

Doc. 13

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

(Sheet 3 of 8 sheets)

DP270215

Subdivision of 4, 32 & 43 in DP270215
covered by Subdivision Certificate No

**Full name and address of the owner of
the land:**

**Jacksons Landing Development Pty
Limited ACN 073 932 206**
30 The Bond, 30 Hickson Road, Millers
Point NSW 2000

- (i) entering the Lot Burdened; and
- (ii) taking anything onto the Lot Burdened; and
- (iii) using any existing line of Conduits or any sewer rising mains;
and
- (iv) carrying out work such as constructing, placing, repairing or
maintaining pipes, the sewer rising main, ditches, Conduits,
channels and equipment.

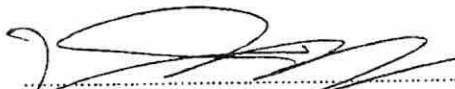
(b) In exercising those powers the Grantee must:

- (1) ensure all work is done properly; and
- (2) cause as little inconvenience as is practicable to the owner and any
occupier of the Lot Burdened; and
- (3) cause as little damage as is practicable to the Lot Burdened and the
improvements on it; and
- (4) restore the Lot Burdened as nearly as is practicable to its former
condition; and
- (5) make good any collateral damage.

2. Terms of the Easement to Drain Water 3.5 Wide (C1)

2.1 The Authority Benefited may:

- (a) drain fluid wastes in pipes through each Lot Burdened; and
- (b) do anything reasonably necessary for that purpose, including:
 - (1) entering the Lot Burdened; and



Council Authorised Person

3940233/5

Section 88B - Lot 32

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(Sheet 4 of 8 sheets)

DP270215

Subdivision of 4, 32 & 43 in DP270215
covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206
30 The Bond, 30 Hickson Road, Millers Point NSW 2000

- (2) taking anything onto the Lot Burdened; and
- (3) using any existing line of pipes; and
- (4) carrying out works, such as constructing, placing, repairing or maintaining pipes and equipment.

2.2 In exercising those powers, the Owner of the Lot Benefited must:

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

3. Terms of Easement for Footing 0.9, 1.5, and 2.5 Wide (RW)

3.1 The Owner of the Lot Benefited:

- (a) may keep the footings which at the date of registration of this plan encroached within the site of this easement (the "footings"); and
- (b) may do anything reasonably necessary for those purposes including:
 - (1) entering the Lot Burdened; and
 - (2) taking anything onto the Lot Burdened; and
 - (3) carrying out work.



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Section 88B - Lot 32

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(Sheet 5 of 8 sheets)

DP270215

Subdivision of 4, 32 & 43 in DP270215
covered by Subdivision Certificate No

Full name and address of the owner of
the land:

Jacksons Landing Development Pty
Limited ACN 073 932 206
30 The Bond, 30 Hickson Road, Millers
Point NSW 2000

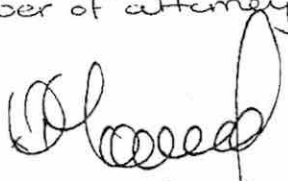
3.2 In exercising powers conferred by this easement the Owner of the Lot Benefited must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the Lot Burdened; and
- (c) make good any collateral damage.

3.3 The Owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the footings.

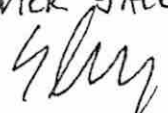
Executed by Wirabay limited by its attorney
under power of attorney dated
registered book 4488 no 627. who declare
that they have not received any notice of the
revocation of that Power of attorney in the
presence of:

Signature of attorney



name of attorney x NICK YACOEI

Signature of attorney x



name of attorney x EDEN SKRING

Signature of witness



name of witness

LACHLAN ADAMS.


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Section 88B - Lot 32

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(Sheet 6 of 8 sheets)

DP270215

Subdivision of 4, 32 & 43 in DP270215
covered by Subdivision Certificate No

Full name and address of the owner of
the land:

Jacksons Landing Development Pty
Limited ACN 073 932 206
30 The Bond, 30 Hickson Road, Millers
Point NSW 2000

Executed by Jacksons Landing
Development Pty Limited ACN 073 932 206
by its Attorneys Nicholas Yacoel + Warrick Bouye
under a Power of Attorney dated
registered Book 488 No 938
in the presence of



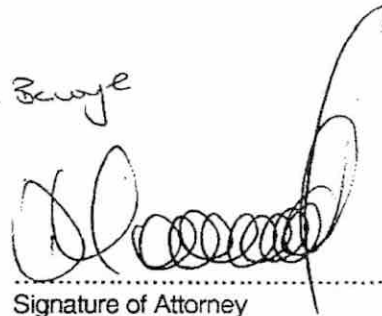
Signature of Witness

SHAUN BOND
Name of Witness




Signature of Witness

JACQUELINE MARIE SMYTH
Name of Witness



Signature of Attorney


NICHOLAS YACOE
Name of Attorney





Signature of Attorney

WARRICK BOUYE
Name of Attorney

Executed by Lunasa Pty Ltd by its attorneys
under a power of attorney dated
registered book 4488 no 622 who declare
that they have not received any notice of
the revocation of that power of attorney in
the presence of:

Signature of witness 

Name of witness LACHLAN ADAMS.

Signature of attorney: 
Name of attorney: NICK YACOE
Signature of attorney: 
Name of attorney: EDEN SKYRING



Council Authorised Person

3940233/5

Section 88B - Lot 32

Doc. 13

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(Sheet 7 of 8 sheets)

DP270215

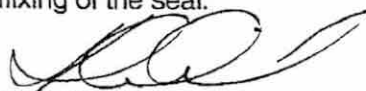
Subdivision of 4, 32 & 43 in DP270215
covered by Subdivision Certificate No

Full name and address of the owner of
the land:

**Jacksons Landing Development Pty
Limited ACN 073 932 206**

30 The Bond, 30 Hickson Road, Millers
Point NSW 2000

The common seal of **Owners
Strata Plan No SP 68839**
was affixed in the presence of
H. WELLS
being the person authorised by
section 238 of the Strata Schemes)
Management Act 1996 to attest the)
affixing of the seal:)



Signature of Witness


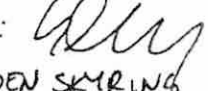
KERRY WILSON
Full Name of Witness

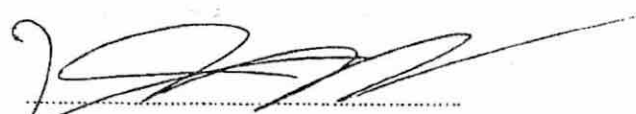


SIGNED by **DYNAMIC PROPERTY SERVICES
PTY LIMITED (ACN 002 006 760)** by its
attorney **HELEN WELLS** duly appointed
by Power of Attorney dated 4th May 2005
and who hereby states that she has not
received any notice of the revocation of
such Power of Attorney
(Registered Book **4457** No. **486**)

Executed by Reco Star Pty Limited by its
attorneys under a power of attorney dated
Registered book 4488 no : 618 who declare that
they have not received any notice of the revocation
of that Power of attorney in the presence of

Signature of witness: 
Name of witness: **LACHLAN ADAMS.**

Signature of attorney: 
Name of attorney: **NICK YACOBI**
Signature of attorney: 
Name of attorney: **EDEN SKYRING**


Council Authorised Person

3940233/5

Section 88B - Lot 32

Doc. 13

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

(Sheet 8 of 8 sheets)

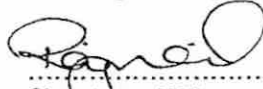
DP270215

Subdivision of 4, 32 & 43 in DP270215
covered by Subdivision Certificate No

Full name and address of the owner of
the land:

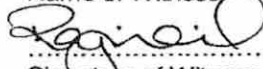
**Jacksons Landing Development Pty
Limited ACN 073 932 206**
30 The Bond, 30 Hickson Road, Millers
Point NSW 2000

Executed by Australian Executor
Trustees (NSW) Limited)
ACN 00 329 706)
by its Attorneys under a Power of)
Attorney Book No. 580 dated)
16/2/06. and who declare)
that they have not received any notice)
of the revocation of that Power of)
Attorney in the presence of:)


Signature of Witness

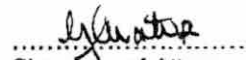
RAJNEIL KARAN

Name of Witness


Signature of Witness

RAJNEIL KARAN

Name of Witness


Signature of Attorney

YVONNE MATUS
Name of Attorney


Signature of Attorney

JOANNE COCHRANE
Name of Attorney


Council Authorised Person

3940233/5

Section 88B - Lot 32

REGISTERED  13.2.2008

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



(Sheet 1 of 6 sheets)

Plan: **DP270215 B**

Subdivision of Lots 76 and 77 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206
30 The Bond, 30 Hickson Road
Millers Point NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Support variable width (K)	78	79
2	Positive Covenant	78	Sydney Harbour Foreshore Authority and City of Sydney
3	Easement for Access and Maintenance variable width (M)	79	78

Part 2 (Terms)

In this Instrument:

Instrument means this section 88B Instrument.

Lot Benefited means the lot having the benefit of an easement.

Lot Burdened means the lot having the burden of an easement.

Plan means the plan of subdivision to which this Instrument relates.

A word used in this Instrument that is defined in the Act has a corresponding meaning.

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Council Authorised Person

4159410/4

Doc. 14

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

(Sheet 2 of 6 sheets)

Plan: DP270215

Subdivision of Lots 76 & 77 in DP270215
covered by Subdivision Certificate No

Full name and address of the owner of the land:

**Jacksons Landing Development Pty
Limited ACN 073 932 206
30 The Bond, 30 Hickson Road
Millers Point NSW 2000**

1. Terms of Easement for Support numbered 1 in the plan.

- 1.1 The owner of the Lot Burdened grants to the owner of the Lot Benefited the right for the Lot Benefited to be supported by the Lot Burdened to the extent that the Lot Benefited derives support from the Lot Burdened on the conditions set out in this easement.
- 1.2 The Owner of the Lot Burdened must, at its own cost, maintain and repair the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefited at all times by amongst other things, ensuring that the support is regularly inspected, maintained, repaired and replaced to the satisfaction of the owner of the Lot Benefited.

2. Terms of Positive Covenant to remain numbered 2 in the plan

- 2.1 The Owner of the Lot Burdened must, at its own cost, maintain, repair and replace the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefited at all times by amongst other things, ensuring that the support is regularly inspected, maintained, repaired and replaced to the satisfaction of the owner of the Lot Benefited.
- 2.2 If the Owner of the Lot Burdened does not maintain, repair and replace the support provided by the Owner of the Lot Burdened to the Lot Benefited as required under clause 2.1, the owner of the Lot Benefited may (without limiting or prejudicing the owner of the Lot Benefited's right to make a claim against the owner of the Lot Burdened for failing to comply with its obligations), at the cost of the Owner of the Lot Burdened, do anything reasonably necessary for the purpose of exercising its rights under this covenant, including:
 - (a) carrying out work on the Lot Burdened to ensure that support is maintained to the Lot Benefited, including additional supporting works reasonably necessary; and


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Council Authorised Person

Doc. 14

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

(Sheet 3 of 6 sheets)

Plan: DP270215

Subdivision of Lots 76 & 77 in DP270215
covered by Subdivision Certificate No

Full name and address of the owner of the land:

**Jacksons Landing Development Pty
Limited ACN 073 932 206**
30 The Bond, 30 Hickson Road
Millers Point NSW 2000

- (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonably period of time for that purpose.

2.3 In exercising its rights under this covenant, the owner of the Lot Benefited must:

- (a) ensure that all work is done properly;
- (b) cause as little interference as reasonably practicable to the owner of the Lot Burdened or to any occupiers of the Lot Burdened;
- (c) cause as little damage as is reasonably practicable to the Lot Burdened and any improvements on it; and
- (d) if material damage (being material damage arising because the owner of the Lot Benefited has not complied with paragraphs (a), (b) and (c) of this clause 2.3) is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.

2.4 Except when urgent work is required, the owner of the Lot Benefited must:

- (a) give the owner of the Lot Burdened or its nominee reasonable notice of intention to enter the Lot Burdened;
- (b) only enter the Lot Burdened during times reasonably agreed with the owner of the Lot Burdened;
- (c) comply with the reasonable directions of the owner of the Lot Burdened (which term, for the purposes of this clause 2.4(c) includes an owners corporation but does not include any lessee under a lot lease in a Strata Scheme registered in respect of the Lot Burdened) relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered into by the owner of the Lot Benefited.


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Council Authorised Person

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

(Sheet 4 of 6 sheets)

Plan: DP270215

Subdivision of Lots 76 & 77 in DP270215
covered by Subdivision Certificate No

Full name and address of the owner of the land:

**Jacksons Landing Development Pty
Limited ACN 073 932 206**
30 The Bond, 30 Hickson Road
Millers Point NSW 2000

2.5 Subject to clause 2.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the owner of the Lot Benefited and the Council, as the case may be, from and against all damage, expense, loss or liability of any nature suffered or incurred by the owner of the Lot Benefited or the Council that is caused by the support not being maintained, repaired and replaced by the owner of the Lot Burdened when necessary including:


- (a) all costs incurred by the owner of the Lot Benefited under clause 2.2;
- (b) loss or damage to the property of the owner of the Lot Benefited; and
- (c) damage, expense, loss or liability in respect of personal injury or death.

2.6 The owner of the Lot Burdened's release and indemnity under clause 2.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the owner of the Lot Benefited or its officers, employees, contractors or agents.

