this by-law.

**6. Amendment or repeal of this by-law**

This by-law shall not be amended or repealed unless the Owners Corporation has obtained the written consent of the Owner of the Lot and in accordance with a special resolution.

**7. 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 contained in this by-law.

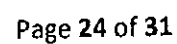
**8. Breach of this By-Law**

If the Owner breaches any condition of this by-law and fails to rectify such breach within thirty (30) days of service of written notice from the Owners Corporation requiring rectification of such breach, the Owners Corporation may:

- (a) rectify such breach and enter any part of the Common Property or the Lot (with reasonable notice) in accordance with the Act for the purpose of rectifying such breach,
- (b) recover the costs of rectifying such breach (including any legal or other costs incurred by the Owners Corporation to recover such costs) from the Owner as a debt due and payable as a contribution pursuant to section 86 of the Act.

**SCHEDULE**

- 1. renovation of kitchen in the Lot including any waterproofing necessary to complete the renovation.
- 2. renovation of bathroom in the Lot including removal of existing tiles and fixtures and installation of new tiles and fixtures including any waterproofing necessary to complete the renovation. This includes penetration of the slab to the service area below the bathroom floor where the drainage is located. Unit 3 has given permission for access and there will be repatriation.
- 3. installation of new flooring in the Lot in accordance with Ardex Impact Sound Reduction and Decoupling System annexed marked "B".
- 4. installation of new ceiling in the Lot;
- 5. removal of wall (to be sufficiently described or shown in diagram) and installation of new bathroom in the Lot including tiling and fixtures and any waterproofing necessary to complete the installation of the bathroom;
- 6. installation of air conditioning unit in the Lot including installing motor/condenser on the balcony and any connection necessary between the unit and motor/condenser to complete the installation and for drainage.
- 7. any ancillary works required to facilitate completion of the Works set out in this Schedule.



## **SPECIAL BY-LAW No. 8**

### **Balcony Blinds**

On the conditions set out in this by-law the lot owner for the time being of each lot shall have a special privilege in respect of the common property to install a shade blinds on the balcony.

#### **Definitions:**

"The Owner" means the lot owner.

"The Works" means all hardware fixtures and fittings associated with the new blinds.

#### **Conditions:**

1. Before starting the installation of the works, the Owner must apply in writing and receive written approval from the Owners' Corporation Committee.
2. In installing the blinds the Owner must ensure that the blinds are purchased through AOL and the style, shape and colour must match the other blinds on the building.
3. The Owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair the Works undertaken pursuant to this by-law, and shall renew or replace them as necessary and shall perform repairs upon or replace them when the Owners Corporation by written notice shall require the Owner to do so.
4. The Owner must promptly make good any damage of the common property or any other lot occurring as a result of the installation, use, maintenance, repair or removal of the Works.
5. Where the Owner fails or neglects to carry out any work or discharge any duty referred to herein, the Owner's Corporation by its agents, servants or contractors may carry out such work or perform such duty and may enter upon any part of the parcel for this purpose at any reasonable time or on notice given to any occupier of that part of the parcel, and may recover the costs of doing such work or duty as a debt from the Owner.
6. The Owner must indemnify the Owners Corporation against any liability that it would not have incurred but for the installation, use, maintenance, repair or removal of the Works.
7. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this by-law.
8. Should the Works need to be removed to allow the Owners Corporation to repair and maintain common property the Owner is responsible to arrange for same. the Owner will also be responsible for all associated costs.

## **SPECIAL BY-LAW No. 9**

### **COMMON PROPERTY RIGHTS BY-LAW LOT 58**

The Owners Strata Plan No. 3035 **SPECIALLY RESOLVE** pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* ('Act') to:

1. Authorise the Owner of Lot 58 to add to, alter and erect new structures on the common property by carrying out of the Works (as that term is defined in the common property rights by-law, set out below and shown in the attached Diagram marked "A" and as outlined in yellow), subject to the terms and conditions of the common property rights by-law set out below; and
2. Grant the Owner of Lot 58 the exclusive use of the Exclusive Use Area (as that term is defined in the common property rights by-law set out below), subject to the terms and conditions of the common property rights by-law set out below, and to make a bylaw on the terms and conditions of the common property rights by-law set out below, and that notification of this change to the bylaws be lodged for registration in accordance with section 141 of the Act at the Registrar General's Office; and

3. Authorise the Owner of Lot 58 to add to, alter and erect new structures on the common property by carrying out of the Common Property Improvements (as that term is defined in the common property rights by-law and attached Diagram marked "A" set out below and as outlined in Yellow).

