

# Contract for the sale and purchase of land 2022 edition

| TERM                                             | MEANING OF TERM                                                                                                                                                                                                                                                                                               | NSW DAN:                                                                          |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| vendor's agent                                   | <b>Upstate</b><br><b>Suite 15, Level 1, 888 Pittwater Road, Dee Why NSW 2099</b><br><b>Email: Phil.f@upstate.com.au</b>                                                                                                                                                                                       | <b>Phone: 02 9971 9000</b><br><b>Ref: Phil Feseha</b><br><b>Mob: 0423 502 407</b> |
| co-agent                                         |                                                                                                                                                                                                                                                                                                               |                                                                                   |
| vendor                                           | <b>Carolyn Grant Moran and Scott Turner Moran</b><br><b>6a Prince Alfred Parade, Newport NSW 2106</b>                                                                                                                                                                                                         |                                                                                   |
| vendor's solicitor                               | <b>The Conveyancing Group</b><br><b>Shop, 1/42 Old Barrenjoey Road, Avalon Beach NSW 2107</b><br><b>Email: nellie@tcgns.com.au</b>                                                                                                                                                                            | <b>Phone: 0439119342</b><br><b>Ref: NW:TH:1754</b>                                |
| date for completion                              | <b>42nd day after the contract date (clause 15)</b>                                                                                                                                                                                                                                                           |                                                                                   |
| land (address, plan details and title reference) | <b>10/3108 Sturdee Parade, Dee Why NSW 2099</b><br><b>Lot 74 in Strata Plan 83746</b><br><b>Folio Identifier 74/SP83746</b>                                                                                                                                                                                   |                                                                                   |
|                                                  | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies                                                                                                                                                                                                  |                                                                                   |
| improvements                                     | <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space<br><input type="checkbox"/> none <input type="checkbox"/> other: |                                                                                   |
| attached copies                                  | <input type="checkbox"/> documents in the List of Documents as marked or as numbered:<br><input type="checkbox"/> other documents:                                                                                                                                                                            |                                                                                   |

**A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.**

|                       |                                                        |                                                  |                                                           |                                                  |
|-----------------------|--------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------|
| inclusions            | <input type="checkbox"/> air conditioning              | <input checked="" type="checkbox"/> clothes line | <input checked="" type="checkbox"/> fixed floor coverings | <input checked="" type="checkbox"/> range hood   |
|                       | <input checked="" type="checkbox"/> blinds             | <input type="checkbox"/> curtains                | <input type="checkbox"/> insect screens                   | <input type="checkbox"/> solar panels            |
|                       | <input checked="" type="checkbox"/> built-in wardrobes | <input checked="" type="checkbox"/> dishwasher   | <input checked="" type="checkbox"/> light fittings        | <input checked="" type="checkbox"/> stove        |
|                       | <input checked="" type="checkbox"/> ceiling fans       | <input type="checkbox"/> EV charger              | <input type="checkbox"/> pool equipment                   | <input type="checkbox"/> TV antenna              |
|                       | <input checked="" type="checkbox"/> other: dryer       |                                                  |                                                           |                                                  |
| exclusions            |                                                        |                                                  |                                                           |                                                  |
| purchaser             |                                                        |                                                  |                                                           |                                                  |
| purchaser's solicitor |                                                        |                                                  |                                                           |                                                  |
| price                 | \$                                                     |                                                  |                                                           |                                                  |
| deposit               | \$                                                     |                                                  |                                                           | (10% of the price, unless otherwise stated)      |
| balance               | \$                                                     |                                                  |                                                           |                                                  |
| contract date         |                                                        |                                                  |                                                           | (if not stated, the date this contract was made) |

**Where there is more than one purchaser** ☐ JOINT TENANTS  
☐ tenants in common    ☐ in unequal shares, specify: \_\_\_\_\_

**GST AMOUNT** (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

| VENDOR                                                                                                                                                                                                                                                                                                                                                                                          |  | PURCHASER                                                                                                                                                                                                                                                                                                                                                                                       |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <div>Signed by</div> <div><div></div><div>Vendor</div></div> <div><div></div><div>Vendor</div></div>                                                                                                                                                                                                                                                                                            |  | <div>Signed by</div> <div><div></div><div>Purchaser</div></div> <div><div></div><div>Purchaser</div></div>                                                                                                                                                                                                                                                                                      |  |
| VENDOR (COMPANY)                                                                                                                                                                                                                                                                                                                                                                                |  | PURCHASER (COMPANY)                                                                                                                                                                                                                                                                                                                                                                             |  |
| <div>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</div> <div><div><div>Signature of authorised person</div><div>Signature of authorised person</div></div><div><div>Name of authorised person</div><div>Name of authorised person</div></div><div><div>Office held</div><div>Office held</div></div></div> |  | <div>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</div> <div><div><div>Signature of authorised person</div><div>Signature of authorised person</div></div><div><div>Name of authorised person</div><div>Name of authorised person</div></div><div><div>Office held</div><div>Office held</div></div></div> |  |

## Choices

Vendor agrees to accept a **deposit-bond**

☐ NO ☐ yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4):

**Manual transaction** (clause 30)

☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

**Tax information (the parties promise this is correct as far as each party is aware)**

**Land tax** is adjustable

☐ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment**  
(GST residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

**GSTRW payment (GST residential withholding payment) – details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$

**If more than one supplier, provide the above details for each supplier.**

Amount purchaser must pay – price multiplied by the **GSTRW** rate (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

### List of Documents

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| <p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul> | <p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 33 property certificate for strata common property</li> <li><input checked="" type="checkbox"/> 34 plan creating strata common property</li> <li><input checked="" type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input checked="" type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off-the-plan contract</li> <li><input type="checkbox"/> 59 other document relevant to off-the-plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul> |
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

Dynamic Property  
 Level 27, 66-68 Goulburn Street, Sydney NSW 2000  
 Email: Elise.Pitcher@dynamicproperty.com.au

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

**WARNING—SMOKE ALARMS**

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

### **Cooling off period (purchaser's rights)**

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is NO COOLING OFF PERIOD—
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

### **DISPUTES**

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### **AUCTIONS**

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

**WARNINGS**

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:
 

|                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>APA Group</b><br><b>Australian Taxation Office</b><br><b>Council</b><br><b>County Council</b><br><b>Department of Planning and Environment</b><br><b>Department of Primary Industries</b><br><b>Electricity and gas</b><br><b>Land and Housing Corporation</b><br><b>Local Land Services</b> | <b>NSW Department of Education</b><br><b>NSW Fair Trading</b><br><b>Owner of adjoining land</b><br><b>Privacy</b><br><b>Public Works Advisory</b><br><b>Subsidence Advisory NSW</b><br><b>Telecommunications</b><br><b>Transport for NSW</b><br><b>Water, sewerage or drainage authority</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

# **1 Definitions (a term in italics is a defined term)**

## **1.1** In this contract, these terms (in any form) mean –

|                               |                                                                                                                                                                                                                                                                                         |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>adjustment date</i>        | the earlier of the giving of possession to the purchaser or completion;                                                                                                                                                                                                                 |
| <i>adjustment figures</i>     | details of the adjustments to be made to the price under clause 14;                                                                                                                                                                                                                     |
| <i>authorised Subscriber</i>  | a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;                                                                                                                           |
| <i>bank</i>                   | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;                                                                                                                                                        |
| <i>business day</i>           | any day except a bank or public holiday throughout NSW or a Saturday or Sunday;                                                                                                                                                                                                         |
| <i>cheque</i>                 | a cheque that is not postdated or stale;                                                                                                                                                                                                                                                |
| <i>clearance certificate</i>  | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;                                                                                             |
| <i>completion time</i>        | the time of day at which completion is to occur;                                                                                                                                                                                                                                        |
| <i>conveyancing rules</i>     | the rules made under s12E of the Real Property Act 1900;                                                                                                                                                                                                                                |
| <i>deposit-bond</i>           | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>                                                                         |
| <i>depositholder</i>          | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);                                                                                                    |
| <i>discharging mortgagee</i>  | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i>      | document relevant to the title or the passing of title;                                                                                                                                                                                                                                 |
| <i>ECNL</i>                   | the Electronic Conveyancing National Law (NSW);                                                                                                                                                                                                                                         |
| <i>electronic document</i>    | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;                                                                                                                                                 |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;                                                           |
| <i>electronic transfer</i>    | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;                                                |
| <i>FRCGW percentage</i>       | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);                                                                                                                                                                                 |
| <i>FRCGW remittance</i>       | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;                                |
| <i>GST Act</i>                | A New Tax System (Goods and Services Tax) Act 1999;                                                                                                                                                                                                                                     |
| <i>GST rate</i>               | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);                                                                                                                                                            |
| <i>GSTRW payment</i>          | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );                                                                                                                                              |
| <i>GSTRW rate</i>             | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);                                                                                              |
| <i>incoming mortgagee</i>     | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;                                                                                                                      |
| <i>legislation</i>            | an Act or a by-law, ordinance, regulation or rule made under an Act;                                                                                                                                                                                                                    |
| <i>manual transaction</i>     | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;                                                                                                                            |
| <i>normally</i>               | subject to any other provision of this contract;                                                                                                                                                                                                                                        |
| <i>participation rules</i>    | the participation rules as determined by the <i>ECNL</i> ;                                                                                                                                                                                                                              |
| <i>party</i>                  | each of the vendor and the purchaser;                                                                                                                                                                                                                                                   |
| <i>property</i>               | the land, the improvements, all fixtures and the inclusions, but not the exclusions;                                                                                                                                                                                                    |
| <i>planning agreement</i>     | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;                                                                                                                          |
| <i>populate</i>               | to complete data fields in the <i>Electronic Workspace</i> ;                                                                                                                                                                                                                            |

|                          |                                                                                                                                                                                                                                                                                                         |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>requisition</i>       | an objection, question or requisition (but the term does not include a claim);                                                                                                                                                                                                                          |
| <i>rescind</i>           | rescind this contract from the beginning;                                                                                                                                                                                                                                                               |
| <i>serve</i>             | serve in writing on the other <i>party</i> ;                                                                                                                                                                                                                                                            |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>               |
| <i>solicitor</i>         | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;                                                                                                                                                 |
| <i>TA Act</i>            | Taxation Administration Act 1953;                                                                                                                                                                                                                                                                       |
| <i>terminate</i>         | terminate this contract for breach;                                                                                                                                                                                                                                                                     |
| <i>title data</i>        | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;                                                                                                                                                                         |
| <i>variation</i>         | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;                                                                                                                                                                                                                                     |
| <i>within</i>            | in relation to a period, at any time before or during the period; and                                                                                                                                                                                                                                   |
| <i>work order</i>        | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
  - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a *party* serves a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
    - bear equally any disbursements or fees; and
    - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and *populate* an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

## 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.  
 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
   27.6.1 *within* 42 days after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or  
   27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
   27.7.1 under a *planning agreement*; or  
   27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
   28.3.1 the purchaser can *rescind*; and  
   28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
   29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;  
   29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and  
   29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
     • either *party* serving notice of the event happening;  
     • every *party* who has the benefit of the provision serving notice waiving the provision; or  
     • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
    - 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
    - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

UNIT 3108, 10 STURDEE PDE DEE WHY NSW 2022

**CERTIFICATE**

Pursuant to Section 66W of the Conveyancing Act 1919

*VENDOR:*

*PROPERTY:*

*PURCHASER:*

I,

.....

of

.....

certify as follows:

1. I am a Conveyancer/Solicitor currently admitted to practice in New South Wales.
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of the property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract.
3. I do not act for the Vendor and I am not employed in the practice of a Conveyancer/Solicitor acting for the Vendor, nor am I a member or an employee of a firm of which a Conveyancer/Solicitor acting for the Vendor is a member or employee.
4. I have explained to the Purchaser, or, if the Purchaser is a corporation, to an officer of the Purchaser or to a person involved in the management of the Purchaser's affairs: -
  - (a) the effect of the contract for the purchase of the property;
  - (b) the nature of this Certificate; and
  - (c) the effect of giving this Certificate to the Vendor in that there is no cooling off period.

Dated:

.....

Purchaser's Conveyancer/Solicitor

## **SPECIAL CONDITIONS**

### **1. Real Estate Agent**

The Purchaser warrants that the Purchaser was not introduced to the property by any agent other than the agent disclosed in the front page of this contract (if any) and that the Purchaser indemnifies the Vendor against any loss the Vendor may suffer due to any breach of this warranty.

### **2. Costs for delayed Settlement**

In the event that the completion of this contract does not take place on or before the Completion Date and the delay is not the fault of Vendor then the Purchaser shall, on completion, pay to the Vendor:

- (a) liquidated damages in an amount equal to eight (8%) percent per annum of the balance of the purchase money computed from the day following the completion date up to and including the actual date of completion, and
- (b) if the Vendor has issued to the Purchaser a notice to complete, the sum of \$300.00 (plus GST) as compensation to the Vendor for the additional legal costs incurred by the Vendor in issuing such Notice

The parties agree that this provision shall be an essential term of the Contract. The Vendor and the Purchaser agree that this is a realistic estimation of the costs to the Vendor for loss of interest on purchase money and other outgoings payable by the Vendor and cost and inconvenience caused to the Vendor if completion is delayed.

### **3. Cost for Change of Date for completion**

In the event there is a request for an amendment or an amendment by the purchaser to change the Date for Completion, the purchaser shall on completion pay an amount of \$280.00 (plus GST) as compensation to the vendor for additional legal costs incurred for arranging such change of Date for completion.