3. Terms of Easement for Access and Maintenance numbered 3 in the plan

3.1 Subject to clause 3.2, the owner of the Lot Benefited may:

- (a) by any reasonable means pass across and access the Lot Benefited from the Lot Burdened to inspect, maintain, renovate, repair, replace, construct and carry out work on the Lot Burdened to ensure that support of the Lot Burdened is maintained and any other parts of the Lot Burdened, access to which is not otherwise reasonably able to be obtained other than from the Lot Burdened.
- (b) dig up any surface or structure on or in the Lot Burdened to do anything contemplated by clause 3.1(a);



.....
Council Authorised Person

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

(Sheet 5 of 6 sheets)

Plan: DP270215

Subdivision of Lots 76 & 77 in DP270215
covered by Subdivision Certificate No

Full name and address of the owner of the land:

**Jacksons Landing Development Pty
Limited ACN 073 932 206
30 The Bond, 30 Hickson Road
Millers Point NSW 2000**

- (c) take anything on to the Lot Burdened including any vehicles, equipment and materials as may be reasonably necessary for such purpose;
 - (d) carry out any of the above work and any associated works for such purpose.
- 3.2 In exercising the rights referred to in clause 3.1, the owner of the Lot Benefited must:
- (a) obtain all necessary consents from all relevant government agencies;
 - (b) give to the owner of the Lot Burdened at least one months written notice before entering the Lot Burdened for the purposes set out in clause 3.1. However, in the event of an emergency, no notice is required;
 - (c) co-ordinate access and all work within the Lot Burdened with the owner of the Lot Burdened;
 - (d) cause as little inconvenience to the owner of the Lot Burdened and other users of the Lot Burdened as is practicable in the circumstances;
 - (e) ensure all work is done properly and in accordance with all statutory requirements;
 - (f) cause as little damage as is practicable to the Lot Burdened and any improvements on it and not do anything which will in any way detract from the stability of the Lot Burdened.
 - (g) regularly remove all rubbish, debris, waste and garbage resulting from any works undertaken; and
 - (h) make good any collateral damage and as reasonably practicable, restore the Lot Burdened to its condition prior to commencement of the works.



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Council Authorised Person

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

(Sheet 6 of 6 sheets)

Plan: **DP270215**

Subdivision of Lots 76 & 77 in DP270215
covered by Subdivision Certificate No

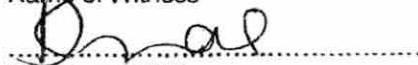
Full name and address of the owner of
the land:

**Jacksons Landing Development Pty
Limited ACN 073 932 206**
30 The Bond, 30 Hickson Road
Millers Point NSW 2000

Executed by Jacksons Landing
Development Pty Limited
by its Attorneys
under a Power of Attorney dated 16 April 2007
registered Book 454 No 308
in the presence of


Signature of Witness

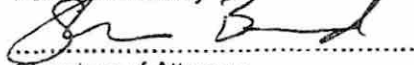
TRACY SIMPSON
Name of Witness


Signature of Witness

Danielle Kouras
Name of Witness


Signature of Attorney

EDEN SKYRING
Name of Attorney


Signature of Attorney

SHAUN BOND
Name of Attorney


Council Authorised Person

4159410/4



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

Plan: **DP270215**

Plan of Subdivision of Development Lots 64 & 66 in
Community Plan 270215 covered by Council's
Certificate No

Full name and address of the owner of the land: Jacksons Landing Development Pty Limited ACN 073 932 206 of 30
The Bond, Hicksons Road, Millers Point

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Access Variable Width (2A) (Limited in Stratum)	81	CP/SP76418
2	Easement for Services Variable Width (2B) (Limited in Stratum)	81 82	82 81
3	Easement for Fire Stairs and Passages Variable Width (2C) (Limited in Stratum)	81 82	82 81
4	Easement for Construction Purpose Variable Width (2D) (Limited in Stratum)	81	82
5	Easement for Visitor Parking Variable Width (2E) (Limited in Stratum)	81	82 and CP/SP 76418
6	Easement to use Bicycle Storage Room Variable Width (2F) (Limited in Stratum)	81	CP/SP 76418
7	Easement to use Loading Dock Variable Width (2G) (Limited in Stratum)	81	CP/SP 76418
8	Easement to use Car Wash Bay Variable Width (2H) (Limited in Stratum)	81	CP/SP 76418

J. Cooper
JENNIFER COOPER

Council Authorised Person

Stagorn
Michael

DP270215

(DOC.15) Sheet 2 of 11

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

Part 2 (Terms)

1. Interpretation

1.1 Definitions

In this instrument, unless a contrary intention appears:

Act means the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.

Authorised User means any person authorised by a prescribed authority or the Grantee of the Lot Benefited (as the case may be) for the purposes of any Easement created by this Instrument, and includes:

- (a) if the Grantee is or becomes a Strata Scheme, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Conveyancing Act means the *Conveyancing Act 1919 (NSW)*.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:


- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of the Easement.

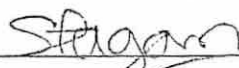
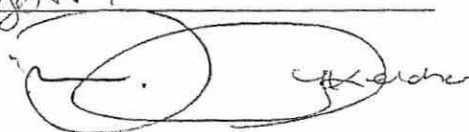
Grantee means;

- (a) the owner or mortgagee in possession of the Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the owner or mortgagee in possession of the Lot Burdened.

Council Authorised Person _____


JENNIFER COOPER

DP270215

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

Instrument means this section 88B instrument.

Knox on Bowman means part of the Building erected within lot 63 DP270215 being the low rise building known as Knox on Bowman.

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

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

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

Occupier means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of a Lot Burdened.

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

Services includes water, sewerage, drainage, gas, electricity, ventilation, lighting, irrigation, exhaust, air-conducted air, air-conditioned air, garbage, telephone, television or radio impulses or signal services.

Strata Plan means a strata plan registered under the Act.

Strata Management Statement means a strata management statement registered according to the Act which applies to any of the lots in the Plan.

Strata Scheme means a strata scheme created under the Act.

1.2 Unless a contrary intention appears, a reference in this Instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words "include", "including", "for example", amongst other things or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

Council Authorised Person


JENNIEA COOPER




DP270215

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

- 1.3 Headings do not affect the interpretation of this Instrument.
- 1.4 A requirement in an Easement (other than a positive covenant under Section 88B of the Conveyancing Act) which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act except that subsections (6) and (7) do not apply.
- 1.5 The rights and obligations in an Easement that do not provide for extinguishment and removal of that Easement from the relevant titles upon a dedication of Lot Burdened as a Public Road is intended to continue to apply after any such dedication. In other words, the dedication is intended to occur subject to those Easements.

2. Covenants and agreements between Grantee and Grantor

The conditions, covenants and restrictions in this Instrument, including those within this clause and in each of the Easements, are covenants and agreements between:

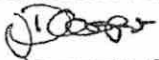
- (a) the Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) the Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment

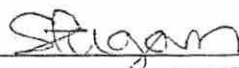
to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements.

3. Complying with this Instrument and the Strata Management Statement

- 3.1 This clause applies to each Easement.
- 3.2 The Grantee and Grantor must, as appropriate, comply with the terms of the Easements.
- 3.3 For each Easement, the Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the Instrument when they exercise their rights or comply with their obligations under this Instrument.
- 3.4 If a notice to the Grantor is required to be given under this Instrument, that notice must also be given to each Occupier. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

Council Authorised Person


JENNIFER COOPER





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

DP270215

3.5 For each Easement in this Instrument, the Grantee must:

- (a) comply with a Strata Management Statement [including any architectural code and shared facilities code adopted according to a Strata Management Statement]; and
- (b) use reasonable endeavours to ensure that its Authorised Users comply with a Strata Management Statement [including any architectural code and shared facilities code adopted according to a Strata Management Statement.]

4. Effect of the strata management statement

- 4.1 Clauses 4.2 and 4.3 apply to each Easement in this Instrument.
- 4.2 If a Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or Authorised User, the rules must be consistent with the Easement and a Strata Management Statement. A Strata Management Statement prevails to the extent of any inconsistency.
- 4.3 If a Strata Management Statement regulates the apportionment of costs in relation to an Easement or Easement Site and there is an inconsistency between the apportionment of costs and a Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

EASEMENTS

5. Terms of Easement for Access (2A) numbered 1 in the Plan

5.1 This easement benefits


- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
- (b) any Authorised User.

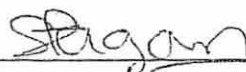
5.2 The Grantee and any Authorised User may:

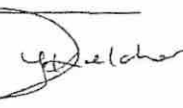
- (a) on foot; and
- (b) with a vehicle

pass and repass across that part of the Lot Burdened by this easement, with or without any tools, containers, equipment or other such items, to get to or from the Lot Benefited and to or from any shared garbage rooms, shared services, facilities, rooms and associated conduits situated on the Lot Burdened.

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

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- 5.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened;
 - (c) make good any collateral damage;
 - (d) make sure that any fire doors are kept securely shut after passing across that part of the Lot Burdened to get to or from the Lot Benefited ; and
 - (e) clean any dirt, spillage or other matter caused by them.
- 5.4 The Grantor and the Grantee must keep and maintain in good and substantial repair order and condition that part of the Lot Burdened by this easement and must carry out any works that are reasonable necessary including constructing placing repairing or maintaining trafficable surfaces, walkways or structures to ensure that the right of access are suitable for use.
- 5.5 If the Grantor fails to comply within a reasonable time with the provisions of clause 5.4, the Grantee may do anything reasonably necessary to ensure the right of access is suitable for use including:
- (a) entering the Lot Burdened; and
 - (b) taking anything on to the Lot Burdened,


as reasonably required for the purposes of carrying out work on or within the right of access including constructing, placing, repairing or maintaining trafficable surfaces, walkways or structures.

6. Terms of Easement for Services (2B) numbered 2 in the Plan

6.1 The Grantee may:

- (a) pass Services supplied to the Grantee through each Lot Burdened; and
- (b) do anything reasonably necessary for that purpose, including:

Council Authorised Person


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DP270215

(DOC.15) e-plan
Sheet 7 of 11

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

- (i) entering the Lot Burdened; and
- (ii) taking anything on to the Lot Burdened; and
- (iii) carrying out work, such as installing, construction, placing and repairing conduits, structures and equipment in connection with the Services.

6.2 In exercising those powers, the Grantee must:

- (a) comply with the approvals and requirements of any governmental agencies and with the reasonable requirements of the Grantor when carrying out works; and
- (b) ensure all work is done properly; and
- (c) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (e) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage; and
- (g) obey all reasonable directions of the Grantor and any occupier of the Lot Burdened.

7. Terms of Easement for Fire Stairs and Passages (2C) numbered 3 in the Plan

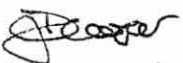
7.1 The Grantee and any Authorised User may pass and repass across the Lot Burdened by foot only and only for the permitted purpose of getting to or from the Lot Benefited in an emergency or fire or for fire drill purposes.

7.2 In exercising the rights under clause 7.1, the Grantee must:

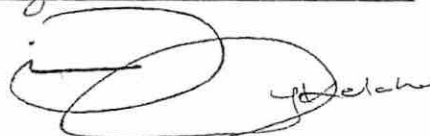
- (a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (c) make good any collateral damage.

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JENNIFER COOPER





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

DP270215

8. Terms of Easement for Construction Purposes Variable Width (2D) (Limited in Stratum) numbered 4 in the Plan


8.1 The Grantee may:

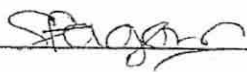

- (a) use that part of the Lot Burdened indicated on the plan for the purpose of carrying out all necessary construction work on, or on any structure on, the site of the Easement on the Lot Benefited in order to construct the building on the Lot Benefited which cannot otherwise reasonably be carried out; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering into the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened;
 - (iii) installing, keeping and using any scaffolding, plant, equipment and machinery on the Lot Burdened; and
 - (iv) retaining the footings of cranes, the tower and support structures for the cranes and other equipment and machinery on the Lot Burdened.

8.2 In exercising those powers, the Grantee must:

- (a) ensure that all work on the Lot Benefited is done properly and carried out as quickly as is practicable; and
- (b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and
- (c) ensure that access through the Lot Burdened is maintained or alternate access is provided which does not unreasonably inconvenience any occupier of the Lot Burdened; and
- (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it. and
- (e) make good any collateral damage.

Council Authorised Person _____


JENNIFER COOPER

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

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8.3 If:

- (a) the Grantee has failed to carry out a responsibility imposed by this Easement; and
- (b) the Grantor has notified the Grantee in writing of such failure; and
- (c) the Grantee has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 8.3(b) (such time to be reasonable) and if no time is specified, within 20 business days,

the Grantor may, acting reasonably, take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense reasonably incurred by the Grantor from the Grantee.

8.4 This easement will cease to have effect on the date which is 6 months after the registration of the strata plan for last building constructed on the Lot Benefited.

8.5 The Grantee must provide the Grantor with a copy of the final occupation certificate within 10 to 15 business days of the date of the final occupation certificate of the last building constructed on the Lot Benefited.

9. Terms of Easement for Visitor Parking variable width (2E) (limited in stratum) numbered 5 in the Plan:

9.1 The site of the easement may be used for the parking of vehicles of visitors to occupants of Knox on Bowman and Lots 81 and 82 in this subdivision.

9.2 The site of the easement may only be used for the parking of visitors' vehicles and for no other purpose.

10. Terms of Easement to use Bicycle Storage Room variable width (2F) (limited in stratum) numbered 6 in the Plan:


Full, free and unimpeded right for occupants of the Lot Benefited in common with the occupants of the Lot Burdened to use the Easement Site for the purpose of storing bicycles.

11. Terms of right to use Loading Dock variable width (2G) (limited in stratum) numbered 7 in the Plan

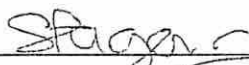

11.1 Full, free and unimpeded right for the owner of the Lot Benefited in common with the owner of the Lot Burdened and persons authorised by them to use the Easement Site for the purpose of the delivery, loading and unloading of furniture and goods subject to the conditions set out in clause 11.2.

11.2 The Easement Site may not be used between 10.00 pm and 6.00 am on any days.

Council Authorised Person


JENNIFER COOPER

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

DP270215

12. Terms of Easement to use Car Wash Bay variable width (2H) (limited in stratum) numbered 8 in the Plan

Full, free and unimpeded right for the occupants of the Lot Benefited in common with the occupants of the Lot Burdened to use the Easement Site for the purpose of washing vehicles.

~~The Common Seal of Jacksons Landing~~
Development Pty Limited was affixed in the
presence of:

Secretary/Director

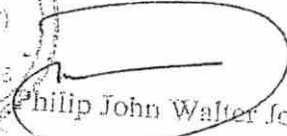
Director

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The common seal of Owners – Strata Plan
76418 was affixed in the presence of:

being the person authorised by s.238 of the *Strata
Schemes Management Act 1996* to attest the
affixing of the seal.