**By-law to authorise the owner of Lot 58 to add to, alter and erect new structures on the common property and exclusive use**

**1. DEFINITIONS & INTERPRETATION**

**1.1 In this by-law:**

- a) **Authority** means any relevant government, semi government, statutory, public, or other authority having any jurisdiction over the Lot and common property strata scheme 3035.
- b) **Common Property Improvements** means the construction of Terrace with steel structure and compressed fibro floor and/or concrete , water membrane and walls (as per Council specifications) with connecting stairs to the existing fire stairs at level 7 and a half together with balustrades, handrails & stairs and such reasonable variations, alterations and additions as per Council specifications and/or requirements.
- c) **Diagram** means the diagram attached to this by-law and marked "A".
- d) **Exclusive Use Area** means the area shown in the Diagram attached to this by-law at Annexure A and outlined in yellow and including rooftop above together with part of the Level 7 Terrace to install an internal lift to the area outlined in yellow above, together with such reasonable variations, alterations and additions as per Council specifications and/or requirements, excluding any existing pipework or ducting.
- e) **Lot** means lot 58 in strata scheme 3035.
- f) **Owner** means the owner of the Lot from time to time.
- g) **Owners Corporation** means the owners corporation created by the registration of strata plan registration No. 3035.
- h) **Roof** means the roof over the current lift machine room, stairwell, and Exclusive Use Area.
- i) **Terrace** means the construction of a terrace and waterproofing with connecting stairs to the existing stairwell together with balustrades and handrails as per Council specifications.
- j) **Walls** includes walls, balustrades and handrails as per Council specifications.
- k) **Works** means all building, electrical, plumbing, and related works, additions, alterations, and installations, including connection to existing services as further detailed below in Clause 3 and in the Diagram outlined in yellow.

**1.2 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, 2015; and
- d) references to legislation includes references to amending and replacing legislation.

**2. GRANT OF RIGHT**

- 2.1 The Owner is authorised to add to and erect new structures on the common property and connect to services; and
- 2.2 The Owner has the exclusive use of the Roof and as set out in the area outlined in yellow in the attached Diagram.

### 3. WORKS

#### 3.1 Scope of works includes -

- Removal and disposal of all equipment, plant, machinery, beams, and equipment in the Machine Room;
- Install new fire-rated, light weight wall system to fire stairs above level 8 as necessary to effect works and to comply with BCA fire protection;
- Install new fire-rated door from existing stairwell at Level 7 and a half;
- Install Terrace of steel construction with compressed fibro flooring and/or concrete;
- Waterproof Terrace and Roof;
- Cut opening into existing east wall of the fire stairs between at level 7 and a half and install a Fire Rated door and frame and associated fixtures and fittings (as per Council specifications);
- Install and/or attach flooring, tiles, plumbing, fixtures and fittings, ceilings, wall coverings, windows, awnings, blinds, glass or other curtains, lights, power points, fans, exhausts, heating, bath, spa, toilets, sinks, showers, kitchen, gardens, supports, structures, stairs, internal lift, security including security cameras, air conditioning and other electrical outlets, fittings and connections, solar panels, skylights as required;
- Cut openings into existing Common Property walls, floorings and structures;
- install walls, doors, floors, ceilings, windows, screens, blinds, awnings and decks;;
- Extend window to existing south-west wall and/or install awning/s;
- Install connecting stairs;
- Install insulation, roofing and any necessary roof works;
- Remove, alter or add to the common property reasonably necessary to effect the Works and/or comply with Council specifications;
- Connect to the common property areas and services including, but not limited to power, stormwater and sewerage;
- Install, alter and erect as further detailed and/or indicated in Annexure "A" Drawing;
- Remove all rubbish and clean site on completion;
- Obtain any necessary Council approvals.

### 4. CONDITIONS

#### 4.1 The Owners Corporation will

- a) provide its consent to the lodgment of any application necessary for approval from any Authority for the Works and registration of this Common Property Rights By-Law;
- b) do everything reasonably required to authorise, and facilitate, the delivery of materials, use of cranes, scaffolding and any other necessary equipment reasonably required to carry out the Works; and
- b) be responsible for the on-going repair and maintenance of the Common Property Improvements.

#### 4.2 The Owner will

- a) use duly licensed employees, contractors or agents to conduct the Works;
- b) ensure the Works are conducted in a proper and workmanlike manner;
- c) use reasonable endeavours to cause as little disruption as possible;
- d) be responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on Exclusive Use Area resulting from the Works;
- e) maintain and keep the Works carried out in the Exclusive Use Area in a good state of repair;
- f) make good any damage to lot or common property arising out of the Works; and
- g) ensure that this by-law is registered in accordance with section 141 of the Strata Schemes Management Act 2015 at the Registrar-General's Office.

For the avoidance of doubt, the Owner is not responsible for the ongoing maintenance, or repair, of the Common Property Improvements.