### **4. Cost for early access, access for furniture and or possession prior to completion**

In the event there is a request by the purchaser for access to the property, access for delivery of furniture and or request for possession prior to completion, the purchaser shall on completion pay an amount of \$280.00 (plus GST) as compensation to the vendor for additional legal costs incurred for works in arranging such access.

### **5. Extension to the cooling off period**

In the event there is a request for an extension to the cooling off period by the purchaser, the purchaser shall on completion pay an amount of \$280.00 (plus GST) as compensation to the vendor for additional legal costs incurred.

### **6. Notice to complete**

The parties agree that a period of 14 days shall be reasonable time for the purposes of any notice served by either party, including a notice to complete making time of the essence.

### **7. Latent or patent defects**

The Purchaser accepts the property in its present condition and state of repair with all defects whether latent and patent. The Purchaser shall not be entitled to make any requisition, objection or claim for compensation in respect of the condition of the property or any improvement thereon. The Purchaser shall not require the Vendor to carry out any work on the property after exchange of contract.

The Purchaser accepts the inclusions in their present condition and state of repair. The Vendor is not responsible for loss of or damage to (other than loss or damage due to the act or default of the Vendor), mechanical breakdown in, or fair wear and tear to, the inclusions which occurs after the contract date.

#### **8. Amendments to this Contract**

- (a) Clause 2.9: delete the words 'If each party tells the deposit holder that the deposit is to be invested'
- (b) Clause 7.1.1 is amended by replacing '5%' with '\$1.00'
- (c) Clause 14.4.2 is deleted
- (d) Clause 23.6.1: is deleted and replaced with 'the Vendor is liable for all payments due prior to the contract date'
- (e) Clause 23.6.2 is deleted and replaced with 'the Purchaser is liable for all payments due on or after the contract date'
- (f) Clause 23.13 to 23.15 are deleted and the following paragraph inserted in lieu thereof:  
"The vendor need not supply to the purchaser a certificate under Section 184 of the Strata Schemes Management Act 2015. The purchaser shall be responsible for obtaining the certificate at his or her own expense and provide the certificate to the Vendor's conveyancer office not later than 5 business days prior to completion. The vendor hereby provides authority for the purchaser to obtain such certificate."
- (g) Clause 25.2 is deleted
- (h) Clause 31.2 is amended by deleting "5" and replacing it with "2"

#### **9. No Warranty**

The purchaser acknowledges that this contract is not made relying on any warranty or representation by the vendor or any person on behalf of the vendor whether oral or in writing, except those that are expressly provided in this contract which sets out the whole agreement between the parties.

#### **10. Error in adjustment of outgoings**

Should any apportionment of outgoings be overlooked or incorrectly calculated on completion the parties agree that, upon being so requested, the correct calculation will be made and paid to the party to whom it is payable.

#### **11. Requisitions on Title**

The Purchaser agrees that the only form of general requisitions on title the Purchaser may make pursuant to clause 5 shall be in the form of the Requisitions on Title, a copy of which is annexed to this Contract.

The Requisitions on Title are deemed to be served by the purchaser at the date of this Contract.

#### **12. Inconsistency**

If there is any inconsistency between these special conditions and the printed conditions, these special conditions apply.

#### **13. Electronic Settlement (PEXA)**

Clause 30.1.2 is deleted. Notwithstanding clause 30, if the purchaser is unable or unwilling to conduct this conveyancing transaction as an electronic PEXA transaction, the purchaser will pay to the vendor an amount of \$180.00 plus GST at completion as re-imbursement of the vendor's additional conveyancing expenses.

#### **14. Deposit**

If, with the written consent of the Vendor, the Purchaser is permitted to pay the deposit by instalments and not in accordance with the provisions of clause 2.2 then the Purchaser must pay the deposit as follows: -

- (a) one half of the deposit, equal to 5% of the price on the making of this contract; and
- (b) the other half of the deposit, equal to a further 5% of the price, ("**Deposit Balance**") on the earlier of the Completion date and the date on which this contract is actually completed.

The times for making the payments of deposit set out to in this special condition are essential.

The Vendor may recover the Deposit Balance as a liquidated debt in any court of competent jurisdiction together with the Vendor's legal costs and expenses on a full indemnity basis and interest on the Deposit Balance at the rate set out in clause 2.

All interest earned on the investment of any deposit that is less than 10%, is to be paid to the Vendor.

#### **15. Order on the Deposit Holder**

When completion of this contract is effected as an electronic transaction, pursuant to clause 16.6, the purchaser must provide to the vendor no later than 1 day prior to completion, an order in writing signed by the purchaser authorising the deposit holder to account to the vendor for the deposit, the authority will be held in escrow by the Vendor's conveyancer until completion.

#### **16. Deposit available at Completion**

The Purchaser or their representative agrees to instruct the agent to make the deposit available to a trust account or the PEXA workspace to be directed completion, should the vendor require it at completion.

#### **17. Building Certificate**

Notwithstanding clause 11 herein if, as a consequence of any application by the purchaser for a Building Certificate from the Local Council:

- (a) a work order under any legislation is made after the date of this Contract; or
- (b) the Local Council informs the Purchaser of works to be done before it will issue a Building Certificate;

then the Purchaser is not entitled to make a requisition or claim in respect to such work order or the works required by the Local Council and if this Contract is completed the Purchaser must comply with such work order and pay the expense of compliance or do the works required at their own expense.

### **18. Guarantee (Purchaser a Proprietary Company)**

In consideration of the Vendor entering into this Contract with the Purchaser at the request of the undersigned Directors of the Purchaser Company ("Guarantor") and in consideration of the premises the Guarantor hereby jointly and severally and also irrevocably and unconditionally guarantee to the Vendor the due and punctual observance and performance of all the obligations of the Purchaser and the due and punctual payment of all moneys which the Purchaser is or becomes obliged to pay to the Vendor under this Contract and hereby indemnifies the Vendor in respect of all liabilities (including legal costs on an indemnity basis) incurred in enforcing this guarantee which may arise as a consequence of the act omission or default of the Purchaser or otherwise under this Contract. The guarantee contained in this clause shall continue after completion.

\_\_\_\_\_  
Signature of Guarantor

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

\_\_\_\_\_  
Full name of Guarantor

\_\_\_\_\_  
Full name of Witness

\_\_\_\_\_  
Address of Guarantor

\_\_\_\_\_  
Address of Witness

### **19. Agreements to amend the Contract**

- (a) Notwithstanding any other clause in this Contract, if this Contract is exchanged under auction conditions, then the Vendor and the Purchaser agree that all amendments to this Contract agreed in writing between their legal representatives prior to the auction, shall form part of this Contract whether or not the amendments are actually made to this Contract at the time it is signed by the Vendor and the Purchaser.
- (b) Notwithstanding any other clause in this Contract, if this contract is exchanged with a cooling off period as prescribed under the relevant provisions of Conveyancing Act 1919, then the Vendor and Purchaser hereby authorise their legal representatives to make amendments to this Contract by mutual agreement between the parties during the cooling off period. Any amendments agreed in writing by the legal representatives shall form part of this Contract as if those amendments were part of this contract at the time it was signed by the Vendor and the Purchaser.

### **20. Vendor Name**

The Vendor, Carolyn Grant Moran, discloses that her name changed through marriage, and she is identical with the person described as Carolyn Grant Keegan on the certificate of title 74/SP83746. A Statutory Declaration will be provided to the Purchaser prior to completion.

The Purchaser will make no objection, requisition or claim for compensation or claim any right to terminate, rescind or delay settlement in respect of any matter disclosed in this special condition.

### **Conditions of Sale by Auction**

If the property is or is intended to be sold at auction:

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a.) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b.) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c.) The highest bidder is the purchaser, subject to any reserve price.
  - (d.) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e.) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f.) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g.) A bid cannot be made or accepted after the fall of the hammer.
  - (h.) As soon as practicable after the fall of the hammer, the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a.) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b.) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c.) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Carolyn Grant Moran and Scott Turner Moran  
Purchaser:  
Property: 10/3108 Sturdee Parade, Dee Why NSW 2099  
Dated:

---

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (Act).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

### Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as

- referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposal to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

#### **Affectations, notices and claims**

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?

- (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  - (iv) any realignment or proposed realignment of any road adjoining them?
  - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (iii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

### **Applications, Orders etc**

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

### **Owners Corporation management**

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
  - (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

#### **Capacity**

46. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

#### **Requisitions and transfer**

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

#### **Off the plan contract**

54. If the Contract is an off the plan contract:
  - (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
  - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
  - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

## Title Search

Information Provided Through  
Triconvey (Reseller)  
Ph. 1300 064 452

FOLIO: 74/SP83746

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| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| -----       | ----    | -----      | ----      |
| 15/7/2025   | 5:25 PM | 8          | 10/8/2023 |

LAND

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LOT 74 IN STRATA PLAN 83746  
AT DEE WHY  
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

-----

CAROLYN GRANT KEEGAN  
SCOTT TURNER MORAN  
AS JOINT TENANTS

(T AT341412)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP83746
- 2 AT341413 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

1754...

PRINTED ON 15/7/2025

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



FOLIO: CP/SP83746

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| 15/7/2025   | 5:25 PM | 13         | 21/2/2024 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 83746  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP83746

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 83746  
ADDRESS FOR SERVICE OF DOCUMENTS:  
PO BOX 629  
BONDI JUNCTION NSW 1355

SECOND SCHEDULE (21 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER  
DESCRIBED IN THE TITLE DIAGRAM
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED  
WITH SP83746  
AH595846 AMENDMENT TO STRATA MANAGEMENT STATEMENT - SEE  
REQUEST
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR  
SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973. SEE SP83746
- 5 DP1146740 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND  
ABOVE DESCRIBED
- 6 DP1146740 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 7 DP1146740 EASEMENT FOR SUPPORT & SHELTER AFFECTING THE WHOLE OF  
THE LAND ABOVE DESCRIBED
- 8 DP1146740 EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 9 DP1146740 EASEMENT FOR VEHICULAR ACCESS (LIMITED IN STRATUM)  
REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 10 DP1146740 EASEMENT FOR VEHICULAR ACCESS (LIMITED IN STRATUM)  
REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

1754...

PRINTED ON 15/7/2025

FOLIO: CP/SP83746

PAGE 2

## SECOND SCHEDULE (21 NOTIFICATIONS) (CONTINUED)

- APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1146740 EASEMENT FOR VEHICULAR ACCESS (LIMITED IN STRATUM)  
REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1146740 EASEMENT FOR PEDESTRIAN ACCESS (LIMITED IN STRATUM)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 13 DP1146740 EASEMENT FOR PEDESTRIAN ACCESS (LIMITED IN STRATUM)  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1146740 EASEMENT TO USE LOADING DOCK (LIMITED IN STRATUM)  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1146740 EASEMENT FOR LIGHT & AIR (LIMITED IN STRATUM)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 16 DP1146740 EASEMENT TO DRAIN WATER 2.4 & 3.5 METRE(S) WIDE  
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM
- 17 DP1146740 RESTRICTION(S) ON THE USE OF LAND
- 18 DP1146740 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN  
THE S.88B INSTRUMENT
- 19 DP1146740 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN  
THE S.88B INSTRUMENT
- 20 AM461803 INITIAL PERIOD EXPIRED
- 21 AR678693 CONSOLIDATION OF REGISTERED BY-LAWS

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

## STRATA PLAN 83746

| LOT | ENT  | LOT | ENT  | LOT | ENT  | LOT | ENT  |
|-----|------|-----|------|-----|------|-----|------|
| 1   | - 68 | 2   | - 49 | 3   | - 49 | 4   | - 49 |
| 5   | - 49 | 6   | - 49 | 7   | - 49 | 8   | - 68 |
| 9   | - 96 | 10  | - 71 | 11  | - 71 | 12  | - 69 |
| 13  | - 69 | 14  | - 69 | 15  | - 69 | 16  | - 96 |
| 17  | - 70 | 18  | - 70 | 19  | - 55 | 20  | - 55 |
| 21  | - 55 | 22  | - 72 | 23  | - 68 | 24  | - 68 |
| 25  | - 71 | 26  | - 69 | 27  | - 52 | 28  | - 52 |
| 29  | - 52 | 30  | - 69 | 31  | - 68 | 32  | - 68 |
| 33  | - 48 | 34  | - 72 | 35  | - 52 | 36  | - 53 |
| 37  | - 52 | 38  | - 52 | 39  | - 52 | 40  | - 71 |
| 41  | - 69 | 42  | - 69 | 43  | - 48 | 44  | - 75 |
| 45  | - 48 | 46  | - 51 | 47  | - 70 | 48  | - 70 |
| 49  | - 70 | 50  | - 49 | 51  | - 49 | 52  | - 51 |
| 53  | - 70 | 54  | - 70 | 55  | - 70 | 56  | - 49 |
| 57  | - 49 | 58  | - 51 | 59  | - 71 | 60  | - 73 |
| 61  | - 72 | 62  | - 50 | 63  | - 90 | 64  | - 87 |
| 65  | - 85 | 66  | - 91 | 67  | - 47 | 68  | - 75 |

END OF PAGE 2 - CONTINUED OVER

1754...