Philip John Walter Joseph

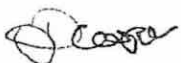
Authorised signatory

X

Print name

Yvonne Kellogg

Council Authorised Person _____


JENNIFER COOPER

DP270215

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

Consent by mortgagee

The Common Seal of Tower Trust (NSW)

Limited Development Pty Limited was affixed in the presence of:

Secretary/Director

Director

Please print

Please print

EXECUTED BY AUSTRALIAN EXECUTORS TRUSTEES (NSW) LIMITED BY ITS ATTORNEYS UNDER A POWER OF ATTORNEY BOOK 4517 NO 213 DATED 12/4/2007 AND WHO DECLARED THAT THEY HAVE NOT RECEIVED ANY NOTICE OF THE REVOCATION OF THAT POWER OF ATTORNEY IN THE PRESENCE OF:

ATTORNEY

Philip John Walter Joseph

PRINT NAME

SIGNATURE OF WITNESS

RAJNEIL KARAN

PRINT NAME AND ADDRESS
Council Authorised Person

122, 207 Kent St, Sydney NSW 2000

Signature

PRINT NAME

EXECUTED BY JACKSON'S LANDING DEVELOPMENT PTY LIMITED ACN 073 932 206 BY ITS ATTORNEYS UNDER A POWER OF ATTORNEY DATED 3 JULY 2008 REGISTERED BOOK 4518 NO 512 WHO DECLARE THEY HAVE NO NOTICE OF THE REVOCATION OF THAT POWER OF ATTORNEY IN THE PRESENCE OF:

ATTORNEY

JENNIFER COOPER
PRINT NAME

SIGNATURE OF WITNESS

Danielle Kovacs

PRINT NAME & ADDRESS

10 Level 1, 19 Harris St Pyrmont

ATTORNEY

Eden Skyring
PRINT NAME

ePlan (DOC.16)

Sheet 1 of 22

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

Plan: **DP270215**

Plan of Subdivision of Development Lot 82 in
 Community Plan 270215 covered by Council's
 Certificate No 33/2010.

Full name and address of the owner of the land: Jacksons Landing Developments Pty Limited ACN 073 932 206 of 30
 The Bond, Hicksons Road, Millers Point

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Access Variable Width (3A) (Limited in Stratum)	83 84	CP/SP76418 and CP/SP82306 and 84 83
2	Easement for Services (3B) (Whole of Lot)	83 84	84 83
3	Easement for Fire Stairs and Passages (3C) (Whole of Lot)	83 84	84 83
4	Easement for Access and Maintenance (3D) (Whole of Lot)	85	83
5	Easement for Construction Purposes Variable Width (3E) (Limited in Stratum)	83	84
6	Easement for Support and Shelter (3F) (whole of lot)	83 84	84 83
7	Easement for Visitor Parking Variable Width (3G) (Limited in Stratum)	83	CP/SP82306 CP/SP76418
8	Easement for Support 9.01 wide and variable (3H) (Limited in Stratum)	83	85
9	Positive Covenant	83	Council of the City of Sydney and Ministerial Holding Corporation

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26/08/2010

Council Authorised Person

A. Mcneach
[Signature]

[Signature]
[Signature]

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

DP270215

10	Easement for Crane Jib Swing Variable Width (3J) (Limited in Stratum)	83	84
11	Easement to use Loading Dock Variable Width (3K) (Limited in Stratum)	83	84 CP/SP82306
12	Easement for Visitor Parking Variable Width (3L) (Limited in Stratum).	83 84	84 83
13	Easement to use Garbage Room Variable Width (3M) (Limited in Stratum)	83	84
14	Easement to Drain Water 0.5, 5.4 and 9.01 wide (3N) (Limited in Stratum)	83	85
15	Positive Covenant	83	Council of the City of Sydney and Ministerial Holding Corporation
16	Easement to use Carwash Bay Variable Width (3P) (Limited in Stratum)	84	83
17	Restriction on the Use of Land	83, 84	Council of the City of Sydney
18	Restriction on the Use of Land	83, 84	Council of the City of Sydney

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26/08/2010

Council Authorised Person

[Signature]

X *[Signature]*
 X *[Signature]*

X *[Signature]*
 X *[Signature]*

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

DP270215

Part 2 (Terms)

1. Interpretation

1.1 Definitions

In this instrument, unless a contrary intention appears:

Act means the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.

Authorised User means any person authorised by a prescribed authority or the Grantee of the Lot Benefited (as the case may be) for the purposes of any Easement created by this Instrument, and includes:

- (a) if the Grantee is or becomes a Strata Scheme, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Building means the complex of buildings at Distillery Hill with shared substructure known as Knox on Bowman, Stonecutters, Sugar Dock and Silk.

Conveyancing Act means the *Conveyancing Act 1919 (NSW)*.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of the Easement.

Grantee means;

- (a) the owner or mortgagee in possession of the Lot Benefited; and
- (b) an Authority Benefited.

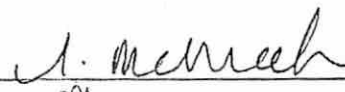


Grantor means the owner or mortgagee in possession of the Lot Burdened.



Instrument means this section 88B instrument.

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26/08/2010

Council Authorised Person

DP270215

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

Knox on Bowman means that part of the Building erected within lot 63 DP270215 (being Strata Plan 76418).

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

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

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

Occupier means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of a Lot Burdened.

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

Services includes water, sewerage, drainage, gas, electricity, ventilation, lighting, irrigation, exhaust, air-conducted air, air-conditioned air, garbage, telephone, television or radio impulses or signal services.

Silk means that part of the Building to be erected within lot 84 DP270215.

Stonecutters means that part of the Building erected within lot 81 DP270215 (being Strata Plan 82306).

Strata Plan means a strata plan registered under the Act.

Strata Management Statement means a strata management statement registered according to the Act which applies to any of the lots in the Plan.

Strata Scheme means a strata scheme created under the Act.

Sugar Dock means that part of the Building erected within lot 83 DP270215.

1.2 Unless a contrary intention appears, a reference in this Instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words "include", "including", "for example", amongst other things or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.


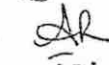
1.3 Headings do not affect the interpretation of this Instrument.

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26/08/2010

Council Authorised Person



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DP270215

ePlan (DOC.16)
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

- 1.4 A requirement in an Easement (other than a positive covenant under Section 88B of the Conveyancing Act) which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act except that subsections (6) and (7) do not apply.
- 1.5 The rights and obligations in an Easement that do not provide for extinguishment and removal of that Easement from the relevant titles upon a dedication of Lot Burdened as a Public Road is intended to continue to apply after any such dedication. In other words, the dedication is intended to occur subject to those Easements.

2. Covenants and agreements between Grantee and Grantor

The conditions, covenants and restrictions in this Instrument, including those within this clause and in each of the Easements, are covenants and agreements between:

- (a) the Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) the Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements.

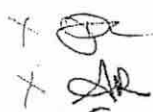
3. Complying with this Instrument and the Strata Management Statement

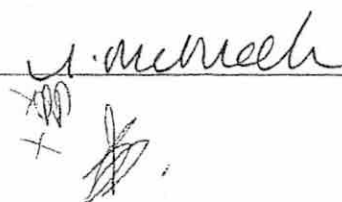
- 3.1 This clause applies to each Easement.
- 3.2 The Grantee and Grantor must, as appropriate, comply with the terms of the Easements.
- 3.3 For each Easement, the Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the Instrument when they exercise their rights or comply with their obligations under this Instrument.
- 3.4 If a notice to the Grantor is required to be given under this Instrument, that notice must also be given to each Occupier. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.
- 3.5 For each Easement in this Instrument, the Grantee must:
 - (a) comply with a Strata Management Statement [including any architectural code and shared facilities code adopted according to a Strata Management Statement]; and
 - (b) use reasonable endeavours to ensure that its Authorised Users comply with a Strata Management Statement [including any architectural code and shared facilities code adopted according to a Strata Management Statement.]

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26/08/2010

Council Authorised Person





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

4. Effect of the Strata Management Statement

- 4.1 Clauses 4.2 and 4.3 apply to each Easement in this Instrument.
- 4.2 If a Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or Authorised User, the rules must be consistent with the Easement and a Strata Management Statement. A Strata Management Statement prevails to the extent of any inconsistency.
- 4.3 If a Strata Management Statement regulates the apportionment of costs in relation to an Easement or Easement Site and there is an inconsistency between the apportionment of costs and a Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

EASEMENTS

5. Terms of Easement for Access (3A) numbered 1 in the Plan

5.1 This easement benefits

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
- (b) any Authorised User.

5.2 The Grantee and any Authorised User may:

- (a) on foot; and
- (b) with a vehicle

pass and repass across that part of the Lot Burdened by this easement, with or without any tools, containers, equipment or other such items, to get to or from the Lot Benefited and to or from any shared garbage rooms, shared services, facilities, rooms and associated conduits situated on the Lot Burdened.


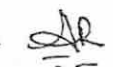
5.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:



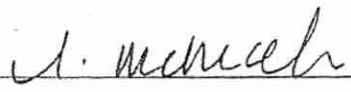
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened;
- (c) make good any collateral damage;
- (d) make sure that any fire doors are kept securely shut after passing across that part of the Lot Burdened to get to or from the Lot Benefited ; and

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(e) clean any dirt, spillage or other matter caused by them.

5.4 The Grantor and the Grantee must keep and maintain in good and substantial repair order and condition that part of the Lot Burdened by this easement and must carry out any works that are reasonable necessary including constructing placing repairing or maintaining trafficable surfaces, walkways or structures to ensure that the right of access are suitable for use.

5.5 If the Grantor fails to comply within a reasonable time with the provisions of clause 5.4, the Grantee may do anything reasonably necessary to ensure the right of access is suitable for use including:

- (a) entering the Lot Burdened; and
- (b) taking anything on to the Lot Burdened,

as reasonably required for the purposes of carrying out work on or within the right of access including constructing, placing, repairing or maintaining trafficable surfaces, walkways or structures.

6. Terms of Easement for Services (3B) numbered 2 in the Plan

6.1 The Grantee may:

- (a) pass Services supplied to the Grantee through each Lot Burdened; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work, such as installing, construction, placing and repairing conduits, structures and equipment in connection with the Services.

6.2 In exercising those powers, the Grantee must:

- (a) comply with the approvals and requirements of any governmental agencies and with the reasonable requirements of the Grantor when carrying out works; and
- (b) ensure all work is done properly; and
- (c) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (e) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage; and

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(g) obey all reasonable directions of the Grantor and any occupier of the Lot Burdened.

7. Terms of Easement for Fire Stairs and Passages (3C) numbered 3 in the Plan

7.1 The Grantee and any Authorised User may pass and repass across the Lot Burdened by foot only and only for the permitted purpose of getting to or from the Lot Benefited in an emergency or fire or for fire drill purposes.

7.2 In exercising the rights under clause 7.1, the Grantee must:

- (a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (c) make good any collateral damage.

8. Terms of Easement for Access and Maintenance (3D) numbered 4 in the Plan

8.1 Subject to clause 8.3 the Grantee may:

- (a) by any reasonable means pass across and access Lot Benefitted from the Lot Burdened to inspect, maintain, renovate, repair, replace, construct and carry out work on the water membrane system and other parts of the building situated within the Lot Benefitted, access to which is not otherwise reasonably able to be obtained other than from the Lot Burdened.
- (b) dig up any surface or structure on or in the Lot Burdened to do anything contemplated by clause 8.1(a);
- (c) take anything on to the Lot Burdened including any vehicles, equipment and materials as may be reasonably necessary for such purpose;
- (d) carry out any of the above work and any associated works for such purpose.

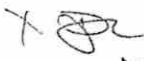

8.2 In exercising the right referred to in clause 8.1, the Grantee must:

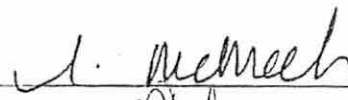


- (a) obtain all necessary consents from all relevant government agencies; and
- (b) ensure all work is done properly; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works; and ;
- (e) make good any collateral damage; and

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- (f) not do anything which will in any way detract from the stability of any structure contained within or placed on the Lot Burdened.

8.3 The Grantee must:

- (a) give the Grantor at least one week's written notice before entering the Lot Burdened for the purpose set out in clause 8.1. However if there is an emergency, no notice is required.
- (b) co-ordinate access and all work within the Lot Burdened with the Grantor;
- (c) cause as little inconvenience to the Grantor and other users of the Lot Burdened as is practicable in the circumstances;
- (d) ensure that vehicular access across the lot Burdened is reasonably maintained at all reasonable times.

8.4 The Grantor must not do or allow anything to be done to damage or interferes with the roof membrane or other parts of the building.

9. Terms of Easement for Construction Purposes Variable Width (3E) numbered 5 in the Plan

9.1 The Grantee may:

- (a) use that part of the Lot Burdened indicated on the plan for the purpose of carrying out all necessary construction work on, or on any structure on, the site of the Easement on the Lot Benefited in order to construct the building on the Lot Benefited which cannot otherwise reasonably be carried out; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering into the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened;
 - (iii) subject to clause 9.2, installing, keeping and using any scaffolding, plant, equipment and machinery on the Lot Burdened; and
 - (iv) subject to clause 9.2, retaining the footings of cranes, the tower and support structures for the cranes and other equipment and machinery on the Lot Burdened

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- 9.2 If the Grantee's exercise of any of its rights under this easement restricts access to or use of carspaces or storage lots within the Lot Burdened for any period of time, the exercise of these rights is subject to the Grantee first providing alternate parking space/s and storage facilities to the affected owner or occupier of the Burdened Lot.
- 9.3 If any part of the Lot Burdened forms a carspace or storage lot within a subsequent strata scheme, that part of the lot is not subject to the provisions of clause 9.1(b) (iii) and (iv).
- 9.4 In exercising those powers, the Grantee must:
- (a) ensure that all work on the Lot Benefited is done properly and carried out as quickly as is practicable; and
 - (b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and
 - (c) ensure that access through the Lot Burdened is maintained or alternate access is provided which does not unreasonably inconvenience any occupier of the Lot Burdened; and
 - (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and
 - (e) where the easement burdens car space and storage space lots in subsequent strata schemes, ensure that the car spaces and storage spaces are capable of being used at all times for their intended use; and
 - (f) make good any collateral damage.
- 9.5 If:
- (a) the Grantee has failed to carry out a responsibility imposed by this Easement; and
 - (b) the Grantor has notified the Grantee in writing of such failure; and
 - (c) the Grantee has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 9.4(b) (such time to be reasonable) and if no time is specified, within 20 business days,
- the Grantor may, acting reasonably, take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense reasonably incurred by the Grantor from the Grantee.
- 9.6 This easement will cease to have effect on the date which is 6 months after the registration of the strata plan for last building constructed on the Lot Benefited.
- 9.7 The Grantee must provide the Grantor with a copy of the final occupation certificate within 10 to 15 business days of the date of the final occupation certificate of the last building constructed on the Lot Benefited.