**5. LIABILITY AND INDEMNITY**

- 5.1 The Owner is liable for any damage caused to any part of the common property or to the property of any owner of any other lot in the strata scheme as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- 5.2 The Owner will indemnify the Owners Corporation and each owner or occupier of any other lot in the strata scheme against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation or the other owner or occupier as a result of the Works or the performance thereof.

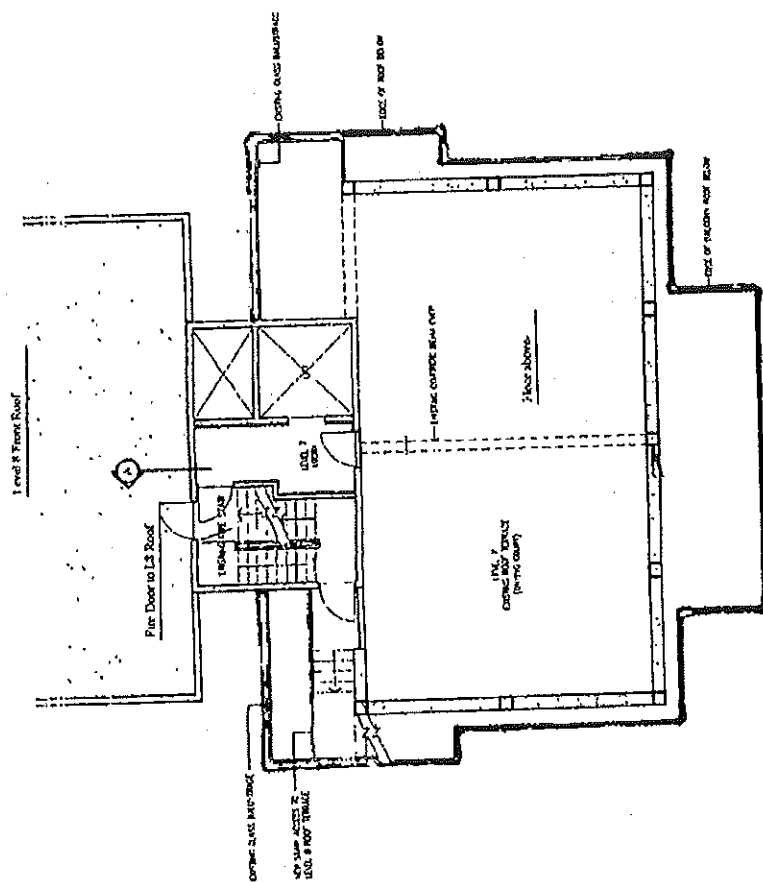
**6. RIGHT TO REMEDY DEFAULT**

- 6.1 If the Owner fails to comply with any obligation under this by-law, then the owner's corporation may:
- a) Carry out all work necessary to perform that obligation.
  - b) Enter upon any part of the Lot to carry out that work.
  - c) Recover the costs of carrying out that work from the Owner, subject to the Owner receiving 28 days written notice and failing to remedy the default within a reasonable time.
- 6.2 The provisions of this clause are in addition to and not in derogation of any provision of the Act.