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FOLIO: CP/SP83746

PAGE 3

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

## STRATA PLAN 83746

| LOT | ENT  | LOT | ENT  | LOT | ENT  | LOT | ENT  |
|-----|------|-----|------|-----|------|-----|------|
| 69  | - 57 | 70  | - 62 | 71  | - 47 | 72  | - 47 |
| 73  | - 48 | 74  | - 59 | 75  | - 48 | 76  | - 75 |
| 77  | - 57 | 78  | - 71 | 79  | - 72 | 80  | - 56 |
| 81  | - 75 | 82  | - 48 | 83  | - 48 | 84  | - 76 |
| 85  | - 57 | 86  | - 72 | 87  | - 72 | 88  | - 56 |
| 89  | - 76 | 90  | - 48 | 91  | - 49 | 92  | - 76 |
| 93  | - 57 | 94  | - 72 | 95  | - 73 | 96  | - 57 |
| 97  | - 76 | 98  | - 49 | 99  | - 50 | 100 | - 77 |
| 101 | - 57 | 102 | - 73 | 103 | - 75 | 104 | - 57 |
| 105 | - 79 | 106 | - 50 | 107 | - 50 | 108 | - 77 |
| 109 | - 57 | 110 | - 75 | 111 | - 77 | 112 | - 57 |
| 113 | - 81 | 114 | - 50 | 115 | - 53 | 116 | - 99 |
| 117 | - 99 | 118 | - 99 | 119 | - 99 | 120 | - 53 |
| 121 | - 46 | 122 | - 46 | 123 | - 46 | 124 | - 46 |
| 125 | - 44 | 126 | - 48 | 127 | - 48 | 128 | - 68 |
| 129 | - 49 | 130 | - 52 | 131 | - 49 | 132 | - 55 |
| 133 | - 68 | 134 | - 52 | 135 | - 51 | 136 | - 55 |
| 137 | - 64 | 138 | - 54 | 139 | - 69 | 140 | - 72 |
| 141 | - 77 | 142 | - 46 | 143 | - 46 | 144 | - 56 |
| 145 | - 53 | 146 | - 48 | 147 | - 48 | 148 | - 48 |
| 149 | - 69 | 150 | - 56 | 151 | - 51 | 152 | - 53 |
| 153 | - 55 | 154 | - 69 | 155 | - 64 | 156 | - 69 |
| 157 | - 69 | 158 | - 52 | 159 | - 52 | 160 | - 54 |
| 161 | - 78 |     |      |     |      |     |      |

## NOTATIONS

UNREGISTERED DEALINGS: NIL

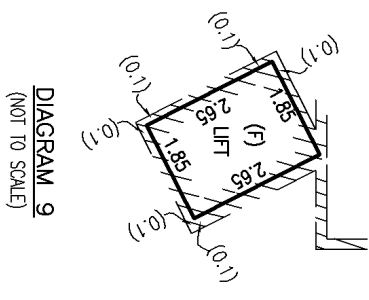
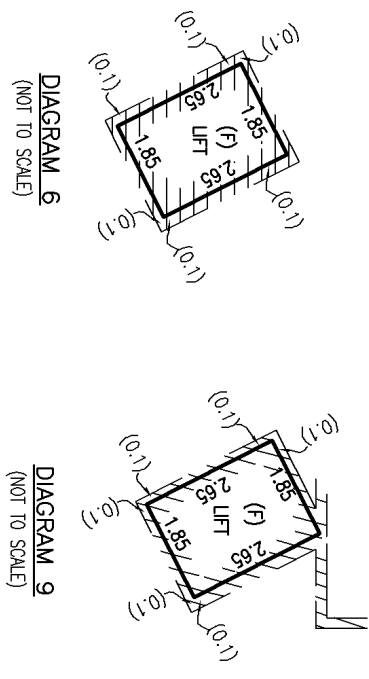
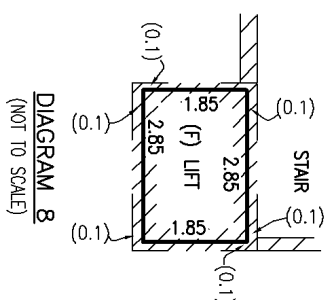
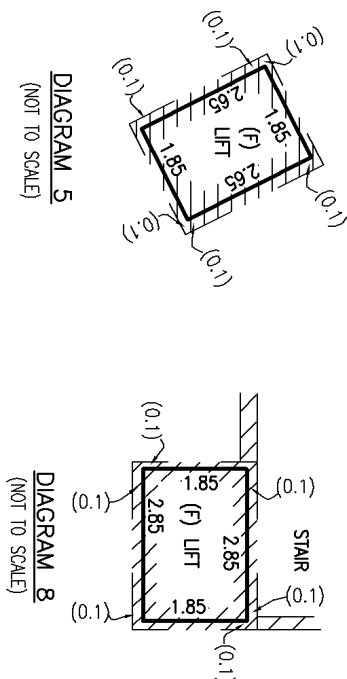
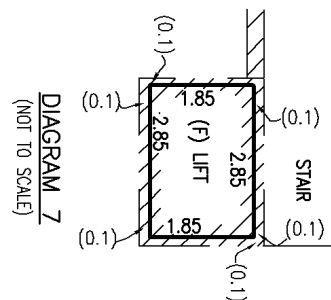
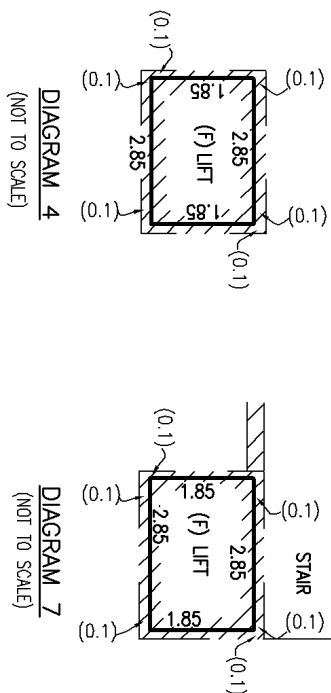
\*\*\* END OF SEARCH \*\*\*

1754...

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

SP83746



EASEMENTS AFFECTING THE WHOLE PARCEL (DP1146740)

EASEMENT FOR SERVICES  
EASEMENT FOR SUPPORT & SHELTER  
RESTRICTION ON USE OF LAND  
POSITIVE COVENANT  
POSITIVE COVENANT

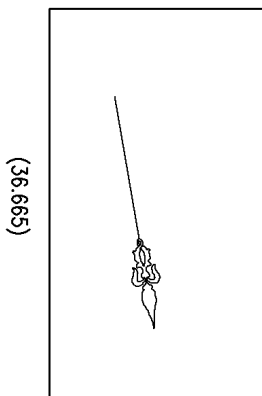
(F) DENOTES EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN STRATUM (DP1146740)

PT1, PT2 & PT3 DENOTE PART LOTS 1, 2 & 3 DP1146740 & ARE NOT PART OF STRATA PLAN

AT THESE LEVELS THERE ARE ONLY COMMON PROPERTY LIFTS.

STURDEE PARADE

LOCATION PLAN  
BASEMENT 2 TO LOWER GROUND LEVEL



PT1, PT2 & PT3  
DP1146740

(76.195)

(36.665)

PACIFIC PARADE

SEE DIAGRAM 7  
LIFT

SEE DIAGRAM 6  
LIFT

SEE DIAGRAM 5  
LIFT

SEE DIAGRAM 4  
LIFT

SEE DIAGRAM 8  
LIFT

SEE DIAGRAM 9  
LIFT

(89.695)

Surveyor: ANTHONY ALLEN

Surveyor's Ref: 071-2007 RES

Subdivision No: 132010

Lengths are in metres. Reduction Ratio 1:500

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0mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

\\Tony1\o allen jobs store\06-07 jobs\071-2007 Dee Why Hotel\Final strata plan Res\Sheet 1-2 Location.dwg

## LOCATION PLAN

## UPPER GROUND FLOOR LEVEL

- (F) - EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN STRATUM (DP1146740)  
 (A) - EASEMENT TO DRAIN WATER 2.4 & 3.5 WIDE (DP1146740)

PT2 & PT2 DP1146740 ARE NOT PART OF THIS STRATA PLAN.

## EASEMENTS AFFECTING THE WHOLE PARCEL (DP1146740)

EASEMENT FOR SERVICES  
 EASEMENT FOR SUPPORT & SHELTER  
 RESTRICTION ON USE OF LAND  
 POSITIVE COVENANT  
 POSITIVE COVENANT

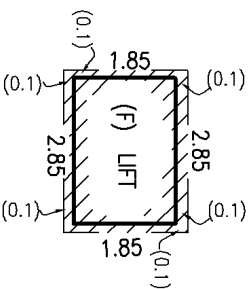


DIAGRAM 10  
 (NOT TO SCALE)

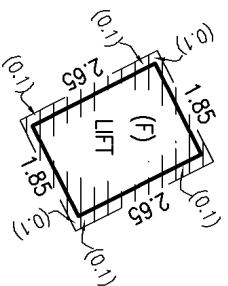


DIAGRAM 12  
 (NOT TO SCALE)

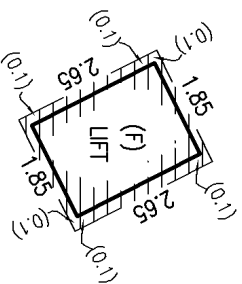


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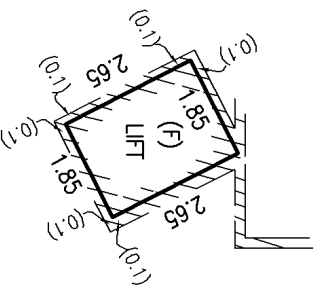
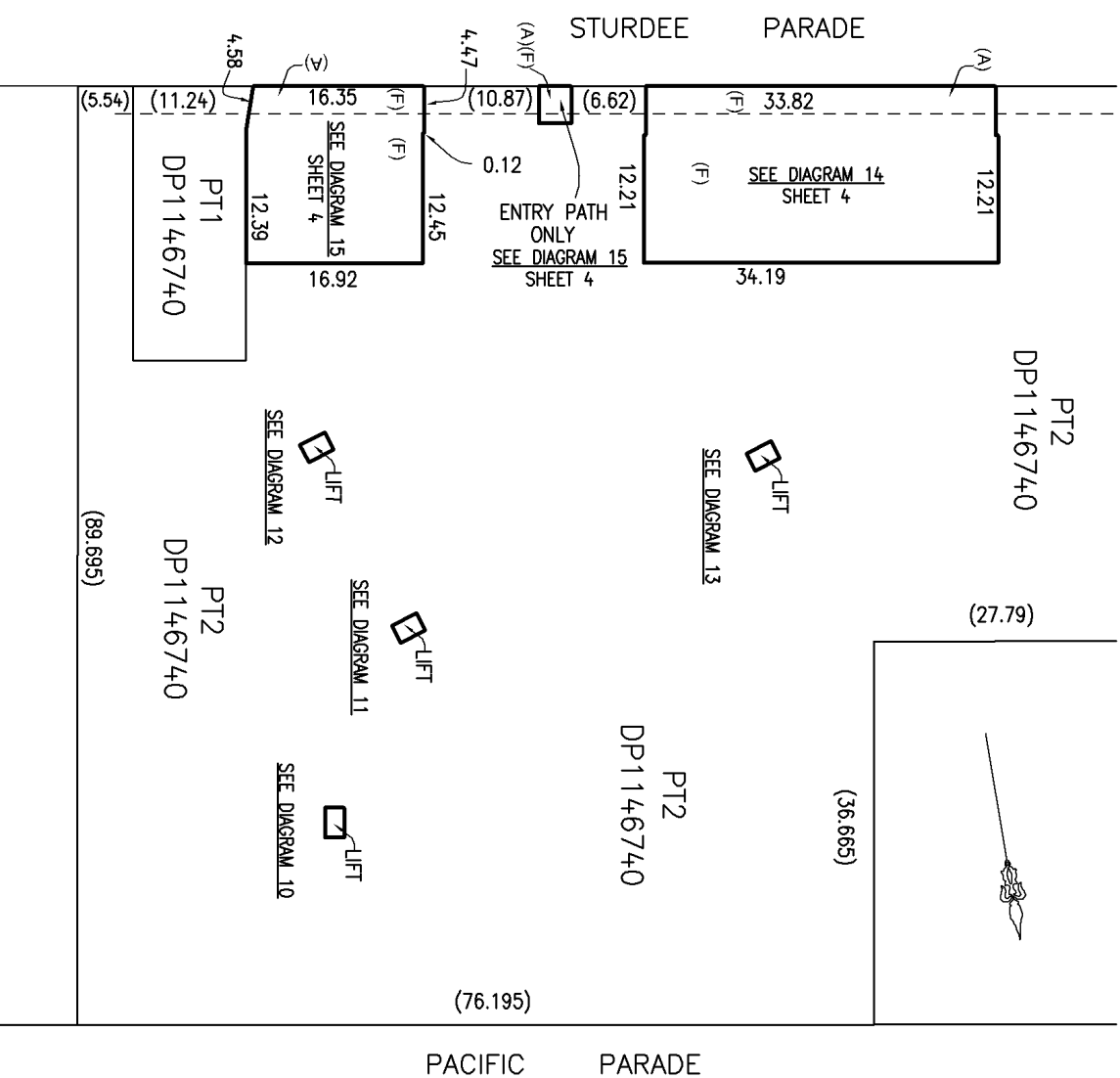


DIAGRAM 13  
 (NOT TO SCALE)