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10. Terms of Easement for Support & Shelter variable width (3F) numbered 6 in the Plan:

- 10.1 The Grantor grants to the Grantee the full, free and unimpeded right to have each and every part of any building or structure within the Lot Benefited supported, upheld and maintained vertically and horizontally by the soil of (where applicable) and each structure on the Lot Burdened or any part of it which is capable of affording support.
- 10.2 In this easement, structure includes floors, steps and staircases, brick walls, the ends of flooring boards, joists, bearers, columns, iron, steel timber, reinforced concrete and other materials already inserted or to be inserted and or used in the structure of any part of any building or structure on the Lot Benefited.
- 10.3 The Grantor grants the Grantee the right of shelter:
- (a) by all such parts of any building or structure on the Lot Burdened as are capable of affording shelter; and
 - (b) of all such other parts of any building or structure on the Lot Benefited as are capable of being sheltered by the building or structure on the Lot Burdened.

11. Terms of Easement for Visitor Parking variable width (3G) (limited in stratum) numbered 7 in the Plan:

- 11.1 The site of the easement may be used for the parking of vehicles of visitors to occupants of Knox on Bowman, Stonecutters and Sugar Dock.
- 11.2 The site of the easement may only be used for the parking of visitors' vehicles and for no other purpose.

12. Terms of Easement for Support (3H) numbered 8 in the Plan:

- 12.1 The Grantor grants to the Grantee the right for the Lot Benefited to be supported by the lot Burdened to the extent that the Lot Benefited derives support from the Lot Burdened on the conditions set out in this easement.
- 12.2 The grantor must, at its own cost, maintain and repair the support to that part of the Lot burdened which is capable of affording support to the Lot Benefited at all times by, amongst other things, ensuring that the support (including any membrane that provides support to the lot Benefited) is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.
- 12.3 The grantor may have obligations under a Strata Management Statement (and any shared facilities code adopted under a strata management statement] regarding the operation, maintenance, use and cost appointment for the Easement Site and the facilities in the Easement Site. In complying with these obligations, the Grantor and its Authorised Users must comply with any requirement in a Strata Management Statement.
- 12.4 If the Grantor does not maintain the support provided by the Lot Burdened to the Lot Benefited as required under clause 12.2, the Grantee may (without limiting or prejudicing

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the Grantee's right to make a claim against the Grantor for failing to comply with its obligations), at the cost of the Grantor, do anything reasonably necessary for the purpose of exercising its rights under this easement, including:

- (a) carrying out work on the Lot Burdened to ensure that support is maintained to the Lot Benefited, including additional supporting works reasonably necessary; and
- (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.

12.5 In exercising its rights under this easement, the Grantee must:

- (a) ensure that all work on the Lot Benefited is done properly; and
- (b) cause as little interference as is reasonably practicable to the Grantor or to any occupier; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it. and
- (d) if material damage (being material damage arising because the Grantee has not complied with paragraphs (a), (b) or (c) of clause 12.5) is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.

12.6 Except when urgent work is required, the Grantee must:

- (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened; and
- (b) only enter the Lot Burdened during times reasonably agreed with the Grantor; and
- (c) comply with the reasonable directions of the Grantor (which term for the purposes of clause 12.6(c) includes an Owners Corporation but does not include any lessee under a lot lease in a strata scheme registered in respect of the Lot Burdened) relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.

12.7 Subject to clause 12.8, the Grantor releases and indemnifies and keeps indemnified the Grantee, the Council or relevant Authority as the case may be against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the support malfunctioning or not working, or by reason of the Grantee carrying out the repairs or maintenance works contemplated under clause 12.4 including:

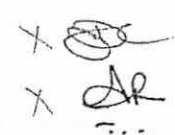
- (a) all costs incurred by the Grantee under clause 12.2;
- (b) loss or damage to the property of the Grantee, Council or relevant Authority;
- (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.

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

12.8 The Grantor's release and indemnity under clause 12.6 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.

13. Terms of Positive Covenant numbered 9 in the Plan

13.1 The Grantor must maintain the support referred to clause 12 of this Instrument at all times by, amongst other things, ensuring that the support is regularly inspected, maintained, repaired and kept in a sound structural condition.

13.2 If a Grantor does not maintain the support provided by the Lot Burdened to the Land Benefited as required under clause 13.1 of this Instrument, the Grantee in its absolute discretion, may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:

- (a) carry out work on the Lot Burdened to ensure that the support is maintained to the Lot Benefited including additional supporting works reasonably necessary; and
- (b) enter the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.

13.3 In exercising its rights under this public positive covenant, the Grantee must:

- (a) ensure that all work is done properly;
- (b) cause as little interference as practicable to the Occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
- (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.

13.4 Except when urgent work is required, the Grantee must:

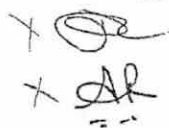
- (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
- (b) enter the Lot Burdened only between the hours of 9.00 am to 5.00 pm on Monday to Friday, or during other times reasonably agreed by the Grantor; and
- (c) comply with the reasonable directions of the Grantor (which term for the purposes of this clause 13.4(c) does not include any lessee under a lot lease in a leasehold strata scheme registered (in respect of the Lot Burdened) under the Act) relating to any security arrangements in place in respect of the Lot Burdened intended to be entered by the Grantee.

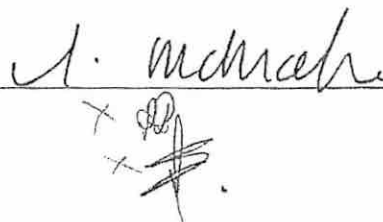
13.5 The Grantor releases and indemnifies and keeps indemnified the Grantee (if the Grantee is an Authority), the Council or relevant Authority as the case may be against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the support malfunctioning or not working, or by reason of the

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- Grantee carrying out the repairs or maintenance works contemplated under clause 13.2 including:
- (a) all costs incurred by the Grantee under clause 13.2;
 - (b) loss or damage to the property of the Grantee, Council or relevant Authority;
 - (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
 - (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.
- 13.6 The Grantor's release and indemnity under clause 13.5 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.
- 13.7 This public positive covenant extinguishes to the extent that the easement for support 3(H) numbered 12 in the Plan is extinguished.
14. **Terms of Easement for Crane Jib Swing (3J) (limited in stratum) numbered 10 in the Plan:**
- 14.1 The Owner of the Lot Benefited:
- (a) may suspend and swing a crane jib with or without loads over the airspace above the Lot Burdened; and
 - (b) may have its crane job overhang the Lot Burdened during the period of the works to be carried out on the Lot Benefited; and
 - (c) must keep the crane jib in good repair and safe condition.
- 14.2 The owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the crane jib.
- 14.3 In exercising those powers, the Owner of the Lot Benefited must:
- (a) obtain all relevant approvals from any governmental agency;
 - (b) comply with the approvals and requirements of any governmental agency and with the reasonable requirements of the Owner of the Lot Burdened when carrying out work;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (d) make good any collateral damage;
 - (e) ensure all work is done properly; and
 - (f) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened.

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14.4 If:

- (a) the Owner of the Lot Benefited has failed to carry out a responsibility imposed by this Easement; and
- (b) the Owner of the Lot Burdened has notified the Owner of the Lot Benefited in writing of such failure; and
- (c) the Owner of the Lot Benefited has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 14.4(b) (such time to be reasonable) and if no time is specified, within 40 business days,

the Owner of the Lot Burdened may, acting reasonably, take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense reasonably incurred by the Owner of the Lot Burdened from the Owner of the Lot Benefited.

14.5 This easement will cease to have effect on the date which is 6 months after the registration of the strata plan for last building constructed on the Lot Benefited.

14.6 The Grantee must provide the Grantor with a copy of the final occupation certificate within 10 to 15 business days of the date of the final occupation certificate of the last building constructed on the Lot Benefited.

15. **Terms of right to use Loading Dock variable width (3K) (limited in stratum) numbered 11 in the Plan**



15.1 Full, free and unimpeded right for the owner of the Lot Benefited in common with the owner of the Lot Burdened and persons authorised by them to use the Easement Site for the purpose of the delivery, loading and unloading of furniture and goods subject to the conditions set out in clause 15.2.



15.2 The Easement Site may not be used between 10.00 pm and 6.00 am on any days.

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16. Terms of Easement for Visitor Parking Variable Width (3L) (limited in stratum) numbered 12 in the Plan:

- 16.1 The site of the easement may be used for parking of vehicles of visitors to occupants of Sugar Dock and Silk.
- 16.2 The site of the easement may only be used for the parking of visitors' vehicles and for no other purpose.

17. Terms of Easement to use Garbage Room (3M) (limited in stratum) numbered 13 in the Plan:

17.1 This easement benefits

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
- (b) any Authorised User.

17.2 The Grantee and any Authorised User may:

- (a) on foot; and
- (b) with or without a vehicle pass and repass across that part of the Lot Burdened by this easement, with or without any tools, containers, equipment or other such items, to get to or from the Lot Benefited and to or from and use the garbage room situated on the Lot Burdened;
- (c) do anything reasonably necessary for that purpose including:
 - (i) inspecting the Lot Benefited from the Lot Burdened; and
 - (ii) entering the Lot Burdened; and
 - (iii) using the garbage room for its designated purpose; and
 - (iv) taking anything onto the Lot Burdened; and
 - (v) carrying out work such as installing, constructing, placing and repairing any parts of the Lot Benefited including any windows, conduits, structures and equipment.

17.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:

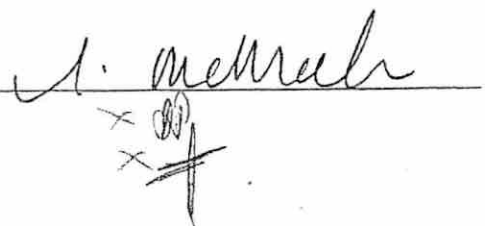
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and

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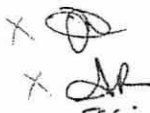
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- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened;
 - (c) make good any collateral damage;
 - (d) make sure that any fire doors are kept securely shut after passing across that part of the Lot Burdened to get to or from the Lot Benefited ; and
 - (e) clean any dirt, spillage or other matter caused by them.
- 17.4 The Grantor and the Grantee must keep and maintain in good and substantial repair order and condition that part of the Lot Burdened by this easement and must carry out any works that are reasonably necessary including constructing, placing, repairing or maintaining trafficable surfaces, walkways or structures to ensure that the Easement Site is suitable for use.
- 17.5 If the Grantor fails to comply within a reasonable time with the provisions of clause 18.4, the Grantee may do anything reasonably necessary to ensure the Easement Site is suitable for use including:
- (a) entering the Lot Burdened; and
 - (b) taking anything on to the Lot Burdened as reasonably required for the purposes of carrying out work on or within the Easement Site.
- 17.6 The Owner of the Lot Benefited indemnifies the Owner of the Lot Burdened from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this easement.
18. Terms of Easement to Drain Water (3N) (limited in stratum) numbered 14 in the Plan:
- 18.1 The Grantee may:
- (a) drain water (whether rain, storm, spring, soakage or seepage water) in any quantities in conduits through each Lot Burdened, but only within the site of this easement; and
 - (b) may do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) using any existing line of conduits; and\
 - (iv) carrying out works, such as constructing, placing or repairing conduits and equipment.

6376095.15 RZF MKT

26/08/2010

Council Authorised Person

X 



DP270215

ePlan (DOC.16)

Sheet 18 of 22

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

18.2 In exercising those powers, the Grantee must:

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

18.3 The Grantor and the Grantee must keep and maintain in good and substantial repair order and condition that part of the Lot Burdened by this easement and must carry out any works that are reasonably to ensure that the Easement Site is suitable for use.

18.4 If the Grantor fails to comply within a reasonable time with the provisions of clause 19.4, the Grantee may do anything reasonably necessary to ensure the Easement Site is suitable for use including:

- (a) entering the Lot Burdened; and
- (b) taking anything on to the Lot Burdened as reasonably required for the purposes of carrying out work on or within the Easement Site.

18.5 The Owner of the Lot Benefited indemnifies the Owner of the Lot Burdened from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this easement.

19. **Terms of Positive Covenant numbered 15 in the Plan:**

19.1 The Grantor must maintain the drainage conduits and equipment referred to in clause 18 of this Instrument at all times by, amongst other things, ensuring that the conduits and equipment are regularly inspected, maintained, repaired and kept in a sound condition.

19.2 If a Grantor does not maintain the drainage conduits and equipment provided by the Lot Burdened to the Land Benefited as required under clause 19.1 of this Instrument, the Grantee, in its absolute discretion, may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant including:

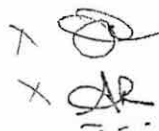
- (a) carrying out work on the Land Burdened to ensure that the support is maintained to the Land Benefited including additional supporting works reasonably necessary; and

6376095.15 RZF MKT

26/08/2010

Council Authorised Person







DP270215

ePlan (DOC.16)

Sheet 19 of 22

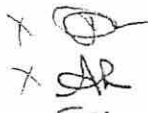
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

- (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 19.3 In exercising its rights under this public positive covenant, the Grantee must:
- (a) ensure that all work is done properly;
 - (b) cause as little interference as practicable to the Occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
 - (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was before the damage occurred.
- 19.4 Except when urgent work is required, the Grantee must:
- (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
 - (b) enter the Lot Burdened only between the hours of 9.00 am to 5.00 pm on Monday to Friday, or during other times reasonably agreed by the Grantor; and
 - (c) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of the Lot Burdened intended to be entered by the Grantee.
- 19.5 The Grantor releases and indemnifies and keeps indemnified the Grantee (if the Grantee is a Prescribed Authority), the Council or relevant Authority as the case may be against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the support malfunctioning or not working, or by reason of the Grantee carrying out the repairs or maintenance works contemplated under clause 19.2 including:
- (a) all costs incurred by the Grantee under clause 19.2;
 - (b) loss or damage to the property of the Grantee, Council or relevant Authority;
 - (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
 - (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.
- 19.6 The Grantor's release and indemnity under clause 19.5 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.
- 19.7 This public positive covenant extinguishes to the extent that the easement to Drain Water (3N) numbered 18 in the Plan is extinguished.
20. **Terms of Easement to use Car Wash Bay (3P) (limited in stratum) numbered 16 in the Plan:**

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26/08/2010

Council Authorised Person

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DP270215

ePlan (DOC.16)
Sheet 20 of 22

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

20.1 Full, free and unimpeded rights for the occupants of the Lot Benefited in common with the occupants of the Lot Burdened to use the Easement Site for the purpose of washing vehicles.