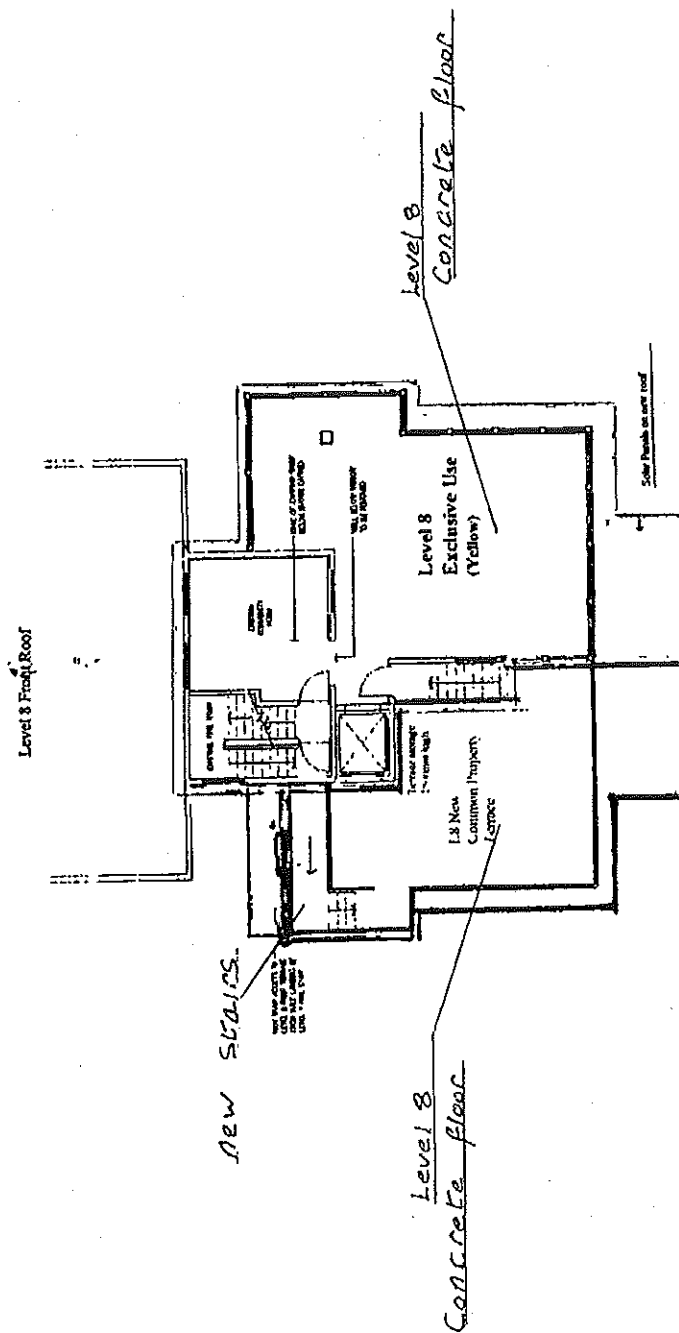
66A

Diagram



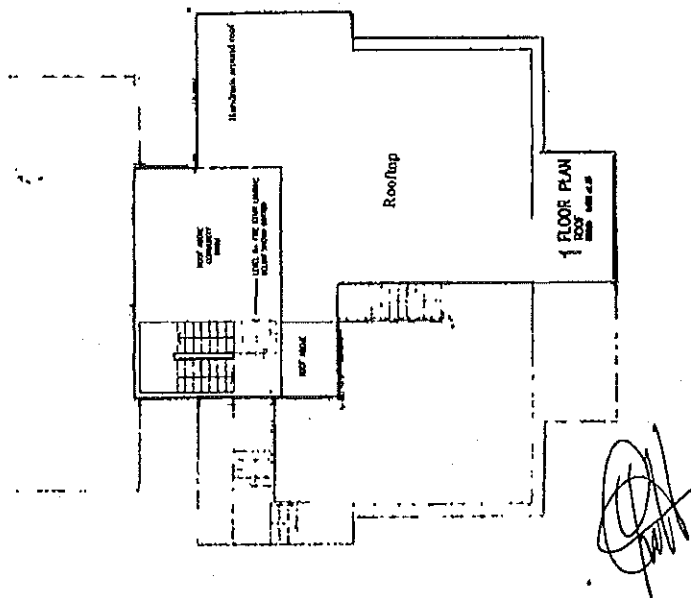
1 FLOOR PLAN  
LEVEL 7  
DATE: 10/10/10

Page 29 of 31



1 FLOOR PLAN  
LEVEL 3





The Common Seal of The Owners - Strata Plan No. 3035 was hereunto affixed on 17th May, 2020 in the presence of GILBEY BURGESS STRATA MANAGEMENT PTY LIMITED being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.