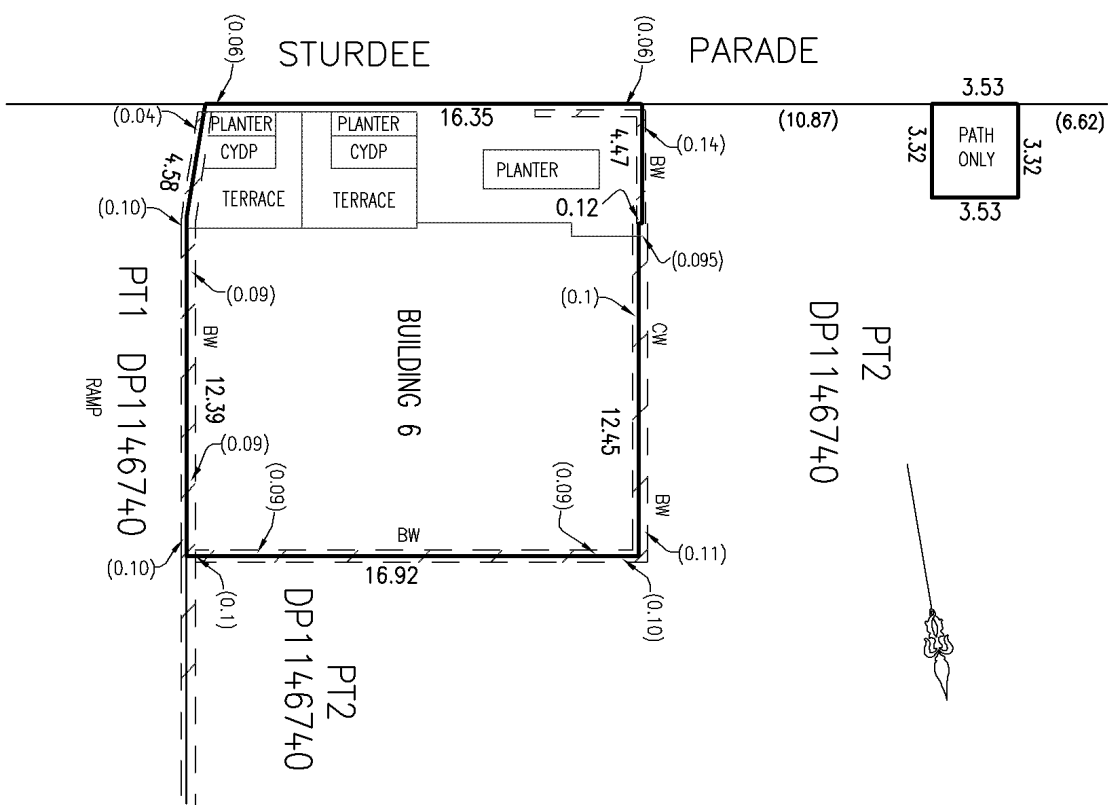
Surveyor: ANTHONY ALLEN  
 Surveyor's Ref: 071-2007 RES  
 Subdivision No: 132010  
 Lengths are in metres. Reduction Ratio 1:500



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DIAGRAM 15  
(UPPER GROUND FLOOR)



BW DENOTES BLOCK WALL  
CW DENOTES CONCRETE WALL  
CYDP DENOTES COURTYARD ABOVE DRAINAGE PITS

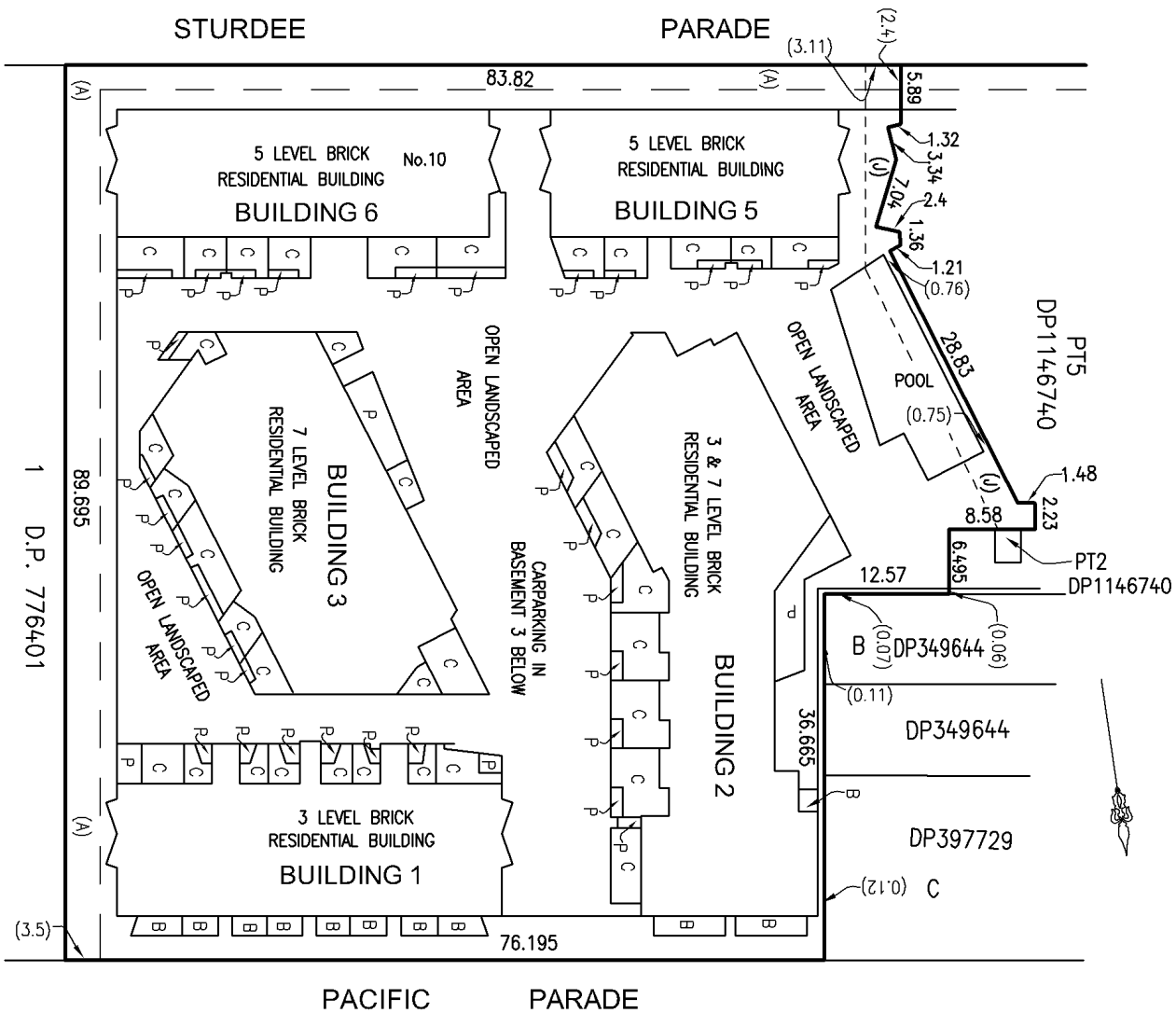
Lengths are in metres. Reduction Ratio 1:200

31.8.2010

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LOCATION PLAN

LEVEL 1



EASEMENTS AFFECTING THE WHOLE PARCEL (DP1146740)

EASEMENT FOR SERVICES  
EASEMENT FOR SUPPORT & SHELTER  
RESTRICTION ON USE OF LAND  
POSITIVE COVENANT  
POSITIVE COVENANT

NOTE: SEE DP1146740 FOR FULL DIMENSIONS OF EASEMENTS NOTED BELOW.

- (A) - EASEMENT TO DRAIN WATER 2.4 & 3.5 WIDE (DP1146740)
- (J) - EASEMENT FOR LIGHT & AIR LIMITED IN STRATUM (DP1146740)
- B DENOTES BALCONY
- C DENOTES COURTYARD
- P DENOTES PLANTER

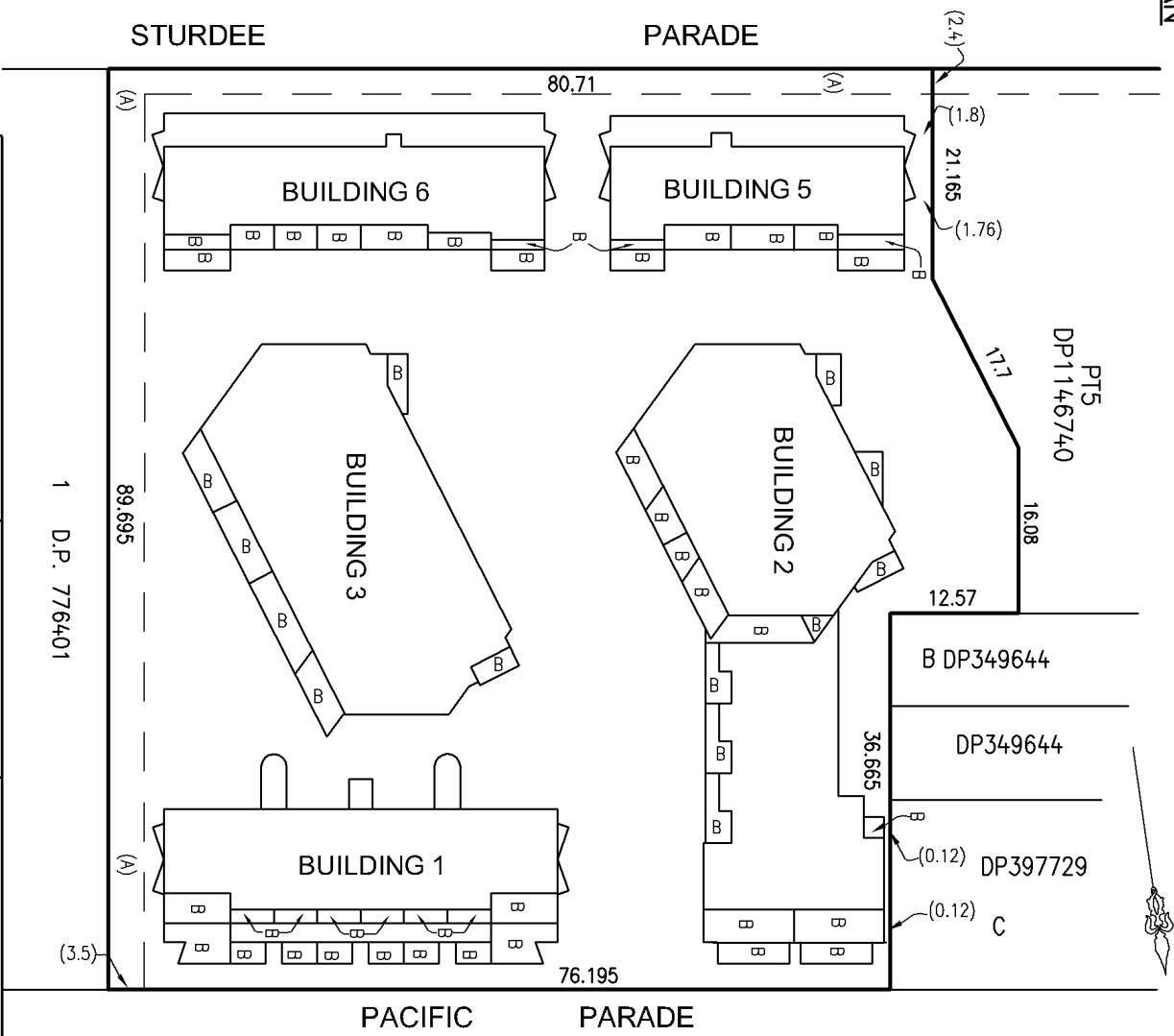
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|-----|-------------|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| 0mm | 20          | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|     | Table of mm |    |    |    |    |    |    |    |     |     |     |     |     |     |

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Surveyor's Ref: 071-2007 RES  
Subdivision No: 132010  
Lengths are in metres. Reduction Ratio 1:500

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**LOCATION PLAN**  
**LEVEL 2 & UP**



EASEMENTS AFFECTING THE WHOLE PARCEL (DP1146740)  
EASEMENT FOR SERVICES  
RESTRICTION ON USE OF LAND  
POSITIVE COVENANT  
POSITIVE COVENANT

(A) - EASEMENT TO DRAIN WATER 2.4 & 3.5 WIDE (DP1146740)  
B DENOTES BALCONY

Surveyor: **ANTHONY ALLEN**  
Surveyor's Ref: **071-2007 RES**  
Subdivision No: **132010**  
Lengths are in metres. Reduction Ratio 1:500