21. Terms of Restriction on the use of land numbered 17 in the Plan:

21.1 The residential apartments and any other form of residential accommodation within or forming part of the lot burdened shall be used and occupied for the sole purpose of permanent residential accommodation and shall be restricted to use as "residential development" as defined in the Sydney Local Environmental Plan 2005.

Name of authority empowered to vary release or modify this restriction:

Council of the City of Sydney


22. Terms of Restriction on the use of land numbered 18 in the Plan:


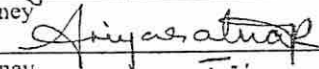
The on-site carparking spaces and storage spaces are not to be used by persons other than residents of Stonecutters, Knox on Bowman, Sugar Dock or Silk.

Name of authority empowered to vary release or modify this restriction:

Council of the City of Sydney

Signed sealed and delivered on behalf of
Jacksons Landing Development Pty Limited by
its attorney under power of attorney registered
book ~~4548~~ 4594 no ~~82~~ 897 in the presence of:

X 
Witness

X 
Attorney
X 
Attorney



X Danielle Koureas
Print name
X 60 Leell 19 Harris St Pyrmont
Print address

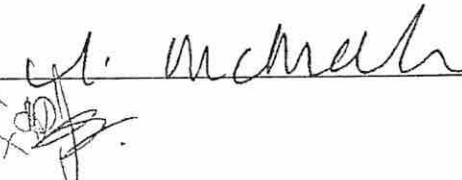

X J. COOPER R. ARIYARATNA
Print names

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26/08/2010

Council Authorised Person

X 
X 


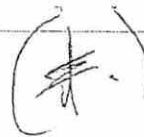
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DP270215

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

Execution by the Ministerial Holding Corporation

SIGNED by me CARL ANDERS STEVEN MALMBERG as delegate of the Minister administering the Environmental Planning and Assessment Act, 1979, and I hereby certify that I have no notice of the revocation of such delegation.

 15.9.10. 

REGISTERED

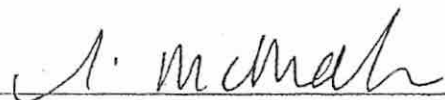


12.10.2010

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26/08/2010

Council Authorised Person



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

Plan: **DP270215**

Plan of Subdivision of Development Lots 58, 60 & 84
in Community Plan 270215 covered by Council's
Certificate No **S/2011/64**

Full name and address of the owner of the land: **Jacksons Landing Development Pty Limited ACN 073 932 206
of 30 The Bond, Hicksons Road, Millers Point**

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to use Recreation Areas (4A) Variable Width (Limited in Stratum)	86	CP/SP84689
2	Easement for Access (4B) Variable Width	59 DP 270215	86
3	Positive Covenant (4B)	86	City of Sydney Council and Ministerial Holding Corporation

Part 2 (Terms)

1. Interpretation


1.1 Definitions

In this instrument, unless a contrary intention appears:

Act means the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Authorised User means any person authorised by a prescribed authority or the Grantee of the Lot Benefited (as the case may be) for the purposes of any Easement created by this Instrument, and includes:

Council Authorised Person



8238862.2 RZF RZF

SILK STRATUM

10/01/2012

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

DP270215

- (a) if the Grantee is or becomes a Strata Scheme, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Conveyancing Act means the *Conveyancing Act 1919 (NSW)*.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of the Easement.

Grantee means;

- (a) the owner or mortgagee in possession of the Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the owner or mortgagee in possession of the Lot Burdened.

Instrument means this section 88B instrument.

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

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

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

Occupier means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of a Lot Burdened.

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

Services includes water, sewerage, drainage, gas, electricity, ventilation, lighting, irrigation, exhaust, air-conducted air, air-conditioned air, garbage, telephone, television or radio impulses or signal services.

Council Authorised Person

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10/01/2012

SILK STRATUM

(DOC.17)
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

DP270215

Strata Plan means a strata plan registered under the Act.

Strata Scheme means a strata scheme created under the Act.

1.2 Unless a contrary intention appears, a reference in this Instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words "include", "including", "for example", amongst other things or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings do not affect the interpretation of this Instrument.

1.4 A requirement in an Easement (other than a positive covenant under Section 88B of the Conveyancing Act) which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act except that subsections (6) and (7) do not apply.

1.5 The rights and obligations in an Easement that do not provide for extinguishment and removal of that Easement from the relevant titles upon a dedication of Lot Burdened as a Public Road is intended to continue to apply after any such dedication. In other words, the dedication is intended to occur subject to those Easements.

2. Covenants and agreements between Grantee and Grantor

The conditions, covenants and restrictions in this Instrument, including those within this clause and in each of the Easements, are covenants and agreements between:

- (a) the Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) the Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment

Council Authorised Person


SILK STRATUM

8238862.2 RZF RZF

10/01/2012

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

DP270215

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements.

3. Complying with this Instrument

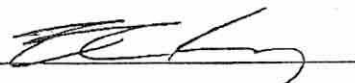
- 3.1 This clause applies to each Easement.
- 3.2 The Grantee and Grantor must, as appropriate, comply with the terms of the Easements.
- 3.3 For each Easement, the Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the Instrument when they exercise their rights or comply with their obligations under this Instrument.
- 3.4 If a notice to the Grantor is required to be given under this Instrument, that notice must also be given to each Occupier. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

EASEMENTS

4. Terms of Easement to use recreational areas variable width (4A) (Limited in Stratum) numbered 1 in the Plan

- 4.1 This easement benefits
 - (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
 - (b) any Authorised User.
- 4.2 The Grantee and any Authorised User may pass and repass across any part of the Lot Burdened by this easement, on foot and with or without any tools, containers, equipment or other such items, to get to or from the Lot Benefited and to or from any shared facilities and rooms situated on the Lot Burdened.
- 4.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
 - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened;

Council Authorised Person



8238862.2 RZF RZF

SILK STRATUM

10/01/2012

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

DP270215

- (c) make good any collateral damage; and
- (d) clean any dirt, spillage or other matter caused by them.

5. Terms of Easement for Access variable width (4B) numbered 2 in the Plan

5.1 This Easement benefits

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
- (b) any Authorised User.

5.2 The Grantee and any Authorised User may pass and repass on foot or by bicycle or with or in any pram, wheelchair or motorised device used by disabled persons across the Easement Site to get to or from the Lot Benefited.

5.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened; and
- (c) make good any collateral damage.

6. Terms of Positive Covenant ~~(4B)~~ numbered 3 in the Plan

6.1 The owner of the Lot Burdened must, at its own cost, keep the Easement Site clean and tidy to the satisfaction of the Authority Benefited but is not responsible for the maintenance, repair or replacement, insurance of or any capital works nor security management of the Easement Site.

Council Authorised Person



8238862.2 RZF RZF

SILK STRATUM

10/01/2012

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

DP270215

6.2 Subject to clause 6.3, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or ability of any nature suffered or incurred by the Authority Benefited that is caused by the Easement Site not being maintained, repaired and replaced by the owner of the Lot Burdened when necessary including:

- (a) all costs incurred by the Authority Benefited under clause 6.2;
- (b) loss or damage to the property of the Authority Benefited; and
- (c) damage, expense, loss or liability in respect of personal injury or death.

6.3 The owner of the Lot Burdened's release and indemnity under clause 6.2 will be reduced proportionately to the extent that the damager, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.

Signed sealed and delivered on behalf of
Jacksons Landing Development Pty Limited by
its attorney under power of attorney registered
book 4620 no 801 in the presence of:

Witness

TRACY SIMPSON

Print name

37 LAUREL ST

Print address

WILLOUGHBY NSW 2068

Attorney

MICHAEL CASSEL

Print name

Attorney

Print name

RUWANI ARJAYARATNA

Council Authorised Person

8238862.2 RZF RZF

SILK STRATUM

10/01/2012

DP270215

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

Signed sealed and delivered on behalf of
Australian Executor Trustees (NSW) Limited
by its attorney under power of attorney registered
book 4517 no 213 in the presence of:

dated 12/04/07

Witness

SHIRLEY MALLOY

Print name

Account Manager

Print address

Level 22, 207 Kent St
Sydney NSW 2000

Attorney

ROSE O'ROURKE

KERRY NGAI

Print name

SENIOR ADMINISTRATOR
CORPORATE TRUST RELATIONSHIP
MANAGER

Council Authorised Person

8238862.2 RZF RZF

10/01/2012

SILK STRATUM

REGISTERED



06.03.2012

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

Plan: **DP270215**

Plan of Subdivision of Lots 59, 61 & 88 in
Community Plan 270215 covered by Council's
Certificate No **S/2012/9**

Full name and address of the owner of the land: Jacksons Landing Development Pty Limited ACN 073 932 206 of 30
The Bond, Hicksons Road, Millers Point

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Public Access Variable Width (A) – Limited in Stratum	91	City of Sydney Council and Ministerial Holding Corporation
2	Easement for Public Recreation Variable Width (B) – Limited in Stratum	91	City of Sydney Council and Ministerial Holding Corporation
3	Easement for Support Variable Width (C) – Limited in Stratum	91	89 and 92
4	Positive Covenant (C)	91	City of Sydney Council and Ministerial Holding Corporation
5	Easement for Access Variable Width (D) – Limited in Stratum	92	91
6	Positive Covenant (D)	91	City of Sydney Council and Ministerial Holding Corporation
7	Easement for Public Access 1.3 and 1.6 wide (E) – Limited in Stratum	91	City of Sydney Council and Ministerial Holding Corporation

5909897.7 RZF CCF

Council Authorised Person



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

DP270215

8	Easement to Drain Water 1.3, 1.5, 1.6 and Variable Width (F) – Limited in Stratum	92 91	91 92
9	Restriction as to User	91	City of Sydney Council
10	Easement to Permit Encroaching Footing to Remain 0.2 Wide (G) – Limited in Stratum	92	91
11	Easement for Access Variable Width (H) – Limited in Stratum	92	91
12	Easement for Water Service 1 wide (J) – Limited in Stratum	89	91
13	Positive Covenant	91	City of Sydney Council and Ministerial Holding Corporation

Part 2 (Terms)

1. Interpretation

1.1 Definitions

In this instrument, unless a contrary intention appears:

Act means the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Authorised User means any person authorised by a prescribed authority or the Grantee of the Lot Benefited (as the case may be) for the purposes of any Easement created by this Instrument, and includes:

- (a) if the Grantee is or becomes a Strata Scheme, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

5909897.7 RZF CCF

Council Authorised Person _____

DP270215

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

Conveyancing Act means the *Conveyancing Act 1919 (NSW)*.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of the Easement.

Grantee means;

- (a) the owner or mortgagee in possession of the Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the owner or mortgagee in possession of the Lot Burdened.

Instrument means this section 88B instrument.

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

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

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

Occupier means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of a Lot Burdened.

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

Services includes water, sewerage, drainage, gas, electricity, ventilation, lighting, irrigation, exhaust, air-conducted air, air-conditioned air, garbage, telephone, television or radio impulses or signal services.

Strata Plan means a strata plan registered under the Act.

Strata Management Statement means a strata management statement registered according to the Act which applies to any of the lots in the Plan.

Strata Scheme means a strata scheme created under the Act.

1.2 Unless a contrary intention appears, a reference in this Instrument to:

- (a) (reference to anything) a reference to anything is a reference to the whole or each part of it; and

5909897.7 RZF CCF

Council Authorised Person

ANTIAS STRATUM

DP270215

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

- (b) (references to statute) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) (singular includes plural) the singular includes the plural and vice versa; and
- (d) (meaning not limited) the words "include", "including", "for example", amongst other things or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings do not affect the interpretation of this Instrument.

1.4 A requirement in an Easement (other than a positive covenant under Section 88B of the Conveyancing Act) which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act except that subsections (6) and (7) do not apply.

1.5 The rights and obligations in an Easement that do not provide for extinguishment and removal of that Easement from the relevant titles upon a dedication of Lot Burdened as a Public Road is intended to continue to apply after any such dedication. In other words, the dedication is intended to occur subject to those Easements.

2. Covenants and agreements between Grantee and Grantor

The conditions, covenants and restrictions in this Instrument, including those within this clause and in each of the Easements, are covenants and agreements between:

- (a) the Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) the Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements.

3. Complying with this Instrument

3.1 This clause applies to each Easement.

3.2 The Grantee and Grantor must, as appropriate, comply with the terms of the Easements.

3.3 For each Easement, the Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the Instrument when they exercise their rights or comply with their obligations under this Instrument.

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Council Authorised Person _____

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

- 3.4 If a notice to the Grantor is required to be given under this Instrument, that notice must also be given to each Occupier. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

EASEMENTS

4. Terms of Easement for Public Access variable width (A) – Limited in Stratum numbered 1 in the Plan

4.1 This Easement benefits:

- (a) the Authority Benefited; and
- (b) any Authorised User.

- 4.2 The Grantee and any Authorised User may pass and repass on foot or by bicycle or with or in any pram, wheelchair or motorised device used by disabled persons, with animals, across that part of the Easement Site to get to or from any other part of the Lot Burdened that the Grantee intends for its Authorised Users to be used as public space or for public recreation.

- 4.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened.

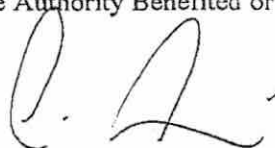
- 4.4 The Grantor must keep and maintain the Easement Site in good and substantial repair order and condition and must carry out any works that are reasonably necessary including constructing placing repairing or maintaining trafficable surfaces, walkways or structures to ensure that the right of access is suitable for use.

- 4.5 Subject to clause 4.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or liability of any nature suffered or incurred by the Authority Benefited as a result of the use of the Easement Site by any person.

- 4.6 The owner of the Lot Burdened's release and indemnity under clause 4.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.

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

5. Terms of Easement for Public Recreation variable width (B) – Limited in Stratum numbered 2 in the Plan

5.1 This Easement benefits:

- (a) the Authority Benefited; and
- (b) any Authorised User.