## SYMBOLS AND ABBREVIATIONS

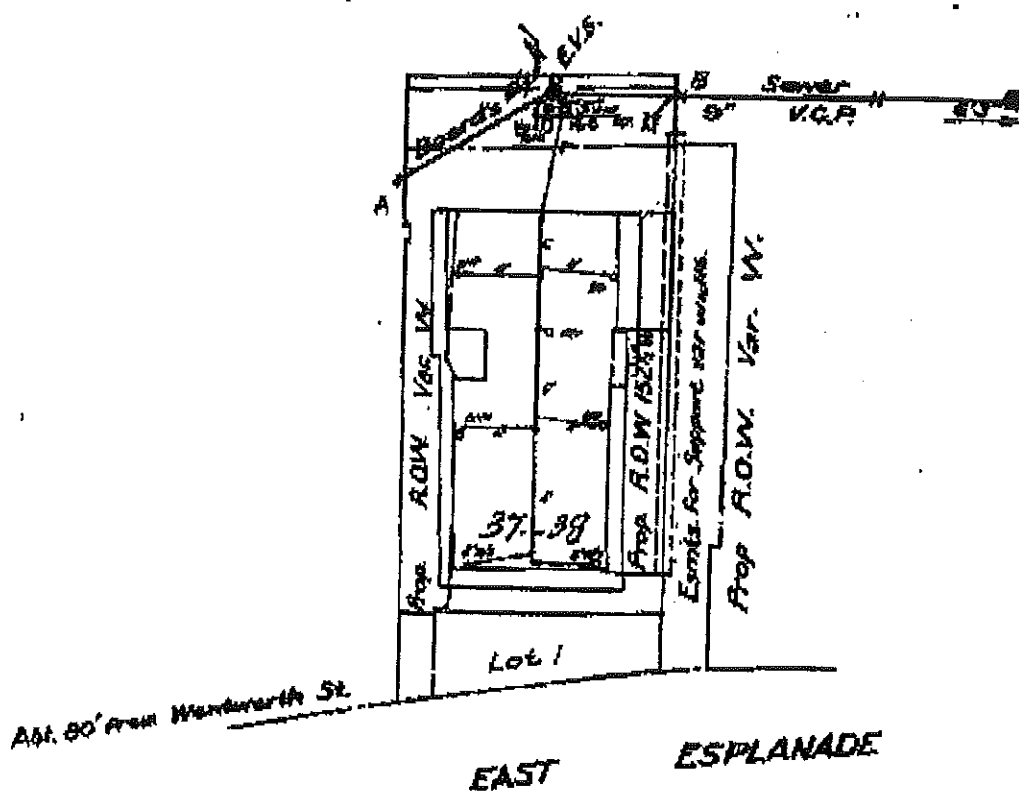
- |        |                   |
|--------|-------------------|
| Appl.  | Basin             |
| Sh.    | Shower            |
| W.I.P. | Wrought Iron Pipe |
| C.A.P. | Cast Iron Pipe    |
| F.W.   | Floor Waste       |
| W.H.   | Washing Machine   |

SCALE: 40 FEET TO AN INCH.

**SEWER AVAILABLE**

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.