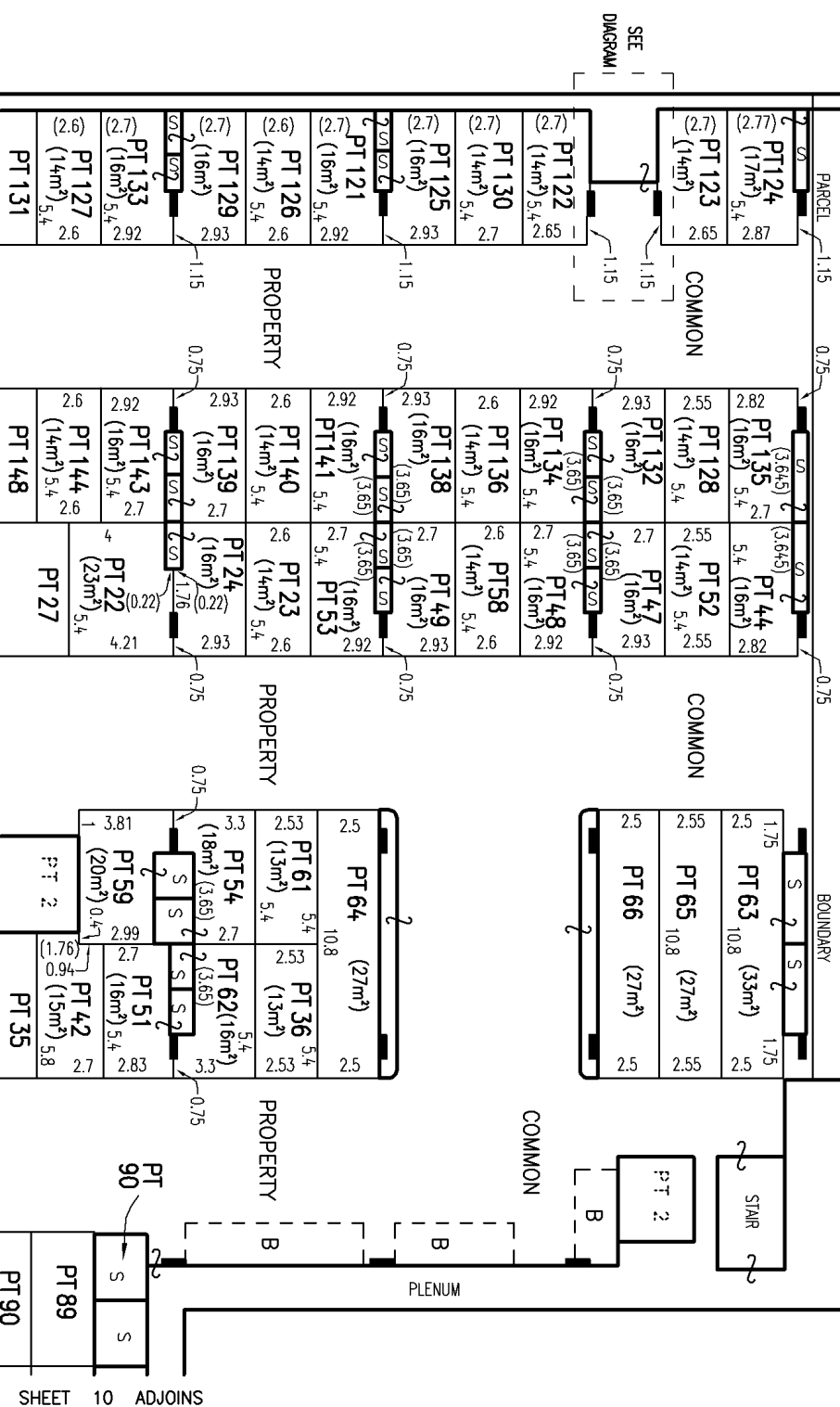
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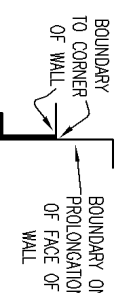
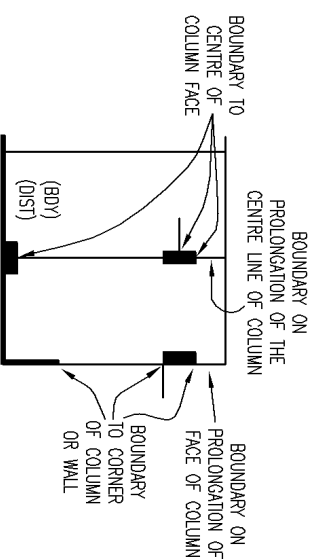
**SP83746**

## BASEMENT LEVEL 3

## CAR PARKING



## TYPICAL KEY - UNLESS OTHERWISE NOTED



CARPAGES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES OF FACES OF COLUMNS, CENTRES OF COLUMNS & DIMENSIONS AS SHOWN.

S - DENOTES STORAGE AREAS  
B - DENOTES BICYCLE SPACES WITHIN COMMON PROPERTY

SHEET 8 ADJOINS

SHEET 8 ADJOINS

SHEET 10 ADJOINS

PT2 DENOTES PART LOT 2 DP1146740 &amp; IS NOT PART OF STRATA PLAN.

PT5 DP1146740 IS NOT PART OF STRATA PLAN

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

## NOTE:

AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE ONLY. INCLUDE STORES WHERE SHOWN & HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

0mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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Surveyor's Ref: 071-2007 RES  
Subdivision No: 132010  
Lengths are in metres. Reduction Ratio 1:200

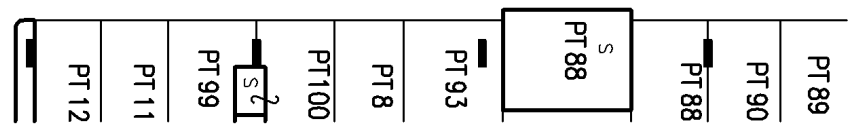
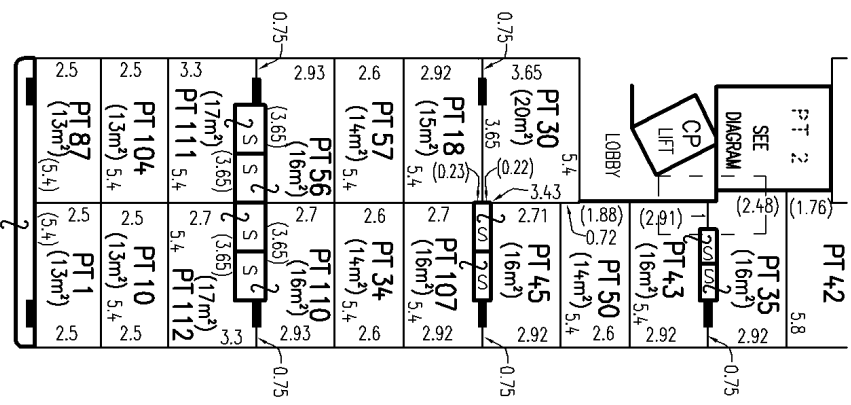
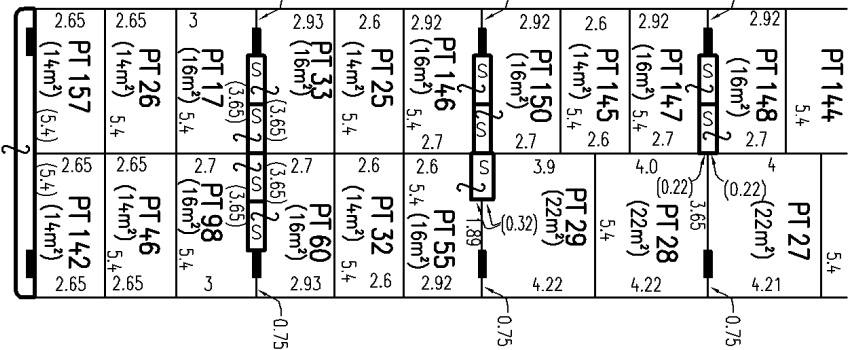
REGISTERED  
31.8.2010

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CAR PARKING

SHEET 7 ADJOINS

TYPICAL KEY - UNLESS OTHERWISE NOTED



SHEET 10 ADJOINS

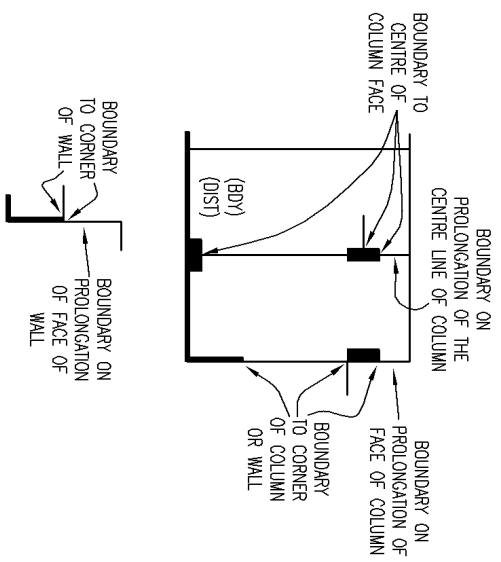
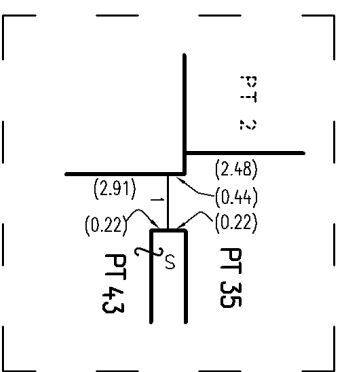


DIAGRAM  
(NOT TO SCALE)



SHEET 9 ADJOINS

SHEET 9 ADJOINS

CP - DENOTES COMMON PROPERTY  
S - DENOTES STORAGE AREAS

CARPAGES ARE DEFINED BY FACES OF WALLS, LINES OF  
FACES OF WALLS, LINES OF FACES OF COLUMNS, CENTRES  
OF COLUMNS & DIMENSIONS AS SHOWN.

PT2 DENOTES PART LOT & DP1146740 & IS NOT PART OF  
STRAITA PLAN

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE  
SHOWN

**NOTE:** SHOWN ON FLOOR PLAN ARE APPROXIMATE AREAS. AREAS SHOWN ONLY, INCLUDE STORES WHERE SHOWN & HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREETHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

ANTHONY ALLEN

Surveyor's Ref: 071-2007 RES

Subdivision No: 132010

Lengths are in metres. Reduction Ratio 1:200

REGISTERED

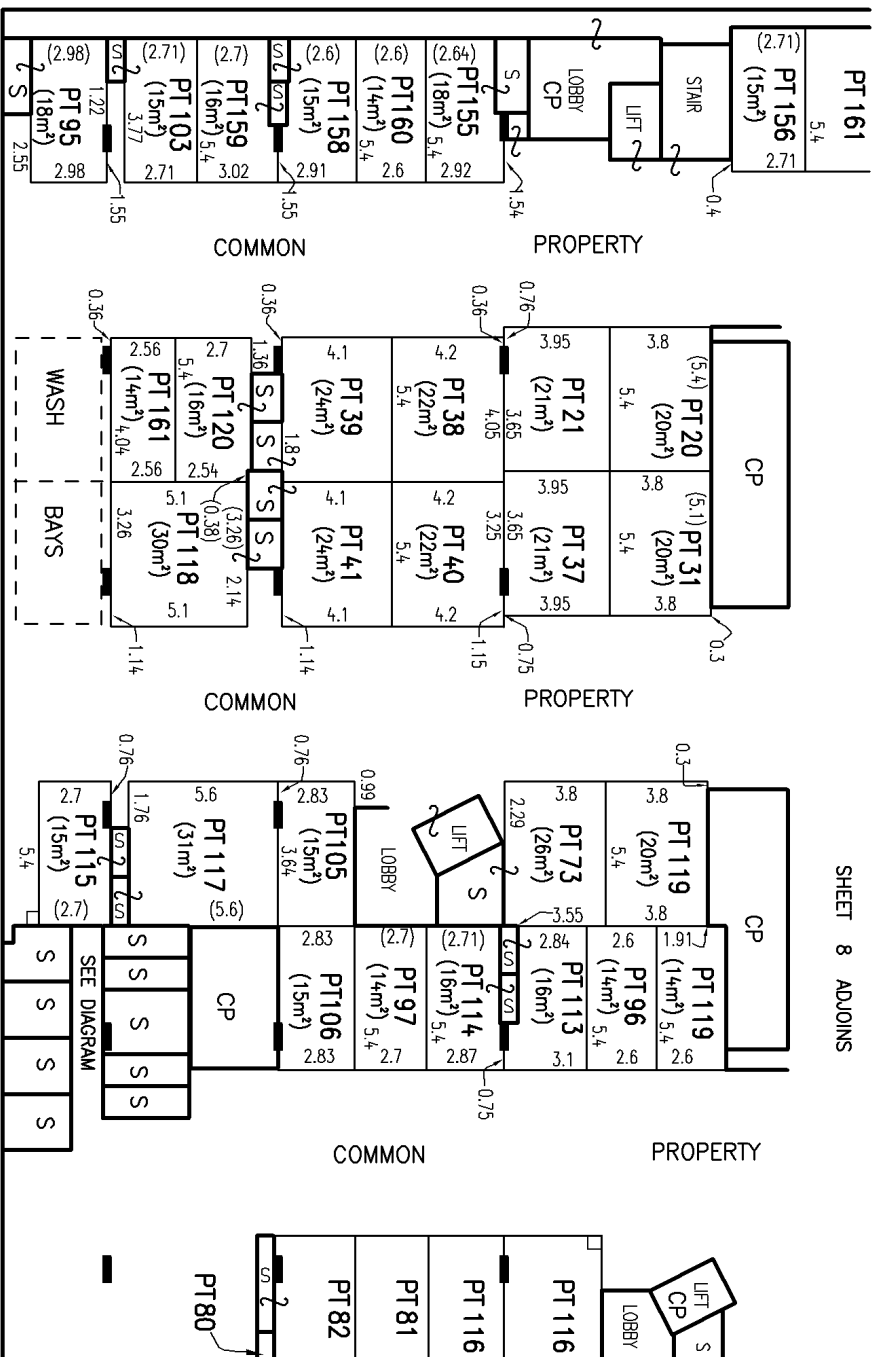
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## BASEMENT LEVEL 3