5.2 The Grantee and any Authorised User may use and temporarily remain on the Easement Site for public recreation purposes and may pass and repass on foot or by bicycle or with or in any pram, wheelchair or motorised device used by disabled persons, with animals, across the Easement Site.

5.3 In exercising those powers, the Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened.

5.4 The Grantor must keep and maintain the Easement Site in good and substantial repair order and condition and must carry out any works that are reasonably necessary including constructing placing repairing or maintaining trafficable surfaces, walkways, gardens, displays or structures to ensure that the Easement Site is suitable for use for public recreation.

5.5 Subject to clause 5.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or liability of any nature suffered or incurred by the Authority Benefited as a result of the use of the Easement Site by any person.

5.6 The owner of the Lot Burdened's release and indemnity under clause 5.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.

6. Terms of Easement for Support variable width (C) – Limited in Stratum numbered 3 in the Plan

6.1 This Easement benefits:

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

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
 - (b) any Authorised User.
- 6.2 The owner of the Lot Burdened grants to the Grantee the right for the Lot Benefited to be supported by the Lot Burdened to the extent that the Lot Benefited derives support from the Lot Burdened on the conditions set out in this Easement.
- 6.3 The Grantor must, at its own cost, maintain and repair the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefited at all time by, amongst other things, ensuring that the support is regularly inspected, maintained and replaced to the reasonable satisfaction of the Grantee.
7. **Terms of Positive Covenant (C) numbered 4 in the Plan**
- 7.1 The Grantor must, at its own cost, maintain and repair the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefited at all time by, amongst other things, ensuring that the support is regularly inspected, maintained and replaced to the reasonable satisfaction of the Grantee.
- 7.2 If the owner of the Lot Burdened does not maintain repair or replace the support provided by the owner of the Lot Burdened to the Lot Benefited as required under clause 7.1, the owner of the Lot Benefited may (without limiting or prejudicing the owner of the Lot Benefited's right to make a claim against the owner of the Lot Burdened for failing to comply with its obligations), at the cost of the owner of the Lot Burdened, do anything reasonably necessary for the purpose of exercising its rights under this covenant, including:
- (a) carrying out work on the Lot Burdened to ensure that support is maintained to the Lot Benefited, including additional supporting works reasonably necessary; and
 - (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 7.3 In exercising its rights under this covenant, the owner of the Lot Benefited must:
- (a) ensure that all work is done properly;
 - (b) cause as little interference as reasonably practicable to the owner of the Lot Burdened or to any occupiers of the Lot Burdened;
 - (c) cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it; and
 - (d) if material damage is caused (being material damage arising because the owner of the Lot Benefited has not complied with paragraphs (a), (b) and (c) of this clause), restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.

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

7.4 Except when urgent work is required, the owner of the Lot Benefited must:

- (a) give the owner of the Lot Burdened or its nominee reasonable notice of intention to enter the Lot Burdened;
- (b) only enter the Lot Burdened during times reasonably agreed with the owner of the Lot Burdened; and
- (c) comply with the reasonable directions of the owner of the Lot Burdened (which term, for the purposes of this sub-clause, includes an owners corporation, but does not include any lessee under a lot lease in a strata scheme registered in respect of the Lot Burdened) relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered into by the owner of the Lot Benefited.

7.5 Subject to clause 7.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the owner of the Lot Benefited and the Council as the case may be, from and against all damage, expense, loss or liability of any nature suffered or incurred by the owner of the Lot Benefited or the Council that is caused by the support not being maintained, repaired and replaced by the owner of the Lot Burdened when necessary including:

- (a) all costs incurred by the owner of the Lot Benefited under clause 7.2;
- (b) loss or damage to the property of the owner of the Lot Benefited; and
- (c) damage, expense, loss or liability in respect of personal injury or death.

7.6 The owner of the Lot Burdened's release and indemnity under clause 7.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the owner of the Lot Benefited or its officers, employees, contractors or agents.

8. Terms of Easement for Access variable width (D) – Limited in Stratum numbered 5 in the Plan:

8.1 This Easement benefits

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
- (b) any Authorised User.

8.2 The Grantee and any Authorised User may pass and repass with or without vehicles across the Easement Site to get to or from the Lot Benefited.

8.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

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

- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened; and
 - (c) make good any collateral damage.
- 8.4 Subject to clause 8.5, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Grantee from and against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee as a result of the use of the Easement Site by any person.
- 8.5 The owner of the Lot Burdened's release and indemnity under clause 8.4 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Grantee or its officers, employees, contractors or agents.

9. Terms of Positive Covenant (D) numbered 6 in the Plan

- 9.1 The owner of the Lot Burdened must, at its own cost, maintain the Easement Site in good and substantial repair order and condition and must carry out any works that are reasonably necessary including constructing placing repairing or maintaining trafficable surfaces to ensure that the right of access is suitable for use to the reasonable satisfaction of the Authority Benefited.
- 9.2 If the owner of the Lot Burdened does not maintain the Easement Site as required under clause 9.1, the Authority Benefited may (without limiting or prejudicing the Authority Benefited's right to make a claim against the owner of the Lot Burdened for failing to comply with its obligations), at the cost of the owner of the Lot Burdened, do anything reasonably necessary for the purpose of exercising its rights under this covenant, including carrying out any works that are reasonably necessary including constructing placing repairing or maintaining trafficable surfaces to ensure that the right of access is suitable for use.
- 9.3 In carrying out its obligations under this covenant, the owner of the Lot Burdened must:
- (a) ensure that all work is done properly;
 - (b) cause as little interference as reasonably practicable to the public;
 - (c) cause as little damage as is reasonably practicable to the Easement Site and any improvement on it; and
 - (d) if material damage is caused (being material damage arising because the owner of the Lot Burdened has not complied with paragraphs (a), (b) and (c) of this clause), restore the Easement Site as nearly as practicable to the condition it was in before the damage occurred;
 - (e) give the Authority Benefited reasonable notice of intention to enter the Easement Site;

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

- (f) only enter the Easement Site during times reasonably agreed with the Authority Benefited; and
 - (g) comply with the reasonable directions of the Authority Benefited.
- 9.4 Subject to clause 9.5, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or ability of any nature suffered or incurred by the Authority Benefited that is caused by the Easement Site not being maintained, repaired and replaced by the owner of the Lot Burdened when necessary including:
- (a) all costs incurred by the Authority Benefited under clause 9.2;
 - (b) loss or damage to the property of the Authority Benefited; and
 - (c) damage, expense, loss or liability in respect of personal injury or death.
- 9.5 The owner of the Lot Burdened's release and indemnity under clause 9.4 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.
10. **Terms of Easement for Public Access 1.3 and 1.6 wide (E) – Limited in Stratum numbered 7 in the Plan**
- 10.1 This Easement benefits
- (a) the Authority Benefited; and
 - (b) any Authorised User.
- 10.2 The Grantee and any Authorised User may pass and repass on foot or by bicycle or with or in any pram, wheelchair or motorised device used by disabled persons, with animals, across that part of the Easement Site to get to or from any other part of the Lot Burdened that the Grantee intends for its Authorised Users to be used as public space or for public recreation.
- 10.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened.
- 10.4 The Grantor must keep and maintain the Easement Site in good and substantial repair order and condition and must carry out any works that are reasonably necessary including constructing

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Council Authorised Person _____

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Sheet 11 of 16

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

placing repairing or maintaining trafficable surfaces, walkways or structures to ensure that the right of access is suitable for use.

10.5 Subject to clause 10.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or liability of any nature suffered or incurred by the Authority Benefited as a result of the use of the Easement Site by any person.

10.6 The owner of the Lot Burdened's release and indemnity under clause 10.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.

11. Terms of Easement to Drain Water 1.3, 1.5, 1.6 and variable width (F) – Limited in Stratum numbered 8 in the Plan

11.1 The Grantee may:

- (a) drain water (whether rain, storm, spring, soakage or seepage water) in any quantities in conduits through each Lot Burdened, but only within the Easement Site; and
- (b) may do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) using any existing line of conduits; and
 - (iv) carrying out works, such as constructing, placing or repairing conduits and equipment.

11.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner of the Lot Burdened and any occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works;
- (e) make good any collateral damage;
- (f) give the Grantor reasonable notice of intention to enter the Easement Site;

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Council Authorised Person

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

- (g) only enter the Easement Site during times reasonably agreed with the Grantor; and
- (h) comply with the reasonable directions of the Grantor.

12. Terms of Restriction as to User numbered 9 in the Plan

The on-site residential carparking spaces and storage spaces are not to be used by persons other than residents of the strata scheme.

Name of person empowered to vary release or modify this restriction:

Council of the City of Sydney

13. Terms of Easement to Permit Encroaching Footing to Remain 0.2 Wide (G) – Limited in Stratum numbered 10 in the Plan

13.1 This Easement benefits:

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
- (b) any Authorised User.

13.2 The owner of the Lot Burdened grants to the Grantee the right to require the footings at the base of the Building on the Lot Benefited which encroach on the Lot Burdened to remain (the Encroaching Structure), but only to the extent they are within the Easement Site.

13.3 The Grantee must, at its own cost, maintain and repair the Encroaching Structure and may do anything reasonably necessary for this purpose including entering the Lot Burdened, taking anything on to the Lot Burdened and carrying out work.

13.4 In exercising these powers, the Grantee must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner of the Lot Burdened and any occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works;
- (e) make good any collateral damage;
- (f) give the Grantor reasonable notice of intention to enter the Easement Site;

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Council Authorised Person _____

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

- (g) only enter the Easement Site during times reasonably agreed with the Grantor; and
 - (h) comply with the reasonable directions of the Grantor.
- 13.5 The Owner of the Lot Benefited indemnifies the Owner of the Lot Burdened from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this easement.
- 14. Terms of Easement for Easement for Access Variable Width (H) – Limited in Stratum numbered 11 in the Plan**
- 14.1 This Easement benefits
- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
 - (b) any Authorised User.
- 14.2 The Grantee and any Authorised User may pass and repass without vehicles across the Easement Site to get to and from the Lot Benefited.
- 14.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened; and
 - (c) make good any collateral damage.
- 14.4 Subject to clause 14.5, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Grantee from and against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee as a result of the use of the Easement Site by any person.
- 14.5 The owner of the Lot Burdened's release and indemnity under clause 14.4 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Grantee or its officers, employees, contractors or agents.

- 15. Terms of Easement for Water Service 1 wide (J) – Limited in Stratum numbered 12 in the Plan**

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Council Authorised Person _____



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Sheet 14 of 16

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

15.1 The Grantee and any Authorised Users may use the Lot Burdened but only within the Easement Site to provide water services to and from the Lot Benefited; and may do anything reasonably necessary for that purpose, including:

- (a) entering the Lot Burdened;
- (b) taking anything on to the Lot Burdened; and
- (c) carrying out works, such as constructing, placing or repairing pipes, conduits and equipment.

15.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner of the Lot Burdened and any occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
- (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works;
- (e) make good any collateral damage;
- (f) give the Grantor reasonable notice of intention to enter the Easement Site;
- (g) only enter the Easement Site during times reasonably agreed with the Grantor; and
- (h) comply with the reasonable directions of the Grantor.

15.3 This easement cannot be released, varied or modified without the written consent of Sydney Water Corporation.

16. Terms of Positive Covenant numbered 13 in the Plan

16.1 The owner of the Lot Burdened:

- (a) indemnifies and must keep indemnified the City of Sydney Council and the Ministerial Holding Corporation from and against all claims, damage, expense, loss or liability of any nature suffered or incurred by the City of Sydney Council and the Ministerial Holding Corporation arising from the use of the Lot Burdened for public access;
- (b) must maintain an insurance policy for public liability in the amount of \$20 million or any such amount as required by the City of Sydney Council from time to time for any single claim covering the use of the Lot Burdened for public access; and

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

- (c) must at its own cost ensure that the part of the Lot Burdened available for public access is maintained, repaired, cleaned and lit to the satisfaction of the City of Sydney Council and the Ministerial Holding Corporation.

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Council Authorised Person




DP270215

Sheet 16 of 16

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


Signed sealed and delivered on behalf of
Jacksons Landing Development Pty Limited by
its attorney under power of attorney registered
book 4620 no 801 in the presence of:


Witness

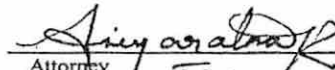
JAMES HAMMIN
Print name


Witness

JAMES HAMMIN
Print name


Attorney

MICHAEL CASSEL
Print name


Attorney

RUWANI ARIYARATNA
Print name

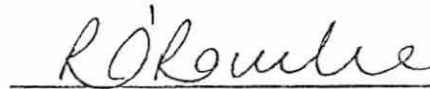
Signed sealed and delivered on behalf of
Australian Executor Trustees (NSW) Limited
by its attorney under power of attorney registered
book 4517 no 213 in the presence of:


Witness

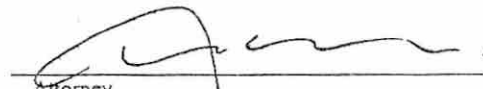
SHIRLEY DHARAMDAS
Print name


Witness

SHIRLEY DHARAMDAS
Print name


Attorney

ROSE O'ROURKE
Print name
SENIOR ADMINISTRATOR
CORPORATE TRUST


Attorney

Glenn White
Print name
Senior Manager
Structured Finance

REGISTERED



30.4.2012

5909897.7 RZF CCF

Council Authorised Person

ANTIAS STRATUM

REQUEST
New South Wales
Real Property Act 1900



(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **LAND**

Torrens Title

1/270215

(C) **REGISTERED DEALING**

Number

Torrens Title

(D) **LODGED BY**

LTO Box

646W

Name, Address or DX and Telephone

Coudert Brothers
DX 119
Sydney

CODE

Reference (optional):

(E) **APPLICANT**

COMMUNITY ASSOCIATION DP270215

(F) **NATURE OF REQUEST**

Repeal of by-law 6 of the Community Management Statement registered with DP 270215

(G) **TEXT OF REQUEST**

The Applicant requests the recording in the Register of the repeal of by-law 6 of the Community Management Statement registered with DP270215 in accordance with clause 14(3) of the Community Land Management Act 1989.

SDT

Ref:045582 /Src:M
(M) Certified correct for the purposes of the Real Property Act 1900.