SAVER A - Enclosed in concrete 50/5589/

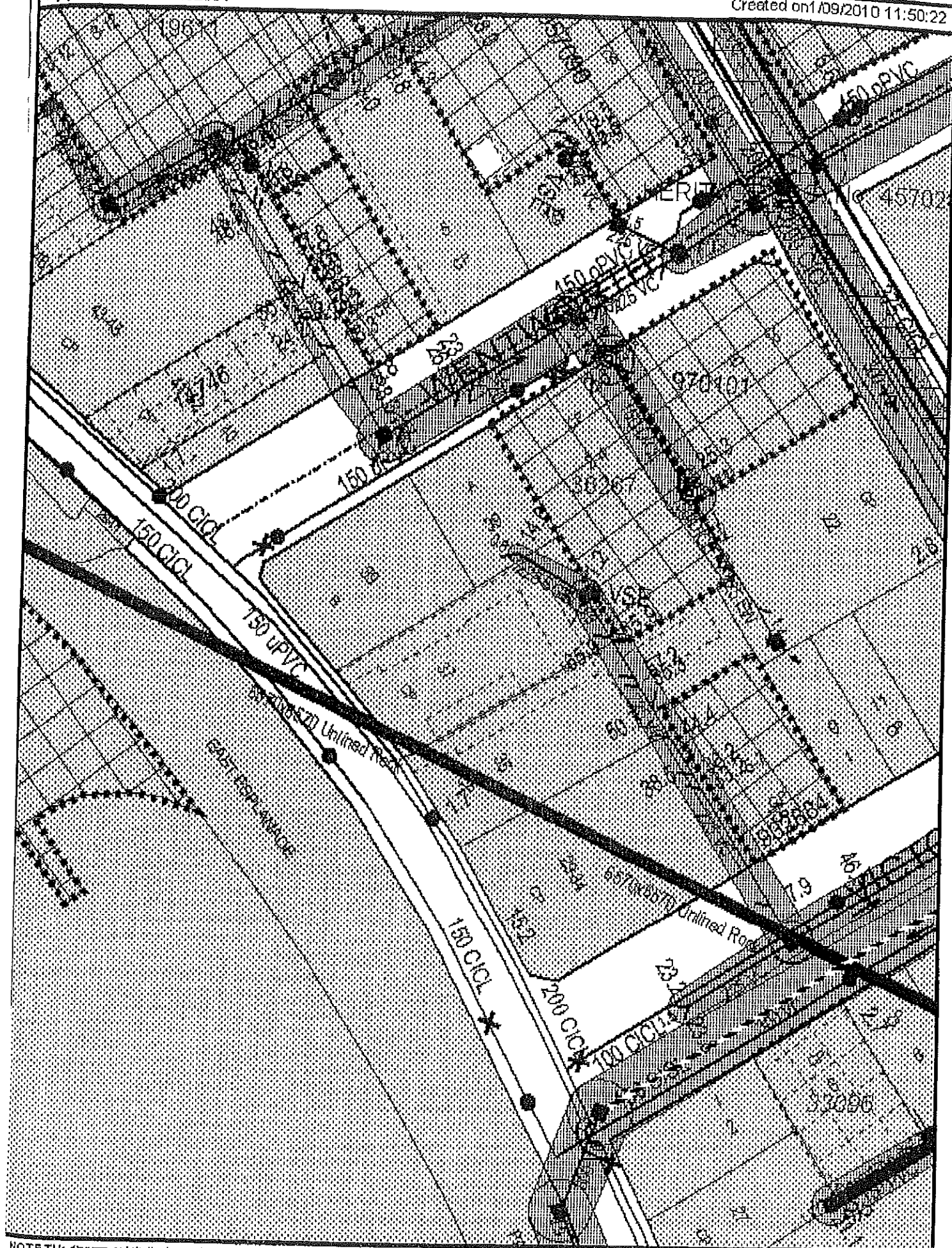


DATE No. \_\_\_\_\_ W.C. E U.C. \_\_\_\_\_  
 FIRST No. 2492 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE		PLUMBING	
Supervised by	Date	Supervised by	Date
Inspector	1/1	Inspector	1/1
Examined by	1/1	Branch Office	1/1
Chief Inspector	1/1	Drainage	1/1
Typical Check	1/1	Plumbing	1/1
		Boundary Trap	1/1

273 284 1102 029  
 915 510 1205 071

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage service shown hereon are approximately only.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater drains, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

## Northern Beaches Council Planning Certificate – Part 2

**Applicant:** Freshwater Conveyancing Services  
PO Box 803  
FRESHWATER NSW 2096

**Reference:** SMITH  
**Date:** 21/04/2021  
**Certificate No.** ePLC2021/3034

**Address of Property:** 15/37-38 East Esplanade MANLY NSW 2095  
**Description of Property:** Lot 13 SP 3035

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## Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

### **1. Relevant planning instruments and Development Control Plans**

**1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:**

**1.1a) Local Environmental Plan**

Manly Local Environmental Plan 2013

**1.1b) State Environmental Planning Policies and Regional Environmental Plans**

State Environmental Planning Policy 19 – Bushland in Urban Areas  
State Environmental Planning Policy 21 – Caravan Parks  
State Environmental Planning Policy 33 – Hazardous and Offensive Development  
State Environmental Planning Policy 50 – Canal Estate Development  
State Environmental Planning Policy 55 – Remediation of Land  
State Environmental Planning Policy 64 – Advertising and Signage  
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development  
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)  
State Environmental Planning Policy (Affordable Rental Housing) 2009  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
 State Environmental Planning Policy (State and Regional Development) 2011  
 State Environmental Planning Policy (State Significant Precincts) 2005  
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017  
 State Environmental Planning Policy (Primary Production and Rural Development) 2019  
 State Environmental Planning Policy (Koala Habitat Protection) 2019  
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

## **1.2 Draft Environmental Planning Instruments**

The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

### **1.2 a) Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment)  
 Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019  
 Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
 Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

### **1.2 b) Draft Local Environmental Plans**

## **1.3 Development Control Plans**

The name of each development control plan that applies to the carrying out of development on the land:

Manly Development Control Plan 2013

## **2. Zoning and land use under relevant Local Environmental Plans**

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

### **2.1 Zoning and land use under relevant Local Environmental Plans**

#### **2.1 (a), (b), (c) & (d)**

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

#### **FORESHORE SCENIC PROTECTION AREA ZONE B2 Local Centre**

(b) Land uses for land within Zone B2 that may be carried out without development consent:

Home based child care; Home occupations.

(c) Land uses for land within Zone B2 that may be carried out only with development consent:

Amusement centres; Boarding houses; Boat sheds; Car parks; Child Care Centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Environmental protection works; Flood mitigation works; Function centres; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Signage; Tourist and visitor accommodation; Veterinary hospitals; Water recycling facilities; Water supply systems.

**(d) Land uses for land within Zone B2 that are prohibited:**

Water treatment facilities; Any development not specified in items (b) and (c)

**Additional permitted uses**

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Refer to Schedule 1 of Manly Local Environmental Plan 2013.

**(e) Minimum land dimensions**

The *Manly Local Environmental Plan 2013* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

**(f) Critical habitat**

The land does not include or comprise critical habitat.

**(g) Conservation areas**

The land is not in a heritage conservation area.

**(h) Item of environmental heritage**

The land does not contain an item of environmental heritage.

**2.2 Draft Local Environmental Plan - if any**

For any proposed changes to zoning and land use, see Part 1.2 b)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

**2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

**3. Complying Development**

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.



**a) Housing Code**

Complying Development under the Housing Code may be carried out on all of the land.

**b) Rural Housing Code**

Complying Development under the Rural Housing Code may be carried out on all of the land.