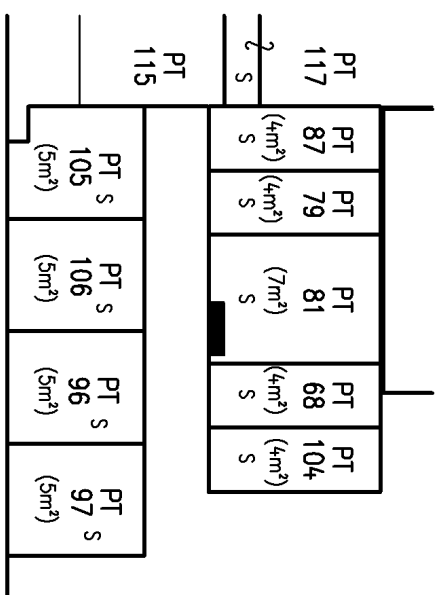
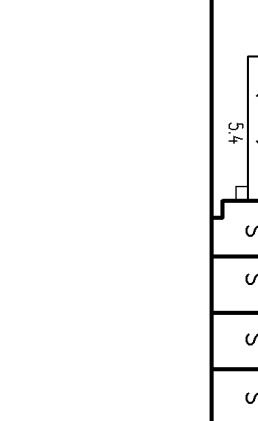
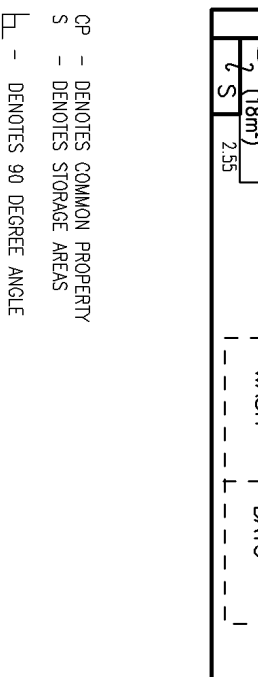
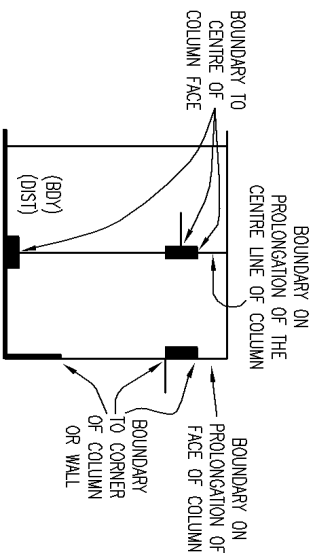
SHEET 8 ADJOINS

SHEET 8 ADJOINS



SHEET 11 ADJOINS

TYPICAL KEY - UNLESS OTHERWISE NOTED



DIAGRAM

(1:100)

CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES OF FACES OF COLUMNS, CENTRES OF COLUMNS & DIMENSIONS AS SHOWN.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

NOTE:  
AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE ONLY, INCLUDE STORES WHERE SHOWN & HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

CP - DENOTES COMMON PROPERTY  
S - DENOTES STORAGE AREAS

└ - DENOTES 90 DEGREE ANGLE

0mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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Surveyor's Ref: 071-2007 RES  
Subdivision No: 132010  
Lengths are in metres. Reduction Ratio 1:200

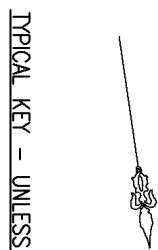


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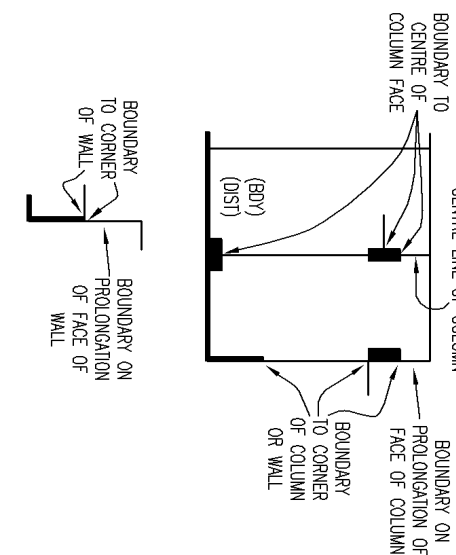
SP83746

SP83746

**CAR PARKING**



BOUNDARY ON  
PROLONGATION OF THE  
CENTRE LINE OF COLUMN



CP - DENOTES COMMON PROPERTY  
S - DENOTES STORAGE AREAS  
VIS - DENOTES VISITOR PARKING SPACES

CARPAGES ARE DENIED BY FACES OF WALLS, LINES OF  
FACES OF WALLS, LINES OF FACES OF COLUMNS, CENTRES  
OF COLUMNS & DIMENSIONS AS SHOWN.

**NOTE:** AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE ONLY. INCLUDE STORES WHERE SHOWN & HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.



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Subdivision No: 132010

Lengths are in metres. Reduction Ratio 1:200

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# BUILDING 5

## UPPER GROUND LEVEL

# BUILDING 6



|                                                                |                                                                            |
|----------------------------------------------------------------|----------------------------------------------------------------------------|
| <div><div>2</div><div>CY</div><div>2</div><div>T</div></div>   | <div>PT<br/>121<br/>(66m<sup>2</sup>)<br/>TOTAL<br/>82m<sup>2</sup></div>  |
| <div><div>2</div><div>CY</div><div>2</div><div>T</div></div>   |                                                                            |
| <div><div>2</div><div>CYDP</div><div>2</div><div>T</div></div> | <div>PT<br/>122<br/>(65m<sup>2</sup>)<br/>TOTAL<br/>79m<sup>2</sup></div>  |
| <div><div>2</div><div>CYDP</div><div>2</div><div>T</div></div> | <div>PT<br/>123<br/>(65m<sup>2</sup>)<br/>TOTAL<br/>79m<sup>2</sup></div>  |
| <div><div>2</div><div>CYDP</div><div>2</div><div>T</div></div> | <div>PT<br/>124<br/>(65m<sup>2</sup>)<br/>TOTAL<br/>82m<sup>2</sup></div>  |
| <div><div>2</div><div>CYDP</div><div>2</div><div>T</div></div> | <div>PT<br/>125<br/>(65m<sup>2</sup>)<br/>TOTAL<br/>81m<sup>2</sup></div>  |
| <div><div>2</div><div>CYDP</div><div>2</div><div>T</div></div> | <div>PT<br/>126<br/>(73m<sup>2</sup>)<br/>TOTAL<br/>87m<sup>2</sup></div>  |
| <div><div>2</div><div>CYDP</div><div>2</div><div>T</div></div> | <div>PT<br/>127<br/>(95m<sup>2</sup>)<br/>TOTAL<br/>109m<sup>2</sup></div> |

P - DENOTES PLANTER  
 T - DENOTES TERRACE  
 CY - DENOTES COURTYARD  
 CYDP - DENOTES COURTYARD  
 ABOVE DRAINAGE PIT  
 CP - DENOTES COMMON PROPERTY

|                                                     |
|-----------------------------------------------------|
| <div>2</div> <div>P</div> <div>2</div> <div>T</div> |
|-----------------------------------------------------|

THE STRATUM OF THE PLANTERS & COURTYARDS (DENOTED CY) ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE RESPECTIVE ADJOINING UNIT FLOOR EXCEPT WHERE COVERED.

WHERE SITUATED ABOVE A CONCRETE FLOOR SLAB COURTYARDS (DENOTED CY) & PLANTERS ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE FLOOR. WHERE NOT SITUATED OVER A CONCRETE FLOOR SLAB COURTYARDS & PLANTERS ARE LIMITED IN DEPTH TO 1.5 BELOW THE UPPER SURFACE OF THE RESPECTIVE ADJOINING UNIT FLOOR.

THE STRATUM OF THE TERRACES WHERE NOT COVERED, ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS & LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.

WATERPROOFING MEMBRANES IN PLANTERS, TERRACES & COURTYARDS ARE COMMON PROPERTY.

DUCTS, SERVICE PIPES, CABLES & CONDUITS WITHIN A LOT SERVING ANOTHER LOT ARE COMMON PROPERTY.

THE STRATUM OF THE AREAS DENOTED CYDP IS LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE RESPECTIVE ADJOINING UNIT FLOOR EXCEPT WHERE COVERED AND ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THE METAL FLOOR GRATE.

NOTE:  
 AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE ONLY, INCLUDE TERRACES, PLANTERS & COURTYARDS WHERE SHOWN & HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.  
 THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN

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 Surveyor's Ref: 071-2007 RES  
 Subdivision No: 132010  
 Lengths are in metres. Reduction Ratio 1:200

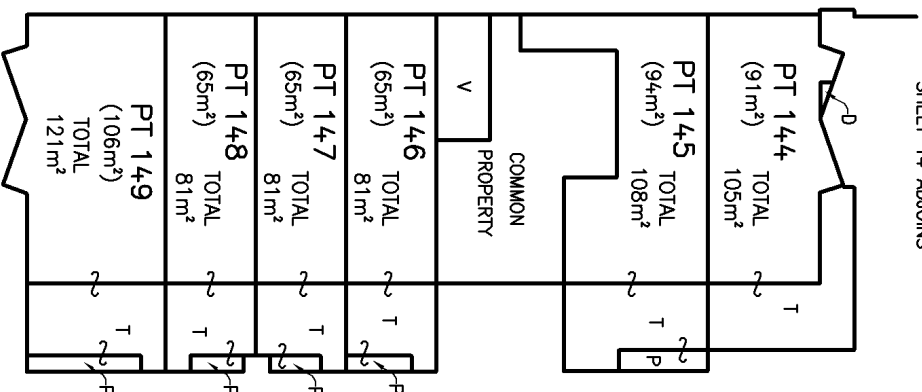


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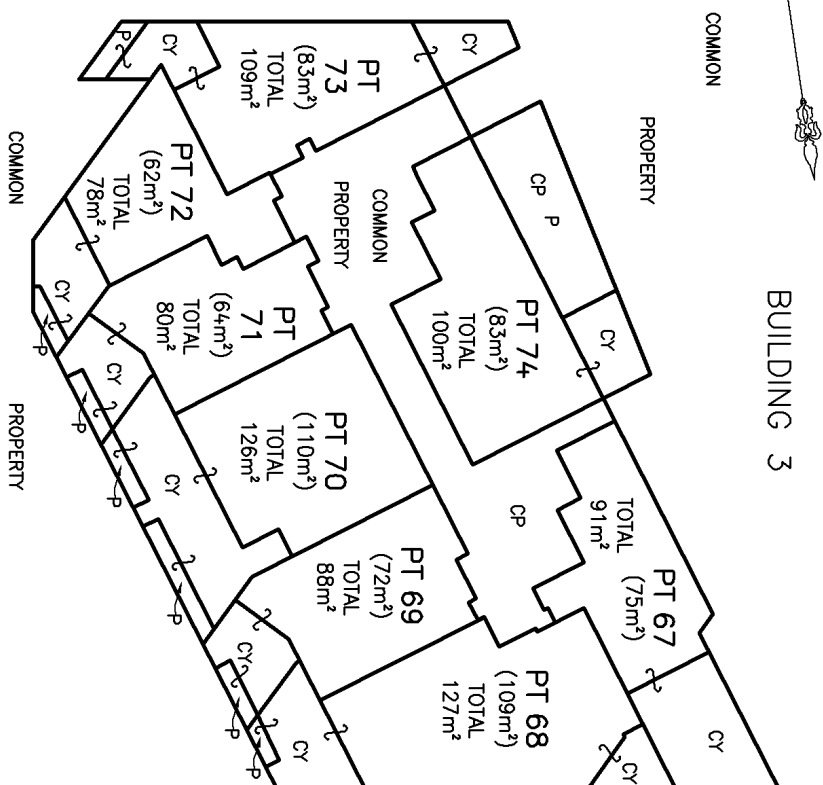
BUILDING 6

SHEET 14 ADJOINS



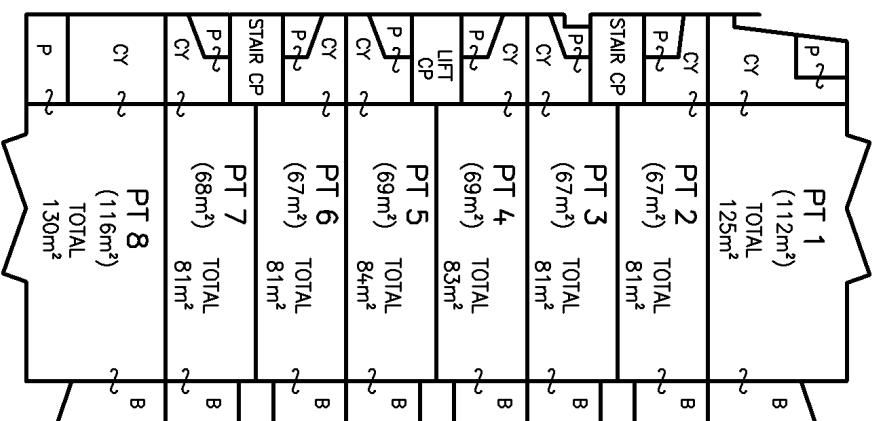
LEVEL 1

BUILDING 3



SHEET 14 ADJOINS

BUILDING 1



DUCTS, SERVICE PIPES, CABLES &  
CONDUITS WITHIN A LOT SERVING  
ANOTHER LOT ARE COMMON PROPERTY.

NOTE:  
AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE  
ONLY, INCLUDE BALCONIES, PLANTERS, COURTYARDS &  
TERRACES WHERE SHOWN & HAVE BEEN CALCULATED  
FOR THE PURPOSE OF THE STRATA SCHEMES  
(FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY  
DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON  
PROPERTY STRUCTURES, DUCTS  
& COLUMNS ARE SHOWN

THE STRATUM OF THE BALCONIES, TERRACES &  
COURTYARDS WHERE NOT COVERED, ARE LIMITED  
IN HEIGHT TO 2.5 METRES ABOVE THE UPPER  
SURFACE OF THEIR RESPECTIVE TILED FLOORS &  
ARE LIMITED IN DEPTH TO THE UPPER SURFACE  
OF THEIR RESPECTIVE TILED FLOOR.

THE STRATUM OF THE PLANTERS WHERE NOT  
COVERED IS LIMITED IN HEIGHT TO 2.5 METRES  
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE  
CONCRETE FLOORS.

WATERPROOFING MEMBRANES IN PLANTERS,  
BALCONIES, TERRACES & COURTYARDS ARE  
COMMON PROPERTY.