DATE:

Signed by the applicant

THE COMMON SEAL of COMMUNITY
ASSOCIATION DP270215 was affixed in the
presence of: HELEN WELLS of
DYNAMIC PROPERTY SERVICES
being the person authorised by section 8 of the
Community Land Management Act 1989 to attest the
affixing of the seal:



Signature of Witness

A handwritten signature in cursive script, appearing to read 'Helen Wells'.

Full Name of Witness

HELEN WELLS

Certificate of Community Association DP270215

The Community Association DP270215 certifies that it has by way of special resolution resolved to repeal by-law 6 of the community management statement.

**THE COMMON SEAL of COMMUNITY
ASSOCIATION DP270215**
was affixed in the presence of *HELEN WELLS*



being the person authorised by section 8
of the Community Land Management Act 1989
to attest the affixing of the seal :

[Handwritten signature]

Signature of Witness

Gareth Craig

Full Name of Witness

RESIDENTIAL TRIBUNAL NOTICE OF ORDER

Jacksons Landing
Development Pty Ltd
C/- Coudert Brothers
Level 8
1 Macquarie Place
SYDNEY NSW 2000

File No: DB01/00126
(Quote in all enquiries)
Strata Plan No: DP270215

Strata Scheme at: Jacksons Landing, Bowman Street, PYRMONT NSW 2009

**Applicant: Jacksons Landing –
Development Pty Ltd**

**Respondent: Dynamic Property
Services**

The Strata Schemes Board has made an order in this application (see attached copy).

N Willis for the Registrar
Date: 15/05/01
(Notice posted on this date)

Please read this information carefully

- **When Does the Order Take Effect:** Unless the order states otherwise, it takes effect when a certified copy is served. If this order is served by post it takes effect when received through the ordinary course of the post.
- **Display of the Order:** Within 72 hours of receiving this order the owners corporation must put a copy on the scheme notice board, unless the order states otherwise or if the by-laws do not require the owners corporation to maintain a notice board. It must stay there for 14 days. If there is no notice board the owners corporation must give a copy to each person shown on the strata roll.
- **Your Rights of Appeal:**
 - If you wish to appeal against a dismissal of an application by an Adjudicator, you must lodge an appeal to the Board with the Registrar within 21 days of the date the order takes effect. An appeal from any other order must also be lodged within 21 days, although if sufficient cause is shown this time may be extended to 90 days.
 - An order of the Strata Schemes Board may be varied or revoked in certain limited circumstances as provided in s191 of the Act. Such application may only be made with the approval of the Registrar within 28 days. Orders made by an Adjudicator may be clarified or time extended as provided in s171 of the Act.
 - The only right of appeal against an order of the Strata Schemes Board is to the Supreme Court on a point of law and must be made within 28 days from the date the order is made. In certain circumstances this time may be extended.
- **Penalty for Non-Compliance:** If an order is not complied with an application may be made to the Board to impose a penalty up to \$5,500.00.
- **More Information:** If you need more information your rights and responsibilities or Mediation enquiries please contact the Customer Service Unit, Strata Schemes and Mediation Services on Phone (02) 9338 7900 or toll free phone 1800 451 431 between 8.30 am to 4.30 pm Monday to Friday. Any Listing enquiries please contact the Strata Schemes Registry on (02) 9641 6400, toll free no. 1800 451 292 or fax no 9641 6407

Level 12, 175 Castlereagh St, Sydney.
GPO Box 4005, Sydney 2001
DX 11638 Sydney Downtown
Ph: 9641 8400 Fax 9641 6407
Toll Free: 1800 45 1292

Level 1, 308 High Street, Penrith.
P.O. Box 888, Penrith 2751
DX 8057 Penrith
Ph: 0247 312 110 Fax: 0247 312 969

Level 1 175 Scott Street Newcastle
P.O. Box 792 Newcastle 2300
DX 7848 Newcastle
Ph: 0249 251 400 Fax: 0249 251 444

Level 3 43 Burrell Street Wollongong
P.O. Box 318 Wollongong 2520
DX 27842 Wollongong Court
Ph: 0242 205 400 Fax: 0242 205 455

COMMUNITY SCHEMES BOARD

APPLICATION NO : DB01#/00126

COMMUNITY ASSOCIATION : DP 270215


ADDRESS OF SCHEME : Jacksons Landing, Bowman Street
Pymont NSW 2009

APPLICANT : Jacksons Landing Development Pty Limited

RESPONDENT : Community Association DP 270215

ORDERS

An order is made under section 23(4) of the Community Land Management Act 1989 ("the Act") waiving compliance with s23(1)(c) of the Act to allow the repeal of by-law 6 of the Community Management Statement registered with deposited plan 270215.


M Balding
Member
9 May 2001

Use this side only for **Second Schedule** directions
DO NOT USE BOTH SIDES OF THE FORM

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Ref:045582 /Src:M

Form: 21CSM
Licence: 98M111
Edition: 0105

Lodged 6/12/2002
11.35 A.M.
CSBG

AMENDMENT OF MANAGEMENT STATEMENT

New South Wales
Section 39

Community Land Development Act 1989



8925086B

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

(A) TORRENS TITLE	Folio of the Register for the Association Property 1/DP 270215				
(B) LODGED BY	Delivery Box 662Y	Name, Address or DX and Telephone Andros Pty Ltd DX 718 SYDNEY Tel: (02) 8267 6100 Reference (optional) 15477 DYNAMIC PROPERTY SERVICES DX 11643 SYDNEY DOWNTOWN Fax: (02) 82676101	CODE CS		
(C) APPLICANT	Community/Neighbourhood/Precinct Association XXXXXXXXXXXX Deposited Plan No. 270215				
(D)	The applicant certifies that by a special/ various resolution passed on 12 August 2002 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:				
(E) BY-LAWS	<table border="1"> <tr> <td>Repealed</td> <td>Added By-law Nos. 9.12 & 17.5 as fully set out below</td> </tr> </table>			Repealed	Added By-law Nos. 9.12 & 17.5 as fully set out below
Repealed	Added By-law Nos. 9.12 & 17.5 as fully set out below				

(F) TEXT OF ADDED BY-LAW

See attached annexure



(G) The common seal of the community/~~neighbourhood/precinct~~ association deposited plan 270215 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *[Signature]*
Name of witness: Gareth Craig
Date: 3/12/2002

ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT

By law 9.12

A new By Law 9.12 is added as follows:

9.12 Use of the Clubhouse, Swimming Pool or Gym

Notwithstanding anything contained in this by-law, Non-Residing Owners cannot use the Clubhouse, Swimming Pool or Gym.

Further Definitions

The Further Definitions (B) of the Community Management Statement is amended by adding the following definition:

"Non-Residing Owner" an Owner who does not principally reside at the Community Scheme.



BY-LAW NO. 17.5

BY-LAW FOR BALCONY RULES

- 17.5(a) An Owner or Occupier must not throw or discard or allow to be thrown or discarded any items, including but not limited to rubbish, cigarette butts or empty containers, from the balcony attached to their Lot.
- 17.5(b) An Owner or Occupier must secure all items on the balcony attached to their Lot to ensure that no items may fall from the balcony.
- 17.5(c) An Owner or Occupier must take all reasonable steps to ensure that a Permitted Person complies with this by-law.
- 17.5(d) The Community Association may:
- (i) appoint the Executive Committee, Subsidiary Body (and their respective executive committees and strata managing agents), the Managing Agent, the Manager and/or any other bodies/persons as decided by the Community Association, to form a sub-committee ("Sub-Committee"); and
 - (ii) grant the Sub-Committee power to:
 - (I) formulate a process to ensure that this by-law is enforced;
 - (II) carry out all work necessary to perform that obligation;
 - (III) enter upon any part of the Community Parcel to carry out that work; and
 - (IV) recover the costs of carrying out that work from the Owner of the Lot concerned, even if their Occupier caused the damage



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REGISTRATION DIRECTION ANNEXURE

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

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

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 Form: 21CSM
 Licence: 98M111
 Edition: 0105

AMENDMENT OF MANAGEMENT STATE



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2 AUG 2004

New South Wales
Section 39

Community Land Development Act 1989

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

(A) TORRENS TITLE

Folio of the Register for the Association Property
1/DP 270215

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone Dynamic Property Services DX 11643 SYDNEY DOWNTOWN	CODE CS
Reference (optional):		

(C) APPLICANT

Community/Neighbourhood/Precinct Association	Deposited Plan No. 270215
--	---------------------------

(D)

The applicant certifies that by a ~~special~~/unanimous resolution passed on 14 April 2004 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed	Added 9.14 9.13 <i>fr</i> as fully set out below
---------------------	--

(F) TEXT OF ADDED BY-LAW

SEE ATTACHED ANNEXURE

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY NSW

Signed by Dynamic Property Services Pty Limited (ACN 002 006 760) by its attorney Lisa Branson duly appointed by Power of Attorney dated 30 July 1999 and who hereby states that she has not received any notice of the revocation of such Power of Attorney (Registered Book 4252 Number 966)



[Handwritten signature]

(G) The common seal of the community/~~neighbourhood~~/precinct association deposited plan 270215 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: MARY McAVINEY, LEVEL 5, 162 GOULBURN ST, SYDNEY

Date: 19.5.2004

connect to SP 72677 DP 270215
 All handwriting must be in block capitals. Page 1 of 23

A set of notes on this form (21CSM-2) is available from Land and Property Information NSW.

DEPOSITED PLAN 270215

ANNEXURE

USE OF COMMUNITY FACILITIES – THE STATION:

The Proprietors – Community Association **UNANIMOUSLY RESOLVED** pursuant to section 14 & 17 of the Community Land Management Act 1989 to amend clauses in the management statement in the following terms:

BY LAW No. 9.13

THE STATION

Community Management Statement DP 270215

By Law – "The Station"

1. The Community Association property includes a building located at Bowman Street Pyrmont known as "The Station".
2. The Executive Committee of the Community Association may from time to time by majority resolution determine such Rules as it deems necessary for the proper, safe and orderly management of The Station and upon such determination must ensure the members of the Community Association are notified of the Rules.
3. Any owner or resident may apply in writing to the Executive Committee of the Community Association for consent to use The Station for an Approved Purpose provided that the owner or resident:
 - (a) agrees to abide by any Rules, and
 - (b) agrees to effect any additional insurance cover deemed necessary in the circumstances by the Managing Agent of the Community Association.
4. Any owner or resident who makes an application for consent to use The Station for an Approved Purpose is hereby deemed to have indemnified and to keep indemnified the Community Association for any injury, loss or damage which may be caused as a result of such use.
5. An Approved Purpose is determined in the rules as made by the community association from time to time.
6. If more than one owner or resident seeks consent to use The Station on identical dates the Executive Committee of the Community Association must reasonably apply the rules made pursuant to this by-law in giving their consent.
7. The Executive Committee of the Community Association may from time to time delegate to Jacksons Landing Estate Management any of its decision making functions under this by law.

The Common Seal of the Community Association D.P. 270215 was Hereunto affixed on 29 July 2004 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 8 of the Community Land Management Act 1989, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ACN 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 30 July 1999 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4252 Number 966)

Signature of witness:

Name(s): Mary McAviney, Suite 2 Level 5, 162 Goulburn St, Sydney



SECOND SCHEDULE AND OTHER DIRECTIONS

Page 3 of 3

Ref:045582 /Src:M

Form: 21CSM
Release: 1
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AMENDMENT OF MANAGEMENT STATEMENT

New South Wales
Section 39

Community Land Development Act 1989



AB774990K

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

(A) TORRENS TITLE

Folio of the Register for the Association Property
1/270215

(B) LODGED BY

Delivery Box 1W	Name, Address or DX and Telephone DYNAMIC PROPERTY SERVICES PTY LTD DX 11643 SYDNEY DOWNTOWN Reference (optional):	CODE CS
-------------------------------	--	-----------------------

(C) APPLICANT

<u>Community</u> Association	Deposited Plan No. <u>270215</u>
------------------------------	----------------------------------

(D)

The applicant certifies that by a unanimous resolution passed on 10 August 2005 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed <u>9.12</u>	Added <u>9.12</u> as fully set out below
-------------------------	---

(F) TEXT OF ADDED BY-LAW

SEE ATTACHED ANNEXURE

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ACN 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 4 May 2005 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4457 Number 484)



(G) The common seal of the Community association deposited plan 270215 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

Lousia Dang

25 August 2005

DEPOSITED PLAN 270215

ANNEXURE

**AMENDMENT OF
BY-LAW 9.12:**

UNANIMOUSLY RESOLVED the Proprietors – Community Association pursuant to section 14 of the Community Land Management Act 1989 to amend By-law 9.12, registered 9 December 2002 by deleting and replacing it with the following

9.12 USE OF THE CLUBHOUSE, SWIMMING POOL AND GYM

Notwithstanding anything contained in this by-law, Non-Occupying Owners cannot use the Clubhouse, Swimming Pool or Gym.

Further Definitions

The Further Definitions (B) of the Community Management Statement is amended by adding the following definition:

"Non-Occupying Owner" means an Owner who does not occupy a Lot at the Community Scheme"

The Common Seal of the Community Association D.P. 270215 was Hereunto affixed on 25 August 2005 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 8 of the Community Land Management Act 1989, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ACN 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 4 May 2005 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4457 Number 484)

Signature of witness:

Name of witness: Lousia Dang

Date: 25 August 2005



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

AMENDMENT (MANAGEMENT STAT

New South Wales
Section 39

Community Land Development Act 1989



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21

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

(A) TORRENS TITLE

1/270215

(B) LODGED BY

Document Collection Box 1W	Name, Address or DX and Telephone DYNAMIC PROPERTY SERVICES PTY LTD DX 11643 SYDNEY DOWNTOWN Reference:	CODE CS
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(C) APPLICANT

Community Association	Deposited Plan No. 270215
-----------------------	---------------------------

(D) The applicant certifies that by a special resolution passed on 01 November 2006 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed	Added 33 as fully set out below
----------	------------------------------------

(F) TEXT OF ADDED BY-LAW

REFER TO ANNEXURE ATTACHED



SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 4 May 2005 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4457 Number 484)

[Handwritten Signature]

(G) The common seal of the Community association deposited plan 270215 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *[Handwritten Signature]*

Name of witness: Lousia Dang

Date: 08 November 2006

DP 270215

ANNEXURE

DEPOSITED PLAN 270215

SPECIALLY RESOLVED that the Community Association amend the community management statement by adding the following by-law.