**c) Low Rise Housing Diversity Code**

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

**d) Greenfield Housing Code**

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

**e) Housing Alterations Code**

Complying Development under the Housing Alterations Code may be carried out on all of the land.

**f) General Development Code**

Complying Development under the General Development Code may be carried out on all of the land.

**g) Commercial and Industrial Alterations Code**

Complying Development under the Commercial and Industrial Alterations Code may be carried out on all of the land.

**h) Commercial and Industrial (New Buildings and Additions) Code**

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

**i) Container Recycling Facilities Code**

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

**j) Subdivisions Code**

Complying Development under the Subdivisions Code may be carried out on all of the land.

**k) Demolition Code**

Complying Development under the Demolition Code may be carried out on all of the land.

**l) Fire Safety Code**

Complying Development under the Fire Safety Code may be carried out on all of the land.

**m) Inland Code**

Complying Development under the Inland Code does not apply to the land.

**Note:** Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

#### **4, 4A (Repealed)**

#### **4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

#### **5. Mine Subsidence**

The land has not been proclaimed to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

#### **6. Road widening and road realignment**

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

#### **7. Council and other public authority policies on hazard risk restriction**

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

##### **Acid Sulfate Soils - Class 4**

This land is identified as Acid Sulfate Soils Class 4 on the Acid Sulfate Soils Map of the *Manly Local Environmental Plan 2013* (MLEP 2013). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the MLEP 2013.

##### **Geotechnical Risk (Landslip)**

Development on all of the land is affected by Clause 4.1.8 - *Manly Development Control Plan 2013*.

##### **Contaminated Lands**

Council has adopted a contaminated land policy which may restrict the development of land. This policy is expressed to apply when zoning or land use changes are proposed on lands which are considered to be contaminated, or on lands which have been remediated for a specific use.

- (b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

## **7A. Flood related development control Information**

- (1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

## **8. Land reserved for acquisition**

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

## **9. Contribution plans**

The following applies to the land:

**Northern Beaches Section 7.12 Contributions Plan 2019**

## **9A. Biodiversity certified land**

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

## **10. Biodiversity Stewardship Sites**

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

## **10A. Native vegetation clearing set asides**

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

## **11. Bush fire prone land**

**Bush Fire Prone Land**

The land is not bush fire prone land.

## **12. Property vegetation plans**

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

### **13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Council has not been notified of the existence of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

### **14. Directions under Part 3A**

There is not a direction by the Minister in force under section 75P(2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

### **15. Site compatibility certificates and conditions for seniors housing**

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

### **16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

### **17. Site compatibility certificate and conditions for affordable rental housing**

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

### **18. Paper subdivision information**

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

### **19. Site verification certificates**

There is no current site verification certificate, of which council is aware, in respect of the land

according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

## **20. Loose-fill asbestos insulation**

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

## **21 Affected building notices and building product rectification orders**

- 1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- 2) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- 3) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

***affected building notice*** has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

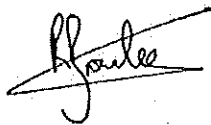
***building product rectification order*** has the same meaning as in the *Building Products (Safety) Act 2017*.

## **Additional matters under the Contaminated Land Management Act 1997**

Note. The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.

A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

**Ray Brownlee PSM**  
**Chief Executive Officer**

**21/04/2021**

## Northern Beaches Council Planning Certificate – Part 2

**Applicant:** Freshwater Conveyancing Services  
PO Box 803  
FRESHWATER NSW 2096

**Reference:** georgina@freshconvey.com  
**Date:** 21/04/2021  
**Certificate No.** ePLC2021/3050

**Address of Property:** 15/37-38 East Esplanade MANLY NSW 2095  
**Description of Property:** Lot 44 SP 3035

### Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

#### **1. Relevant planning instruments and Development Control Plans**

**1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:**

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Manly Local Environmental Plan 2013

**1.1b) State Environmental Planning Policies and Regional Environmental Plans**

State Environmental Planning Policy 19 – Bushland in Urban Areas  
State Environmental Planning Policy 21 – Caravan Parks  
State Environmental Planning Policy 33 – Hazardous and Offensive Development  
State Environmental Planning Policy 50 – Canal Estate Development  
State Environmental Planning Policy 55 – Remediation of Land  
State Environmental Planning Policy 64 – Advertising and Signage  
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development  
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)  
State Environmental Planning Policy (Affordable Rental Housing) 2009  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (Koala Habitat Protection) 2019

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

## **1.2 Draft Environmental Planning Instruments**

The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

### **1.2 a) Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment)

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019

Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

### **1.2 b) Draft Local Environmental Plans**

## **1.3 Development Control Plans**

The name of each development control plan that applies to the carrying out of development on the land:

Manly Development Control Plan 2013

## **2. Zoning and land use under relevant Local Environmental Plans**

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

### **2.1 Zoning and land use under relevant Local Environmental Plans**

#### **2.1 (a), (b), (c) & (d)**

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

#### **FORESHORE SCENIC PROTECTION AREA ZONE B2 Local Centre**

(b) Land uses for land within Zone B2 that may be carried out without development consent:

Home based child care; Home occupations.