- B - DENOTES BALCONY
- CY - DENOTES COURTYARD
- CP - DENOTES COMMON PROPERTY
- P - DENOTES PLANTER
- V - DENOTES VOID WITHIN COMMON PROPERTY
- D - DENOTES COMMON PROPERTY DUCT
- T - DENOTES TERRACE

Surveyor: ANTHONY ALLEN

Surveyor's Ref: 071-2007 RES

Subdivision No: 132010

Lengths are in metres. Reduction Ratio 1:250

REGISTERED



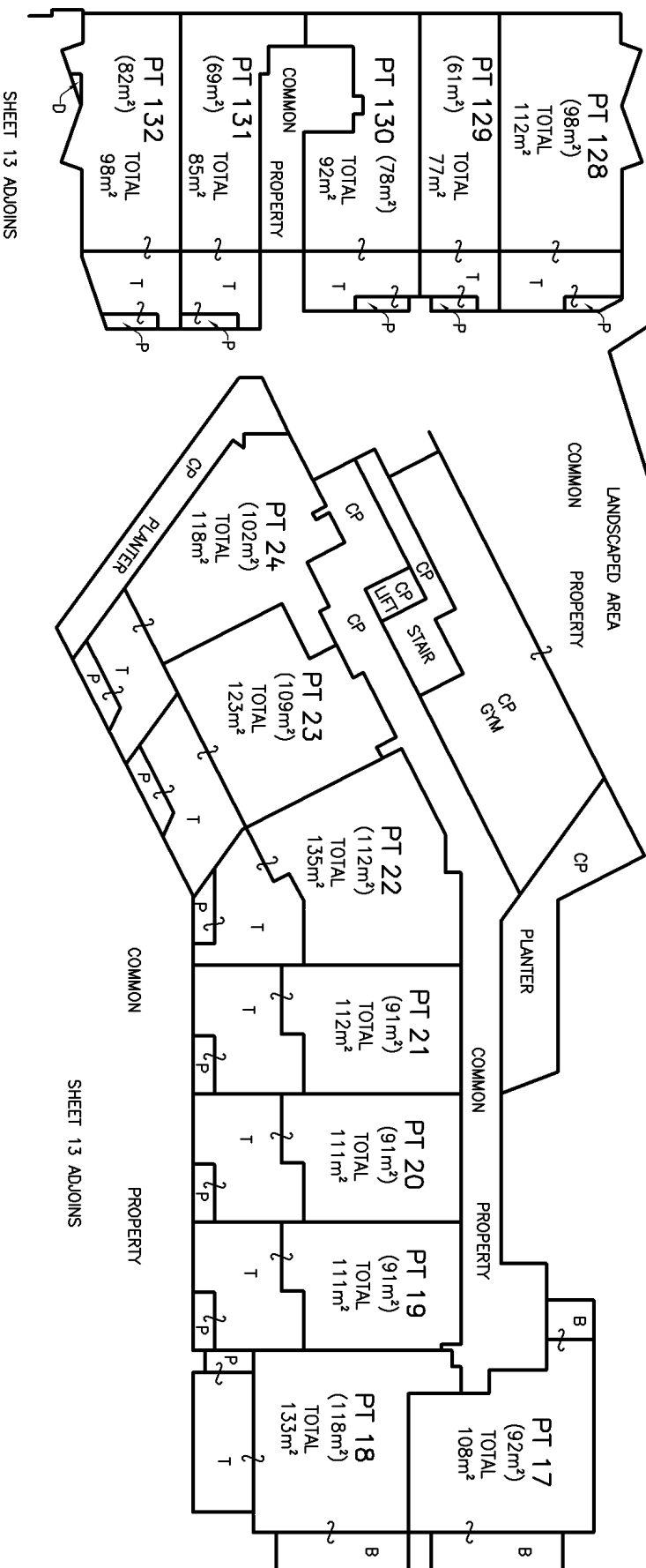
31.8.2010

SP83746

LEVEL 1BUILDING 5

POOL  
COMMON PROPERTY

LANDSCAPED AREA  
COMMON PROPERTY

BUILDING 2

SHEET 13 ADJOINS

SHEET 13 ADJOINS

DUCTS, SERVICE PIPES, CABLES &  
CONDUITS WITHIN A LOT SERVING  
ANOTHER LOT ARE COMMON PROPERTY.

**NOTE:**  
AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE  
ONLY, INCLUDE BALCONIES, PLANTERS & TERRACES  
WHERE SHOWN & HAVE BEEN CALCULATED FOR THE  
PURPOSE OF THE STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER  
FROM FLOOR AREAS FOR OTHER PURPOSES.

B - DENOTES BALCONY  
P - DENOTES PLANTER  
T - DENOTES TERRACE  
CP - DENOTES COMMON PROPERTY  
D - DENOTES COMMON PROPERTY  
DUCT

FOR CLARITY NOT ALL COMMON  
PROPERTY STRUCTURES, DUCTS  
& COLUMNS ARE SHOWN

THE STRATUM OF THE BALCONIES & TERRACES  
WHERE NOT COVERED, ARE LIMITED IN HEIGHT TO  
2.5 METRES ABOVE THE UPPER SURFACE OF  
THEIR RESPECTIVE TILED FLOORS & ARE LIMITED  
IN DEPTH TO THE UPPER SURFACE OF THEIR  
RESPECTIVE TILED FLOOR.

THE STRATUM OF THE PLANTERS WHERE NOT  
COVERED IS LIMITED IN HEIGHT TO 2.5 METRES  
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE  
CONCRETE FLOORS.

WATERPROOFING MEMBRANES IN PLANTERS,  
BALCONIES, TERRACES & COURTYARDS ARE  
COMMON PROPERTY.

Surveyor: ANTHONY ALLEN

Surveyor's Ref: 071-2007 RES

Subdivision No: 132010

Lengths are in metres. Reduction Ratio 1:250

REGISTERED

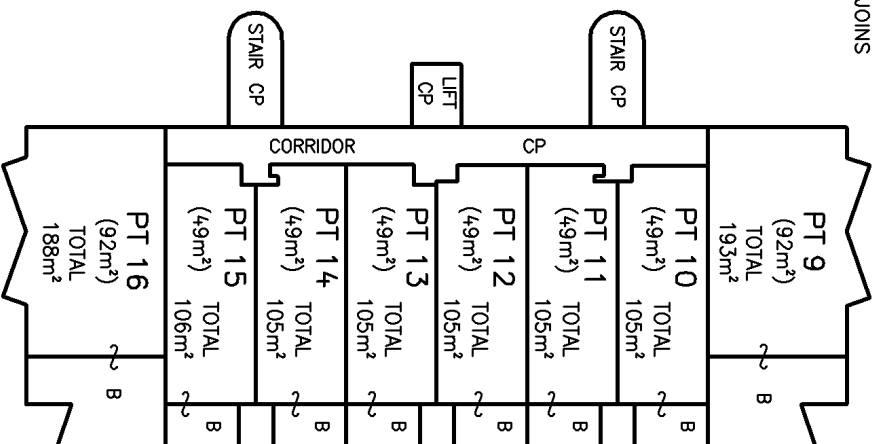
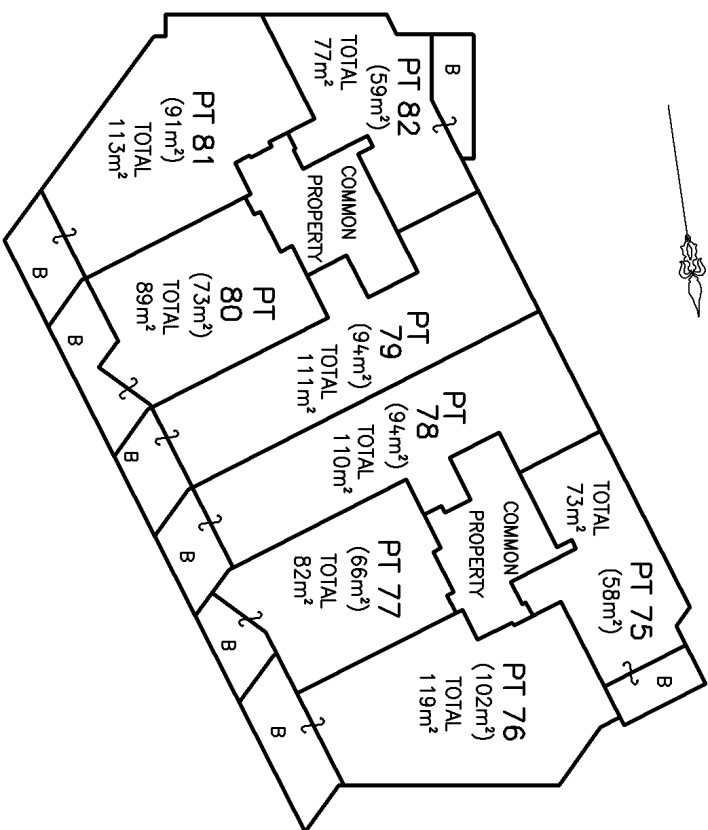
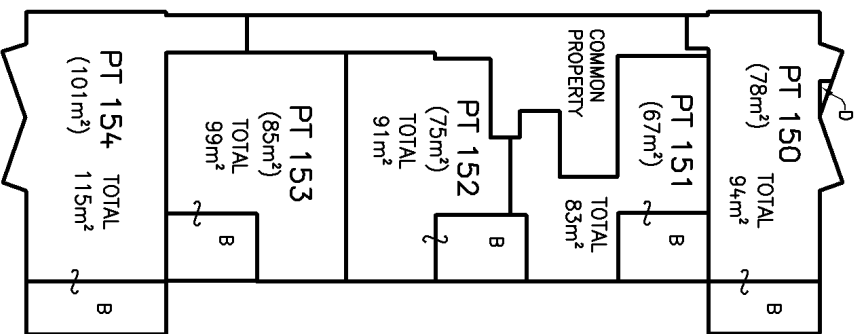
31.8.2010

SP83746

BUILDING 6LEVEL 2BUILDING 1

SHEET 16 ADJOINS

SHEET 16 ADJOINS



DUCTS, SERVICE PIPES, CABLES & CONDUITS WITHIN A LOT SERVING ANOTHER LOT ARE COMMON PROPERTY.

NOTE:

AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE ONLY, INCLUDE BALCONIES WHERE SHOWN & HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

B - DENOTES BALCONY  
CP DENOTES COMMON PROPERTY  
D - DENOTES COMMON PROPERTY DUCT

THE STRATUM OF THE BALCONIES WHERE NOT COVERED, ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS & ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.

WATERPROOFING MEMBRANES IN BALCONIES ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN

Surveyor:

ANTHONY ALLEN

Surveyor's Ref: 071-2007 RES

Subdivision No: 132010

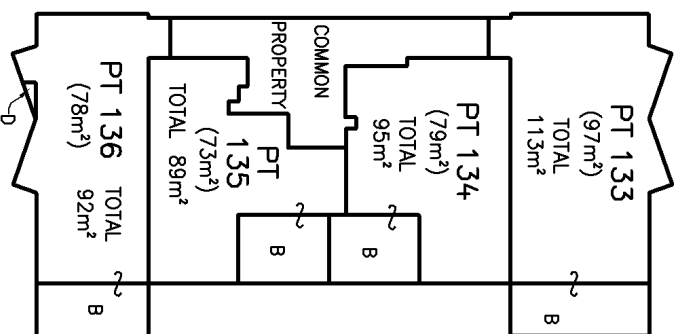
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REGISTERED

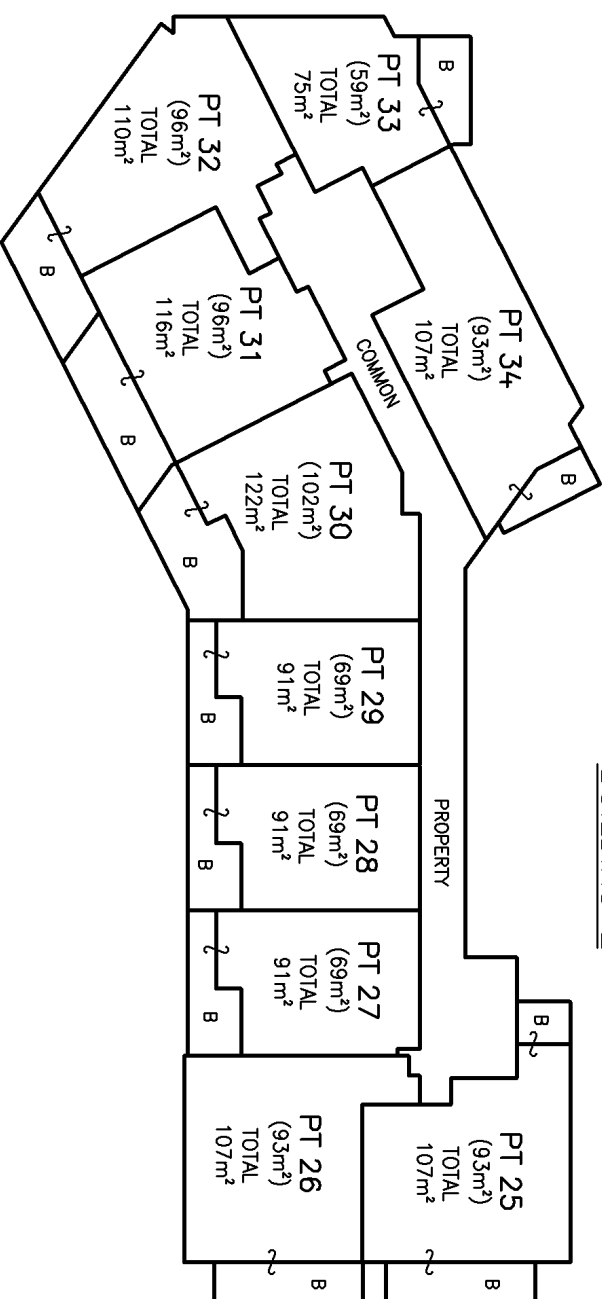


31.8.2010

SP83746

LEVEL 2BUILDING 5

SHEET 15 ADJOINS

BUILDING 2

SHEET 15 ADJOINS

DUCTS, SERVICE PIPES, CABLES & CONDUITS WITHIN A LOT SERVING ANOTHER LOT ARE COMMON PROPERTY.