BY-LAW 33

DP 270215 PTY LTD

- 33.1 The Community Association has the power and authority to own the shares in a proprietary limited company and to do one or more of the following in connection with that company:
- 33.1.1 re-name it DP270215 Pty Limited;
- 33.1.2 procure the company to:
- (a) enter into a trust deed with the Community Association (Trust Deed);
 - (b) enter into a contract to acquire all that part and parcel known as Folio Identifier 30/SP73528 (which is to be subdivided to include additional cubic space pursuant to an approval given by the owners corporation for strata plan 73528 on 17 March 2005) and to hold that property on trust for the Community Association; and
 - (c) subject to by-law 33.3, acquire further real property to be held on trust.
- 33.1.3 effect all appropriate insurances including directors liability insurance, public liability insurance and any other insurance that the Executive Committee believes is appropriate.
- 33.2 The Executive Committee must do the following in connection with that company: -
- (a) appoint one or more executive committee members to be directors and/or officers of the company after determining (from time to time) the number of directors to be appointed to the company;
 - (b) remove a director or officer of the company from that position at any time;
 - (c) review the appointment of directors and officers of the company annually at the first executive committee meeting held after the Annual General Meeting.
 - (d) resolve to replace a director or officer of the company who ceases to be a director or officer of the company with another member of the executive committee in that director or officer's place.
- 33.3 The Community Association must not procure the company to acquire any real property unless authorised by a resolution passed at a general meeting.
- 33.4 Any person appointed as a director of the company must not do anything that is contrary to any decision of the executive committee or the Community Association regarding the conduct and affairs of DP270215 Pty Limited

The Common Seal of the Community Association D.P. 270215 was Hereunto affixed on 8 November 2006 in the presence of Dynamic Property Services Pty Ltd being the person(s) authorised by Section 8 of the Community Land Management Act 1989, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ACN 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 4 May 2005 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4457 Number 484)

Signature of witness: 

Name(s): Lousia Dang, Level 5, 162 Goulburn St, Sydney NSW 2010



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**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales
Section 39
Community Land Development Act 1989



AG622640Q

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

(A) **TORRENS TITLE**

1/270215

(B) **LODGED BY**

Document Collection Box	Name, Address or DX and Telephone	CODE CS
	Dynamic Property Services DX 11643 SYDNEY DOWNTOWN Ph: 9267 6334	
	Reference: Lisa Branson	

(C) **APPLICANT**

Community Association	Deposited Plan No. 270215
-----------------------	---------------------------

(D)

The applicant certifies that by a special resolution passed on 12 October 2011 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added By-law 34 as fully set out below
----------	---

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

See attached annexure

The Common Seal of the Community Association D.P. 270215 was hereunto affixed on 7 November 2011 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 8 of the Community Land Management Act 1989, to attest the affixing of the seal.



SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney.
(Registered Book 4611 Number 45)

- (G) The common seal of the Community association deposited plan 270215 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: Rona Flanagan
Name of witness: Rona Flanagan
Date: 07 November 2011

DEPOSITED PLAN 270215
ANNEXURE

BY-LAW 34 - LICENCE OVER ASSOCIATION PROPERTY:

RESOLVED by **SPECIAL RESOLUTION** that Community Association - DP 270215 pursuant to section 14 of the *Community Land Management Act 1989* to amend the Community Management Statement by adding by-law 34 on the following terms and conditions:

By-law 34. Licence over Association Property

- 34.1 The Community Association shall have the additional power, authority, duty and function to enter into a licence or sub licence with an Occupier or third party.
- 34.2 An application for a licence must be in writing to the Community Association by an Occupier or third party for a licence or sub licence over Association Property.
- 34.3 The Community Association reserves the right to decline in its absolute discretion any request by an Occupier or third party for a licence or sub licence over Association Property for any reason whatsoever;
- 34.4 The Executive Committee is appointed the function of approving an application for a licence or sub licence over Association Property in accordance with this by-law and their powers pursuant to the Community Titles Legislation.
- 34.5 Any licence or sub licence so approved must:
- (a) not allow any part of the Association Property to be used for any business, activity or industry which is contrary to any law, regulation, by-law, ordinance or the requirements of any Authority;
 - (b) be on terms approved by the Community Association and any Authority (if required); and
 - (c) be in writing.

The Common Seal of Community Association Deposited Plan No. 270215 was affixed on 7 November 2011 in the presence of Dynamic Property Services Pty Ltd being the person(s) authorised by section 8 of the *Community Land Management Act 1989* to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD
(ABN 62 002 006 760) by its attorney LISA BRANSON duly
appointed by Power of Attorney dated 11 April 2011 and who
hereby states that she has not received any notice of the
revocation of such Power of Attorney.
(Registered Book 4611 Number 45)



Signature of witness:

Rona Flanagan

Name(s): Rona Flanagan, Level 5, 162 Goulburn St, Sydney NSW 2010



AJ686481X

**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989

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

(A) TORRENS TITLE**RELODGED****(B) LODGED BY**

30 SEP 2015

11.00

TIME (C) APPLICANT

1/270215

Document
Collection
Box

Name, Address or DX and Telephone

Dynamic Property Services

DX 11643

SYDNEY DOWNTOWN Ph: 9267 6334

Reference: Lisa Branson

CODE

CS

Community

Association

Deposited Plan No. 270215

(D)

The applicant certifies that by a special & unanimous resolution passed on 11 June 2015 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed

See attached

Added

See attached

as fully set out below

(F) TEXT OF ADDED BY-LAW

See attached annexure

The Common Seal of the Community Association D.P. 270215 was hereunto affixed on 14 July 2015 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 8 of the Community Land Management Act 1989, to attest the affixing of the seal.



SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)

(G) The common seal of the Community association deposited plan 270215 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: Margaret Curtin

Date: 14 July 2015

RELODGED

- 9 SEP 2015

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
0507

Page 1 of 5 10 LAND AND PROPERTY INFORMATION DIVISION

DEPARTMENT OF LANDS
TIME: 12.30

CT Prod by 8985 24/7/15
for this dealing.

ANNEXURE
DEPOSITED PLAN 270215

Repeal Definitions

Add Definitions

Definitions

A. Statutory Definitions

A word has the meaning given to it by a definition in the Community Titles Legislation if:

- (a) it is defined in the Community Titles Legislation; and
- (b) used but not defined in this Management Statement.

B. Further Definitions

In this Management Statement these terms (in any form) mean:

"Acquisition Plan" an acquisition plan and transfer under section 34 Development Act 1989;

"Annual General Meeting" an annual general meeting of the Community Association other than the first annual general meeting;

"Architectural Standards" architectural standards prescribed under this Management Statement by:

- (a) the Community Association; or
- (b) each Subsidiary Body for its Subsidiary Scheme

and amended under this Management Statement;

"Association Property" the Community Property and the Subsidiary Body Property of the Community Scheme;

"Community Association" the community association constituted on registration of the Community Plan;

"Community Development Lot" a lot that is not:

- (a) Community Property, a public reserve or a drainage reserve;
- (b) land that has become subject to a Subsidiary Scheme;
- (c) severed from the Community Scheme.

"Community Facilities" includes the following which are constructed or are to be constructed on Community Property:

- (a) Swimming Pool;
- (b) Tennis Courts;
- (c) The Station;
- (d) Gatehouse; and
- (e) Gym.

"Community Parcel" the land the subject of the Community Scheme;

"Community Plan" deposited plan number 270215;

"Community Property" lot 1 in the Community Plan and includes the Community Facilities;

"Community Scheme" the Community scheme constituted on registration of the Community Plan;

"Community Titles Legislation" the Development Act and the Management Act;

"Concept Plan" the plan of Community Property registered with these by-laws;

"Council" the council of the City of Sydney;

"Developer" Jacksons Landing Development Pty Limited ACN 073 932 206;

"Development Act" the Community Land Development Act 1989;

"Development Activities" any work which the Developer and all persons authorised by the Developer must do to complete any development on the Community Parcel including:

(a) any form of demolition work, building work and work ancillary to or associated with building work on the Community Parcel;

(b) the installation of services;

(c) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;

(d) carrying out development in stages;

(e) construction of the Community Facilities;

(f) any form of work which the Developer, in its absolute discretion considers is necessary or desirable; and

(g) the subdivision of land forming part of the Community Parcel by any means, including strata subdivision;

"Development Consent" consent orders of the Land and Environment Court dated 30 April 1999 to development application No. 1998/05087 as amended from time to time or any development consent in substitution either in whole or in part of the subject matter of the development consent;

"Executive Committee" the executive committee of the Community Association as constituted or elected under this Management Statement and the Management Act;

"Excluded Dog":

(a) a pit bull terrier;

(b) an American pit bull terrier;

(c) a dogo argentino;

(d) a fila brasileiro;

(e) a Japanese tosa;

(f) any other outcross;

(g) any dog prohibited from importation into Australia by the Commonwealth government; and

(h) an unregistered or dangerous dog under the Dog Act 1966;

"Gatehouse" the gatehouse on Lot 1 in the Community Plan and shown on the Concept Plan;

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

"Government Agency" a governmental or semi-government, administrative, fiscal or judicial department or entity, a statutory authority or the Council;

"Gym" the gym which is or is to be constructed on Lot 1 in the Community Plan and shown on the Concept Plan;

"House Lot" a lot within a Strata Plan that does not have an occupiable dwelling above or below the lot and includes a terrace house;

"Land and Environment Court" the Land and Environment Court of New South Wales;

"Landscape Standards" the landscape standards prescribed under this Management Statement by:

- (a) the Community Association; and
- (b) each Subsidiary Body for its Subsidiary Scheme

as amended under this Management Statement;

"Landscaped Areas" any external landscaped areas of any Subsidiary Body Property;

"Law" includes:

(a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and

(b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority;

"Lot" a Community Development Lot or a Strata Lot;

"Management Act" the Community Land Management Act 1989;

"Management Statement" this community management statement;

"Manager" the manager described in by-law 26;

"Managing Agent" an agent appointed under s50 of the Management Act;

"Minister" the Minister for Urban Affairs and Planning;

"Ministerial Corporation" the Ministerial Corporation established under section 8 of the Environmental Planning and Assessment Act 1979;

"Non-Occupying Owner" means an Owner who does not occupy a Lot in the Community Scheme

"Occupier" any person in lawful occupation of a Lot;

"Original Proprietor" the Owner or Owners of a Community Development Lot or Community Development Lots as at registration of the Community Plan;

"Owner" a person for the time being recorded in the register as entitled to an interest in fee simple in a Lot;

"Owners Corporation" an owners corporation created on registration of a Strata Plan;

"Permitted Person" a person on the Community Parcel with the express or implied consent of an Owner or Occupier, the Community Association or a Subsidiary Body;

"Plan" the plan attached and titled "Plan Showing Areas To Be Dedicated";

"Proposed Dedicated Property" any or all of the areas hatched in the Plan;

"Public Authority" the Ministerial Corporation, Sydney Harbour Foreshore Authority or any other public authority nominated by either of them, as the context requires;

"Real Estate Agency" the business of any one or more of the following:

(a) inducing or attempting to induce any person to:

- (i) make an offer to buy, sell, exchange, lease, assign or otherwise dispose of a Lot;
- (ii) accept an offer to buy, sell, exchange, lease, assign or otherwise dispose of a Lot; or
- (iii) enter into a contract to buy, sell, exchange, lease, assign or otherwise dispose of a Lot;

(b) buying, selling, exchanging, leasing, assigning or otherwise disposing of a Lot, by any means including by auction;

(c) collecting rents payable in relation to any lease of a Lot;

(d) compiling for publication or compiling and publishing any document that contains a list relating solely or substantially to the acquisition or disposal of a Lot; or

(e) operating serviced apartments;

"Recreational and Other Facilities" any:

(a) swimming pools, gymnasiums, spas, saunas, lounges, bicycle storage facilities, accessways or other facilities constructed within Subsidiary Body Property; or

(b) audio and visual security cameras and other surveillance equipment installed on subsidiary Body Property;

"Restricted User" an Owner or Occupier that uses their lot as a commercial office, restaurant or shop within the Community Plan;

"Rules" the rules made under this Management Statement;

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

(a) open and close doors, gates, buildings or locks; or

(b) operate alarms, security systems or communications systems;

"Security Service Manager" the security service manager appointed under by-law 29;

"Security Services" services for the prevention of any threat to the security or safety of:

- (a) an Owner or Occupier; or
- (b) any property situated on the Community Parcel;

"Service"

(a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;

(b) the provision of sewerage and drainage;

(c) transmission by telephone, radio, television, satellite or other means;

(d) security systems; and

(e) any other facility, supply or transmission;



"Service Line" a pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided the location of which is illustrated in the Services Plan;

"Service Provider" is a statutory or Government Agency or private company that provides a Service;

"Services Plan" the diagram showing the private services and statutory services registered with the Community Plan;

"Strata Lot" a lot in a Strata Plan;

"Strata Plan" a strata plan that subdivides a Community Development Lot;

"Strata Scheme" a strata scheme constituted on registration of a Strata Plan;

"Subsidiary Body" an Owners Corporation;

"Subsidiary Body Property" the common property of a Strata Scheme;

"Subsidiary Plan" a Strata Plan;

"Subsidiary Scheme" a Strata Scheme;

"Swimming Pool" the swimming pool which is or is to be constructed on lot 1 in the Community Plan and shown on the Concept Plan;

"Sydney Harbour Foreshore Authority" the Sydney Harbour Foreshore Authority established under section 10 Sydney Harbour Foreshore Authority Act 1998;

"Tennis Courts" the tennis courts which are or are to be constructed on Lot 1 in the Community Plan and shown on the Concept Plan;

"The Station" the community function centre which is constructed on Lot 1 in the Community Plan;

"Vehicle" includes a boat, trailer, caravan, car or any other towable item; and

"Works":

(a) a change to any building;

(b) a change to any landscaping; or

(c) the construction of a new building(s);

within the Community Parcel but excludes:

(d) Development Activities; and

(e) internal refurbishment to a building within a Lot.

Repeal clause 2.4

Add clause:

2.4 The Executive Committee may retain the services of an independent consultant with special skills and expertise in:

(a) architecture;

(b) landscaping; or

(c) any other relevant discipline

to advise and assist the Executive Committee in performing its powers under this by-law. The costs of the independent consultant may be charged to the lot account of the Owner seeking approval for the carrying out of Works as if they were a contribution under the *Community Land Management Act 1989*, with all the same rights of recovery to apply.