(c) Land uses for land within Zone B2 that may be carried out only with development consent:



Amusement centres; Boarding houses; Boat sheds; Car parks; Child Care Centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Environmental protection works; Flood mitigation works; Function centres; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Signage; Tourist and visitor accommodation; Veterinary hospitals; Water recycling facilities; Water supply systems.

**(d) Land uses for land within Zone B2 that are prohibited:**

Water treatment facilities; Any development not specified in items (b) and (c)

**Additional permitted uses**

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Refer to Schedule 1 of Manly Local Environmental Plan 2013.

**(e) Minimum land dimensions**

The *Manly Local Environmental Plan 2013* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

**(f) Critical habitat**

The land does not include or comprise critical habitat.

**(g) Conservation areas**

The land is not in a heritage conservation area.

**(h) Item of environmental heritage**

The land does not contain an item of environmental heritage.

**2.2 Draft Local Environmental Plan - if any**

For any proposed changes to zoning and land use, see Part 1.2 b)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

**2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

**3. Complying Development**

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**a) Housing Code**

Complying Development under the Housing Code may be carried out on all of the land.

**b) Rural Housing Code**

Complying Development under the Rural Housing Code may be carried out on all of the land.

**c) Low Rise Housing Diversity Code**

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

**d) Greenfield Housing Code**

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

**e) Housing Alterations Code**

Complying Development under the Housing Alterations Code may be carried out on all of the land.

**f) General Development Code**

Complying Development under the General Development Code may be carried out on all of the land.

**g) Commercial and Industrial Alterations Code**

Complying Development under the Commercial and Industrial Alterations Code may be carried out on all of the land.

**h) Commercial and Industrial (New Buildings and Additions) Code**

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

**i) Container Recycling Facilities Code**

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

**j) Subdivisions Code**

Complying Development under the Subdivisions Code may be carried out on all of the land.

**k) Demolition Code**

Complying Development under the Demolition Code may be carried out on all of the land.

**l) Fire Safety Code**

Complying Development under the Fire Safety Code may be carried out on all of the land.

**m) Inland Code**

Complying Development under the Inland Code does not apply to the land.

**Note:** Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

#### **4, 4A (Repealed)**

#### **4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

#### **5. Mine Subsidence**

The land has not been proclaimed to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

#### **6. Road widening and road realignment**

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

#### **7. Council and other public authority policies on hazard risk restriction**

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

##### **Acid Sulfate Soils - Class 4**

This land is identified as Acid Sulfate Soils Class 4 on the Acid Sulfate Soils Map of the *Manly Local Environmental Plan 2013* (MLEP 2013). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the MLEP 2013.

##### **Geotechnical Risk (Landslip)**

Development on all of the land is affected by Clause 4.1.8 - *Manly Development Control Plan 2013*.

##### **Contaminated Lands**

Council has adopted a contaminated land policy which may restrict the development of land. This policy is expressed to apply when zoning or land use changes are proposed on lands which are considered to be contaminated, or on lands which have been remediated for a specific use.

- (b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

## **7A. Flood related development control Information**

- (1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

## **8. Land reserved for acquisition**

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

## **9. Contribution plans**

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

## **9A. Biodiversity certified land**

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

## **10. Biodiversity Stewardship Sites**

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

## **10A. Native vegetation clearing set asides**

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

## **11. Bush fire prone land**

**Bush Fire Prone Land**

The land is not bush fire prone land.

## **12. Property vegetation plans**

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

### **13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Council has not been notified of the existence of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

### **14. Directions under Part 3A**

There is not a direction by the Minister in force under section 75P(2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

### **15. Site compatibility certificates and conditions for seniors housing**

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

### **16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

### **17. Site compatibility certificate and conditions for affordable rental housing**

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

### **18. Paper subdivision information**

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

### **19. Site verification certificates**

There is no current site verification certificate, of which council is aware, in respect of the land

according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

## **20. Loose-fill asbestos insulation**

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

## **21 Affected building notices and building product rectification orders**

- 1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- 2) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- 3) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

***affected building notice*** has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

***building product rectification order*** has the same meaning as in the *Building Products (Safety) Act 2017*.

## **Additional matters under the Contaminated Land Management Act 1997**

Note. The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.

A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

**Ray Brownlee PSM**  
**Chief Executive Officer**

**21/04/2021**