B - DENOTES BALCONY  
D - DENOTES COMMON PROPERTY DUCT

THE STRATUM OF THE BALCONIES WHERE NOT COVERED, ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS & ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.

WATERPROOFING MEMBRANES IN BALCONIES ARE COMMON PROPERTY.

NOTE:  
AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE ONLY, INCLUDE BALCONIES WHERE SHOWN & HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN

Surveyor: ANTHONY ALLEN  
Surveyor's Ref: 071-2007 RES  
Subdivision No: 132010

REGISTERED

31.8.2010

SP83746

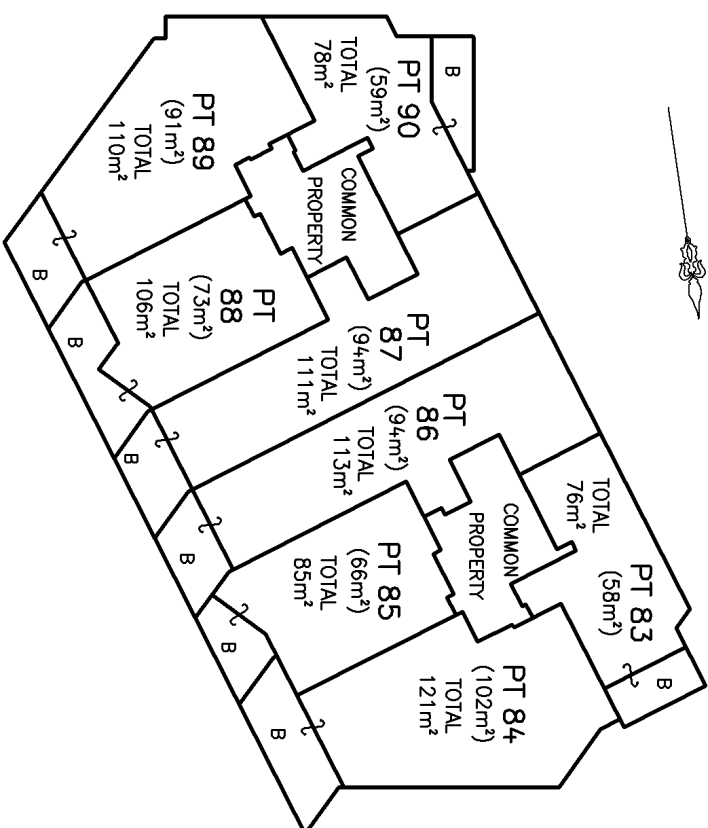
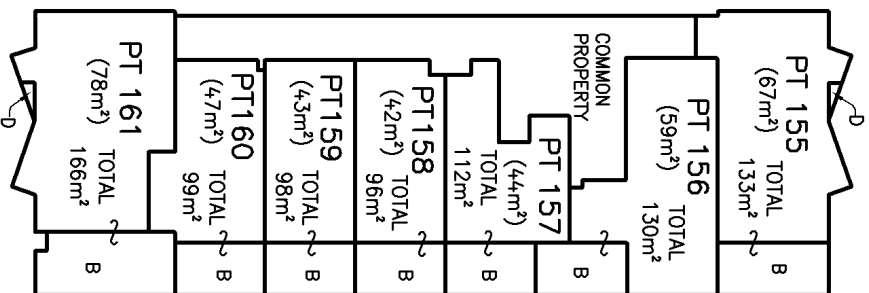
Lengths are in metres. Reduction Ratio 1:250



BUILDING 6LEVEL 3BUILDING 1

SHEET 18 ADJOINS

SHEET 18 ADJOINS



|                              |   |
|------------------------------|---|
| PT 9<br>(67m <sup>2</sup> )  | B |
| PT 10<br>(43m <sup>2</sup> ) | B |
| PT 11<br>(43m <sup>2</sup> ) | B |
| PT 12<br>(43m <sup>2</sup> ) | B |
| PT 13<br>(43m <sup>2</sup> ) | B |
| PT 14<br>(43m <sup>2</sup> ) | B |
| PT 15<br>(43m <sup>2</sup> ) | B |
| PT 16<br>(67m <sup>2</sup> ) | B |

DUCTS, SERVICE PIPES, CABLES &  
CONDUITS WITHIN A LOT SERVING  
ANOTHER LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY  
D – DENOTES COMMON PROPERTY DUCT

NOTE:  
AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE  
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BEEN CALCULATED FOR THE PURPOSE OF THE STRATA  
SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.  
THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER  
PURPOSES.

FOR CLARITY NOT ALL COMMON  
PROPERTY STRUCTURES, DUCTS  
& COLUMNS ARE SHOWN

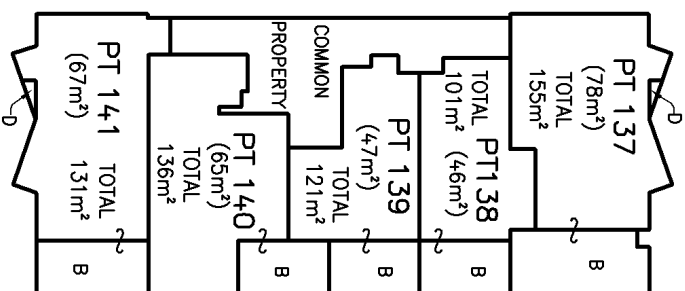
THE STRATUM OF THE BALCONIES WHERE NOT  
COVERED, ARE LIMITED IN HEIGHT TO 2.5 METRES  
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE  
TILED FLOORS & ARE LIMITED IN DEPTH TO THE  
UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.  
WATERPROOFING MEMBRANES IN BALCONIES ARE  
COMMON PROPERTY.

Surveyor: ANTHONY ALLEN  
Surveyor's Ref: 071-2007 RES  
Subdivision No: 132010  
Lengths are in metres. Reduction Ratio 1:250

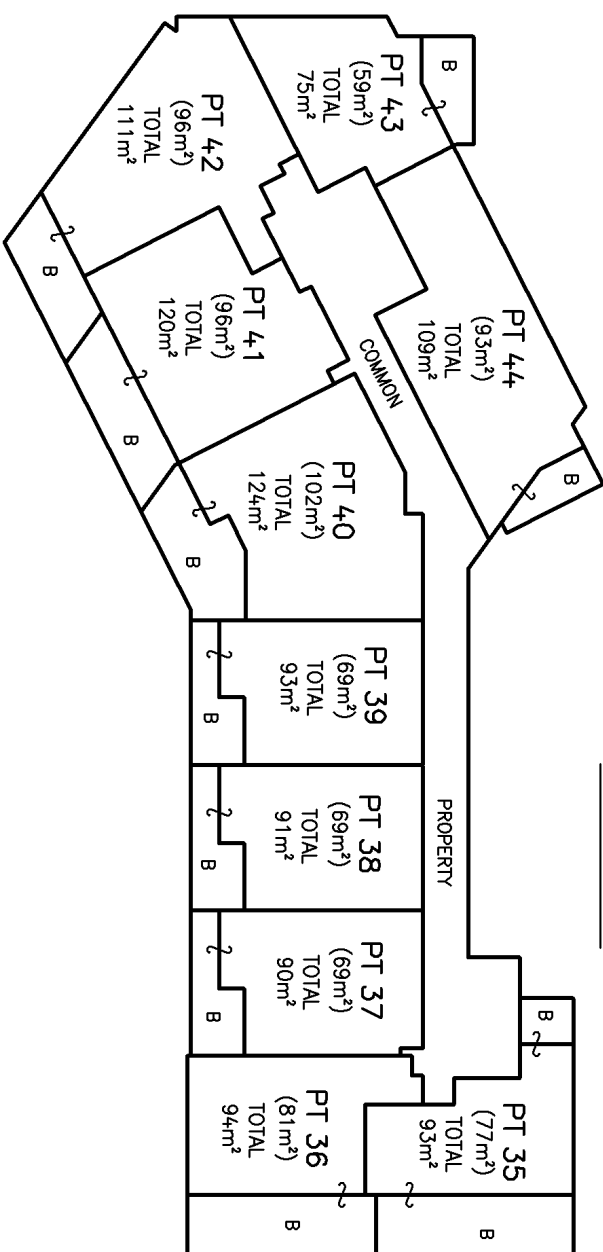


REGISTERED  
31.8.2010

SP83746

LEVEL 3BUILDING 5

SHEET 17 ADJOINS

BUILDING 2

SHEET 17 ADJOINS

DUCTS, SERVICE PIPES, CABLES &  
CONDUITS WITHIN A LOT SERVING  
ANOTHER LOT ARE COMMON PROPERTY.

B - DENOTES BALCONY  
D - DENOTES COMMON PROPERTY DUCT

NOTE:  
AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE  
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THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER  
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FOR CLARITY NOT ALL COMMON  
PROPERTY STRUCTURES, DUCTS  
& COLUMNS ARE SHOWN

THE STRUTUM OF THE BALCONIES WHERE NOT  
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TILED FLOORS & ARE LIMITED IN DEPTH TO THE  
UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.  
WATERPROOFING MEMBRANES IN BALCONIES ARE  
COMMON PROPERTY.

Surveyor: ANTHONY ALLEN

Surveyor's Ref: 071-2007 RES

Subdivision No: 132010

Lengths are in metres. Reduction Ratio 1:250

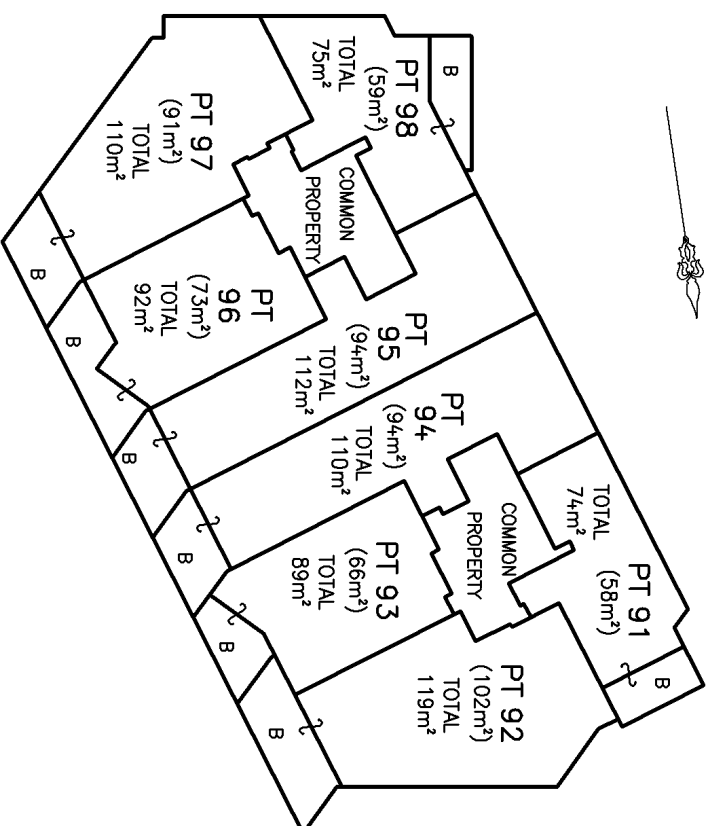
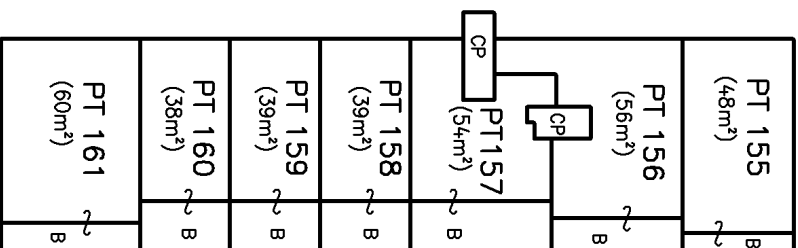
REGISTERED

31.8.2010

SP83746

LEVEL 4BUILDING 6

SHEET 20 ADJOINS

BUILDING 3

DUCTS, SERVICE PIPES, CABLES &  
CONDUITS WITHIN A LOT SERVING  
ANOTHER LOT ARE COMMON PROPERTY.

**NOTE:**

AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE ONLY, INCLUDE BALCONIES WHERE SHOWN & HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

B - DENOTES BALCONY  
CP - DENOTES COMMON PROPERTY

FOR CLARITY NOT ALL COMMON  
PROPERTY STRUCTURES, DUCTS  
& COLUMNS ARE SHOWN

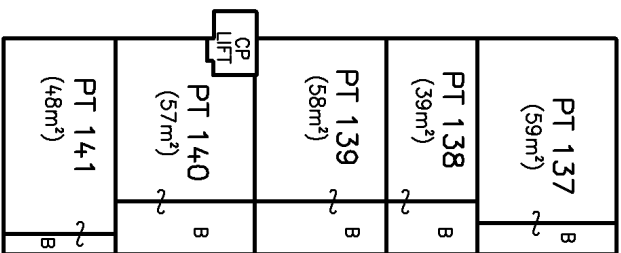
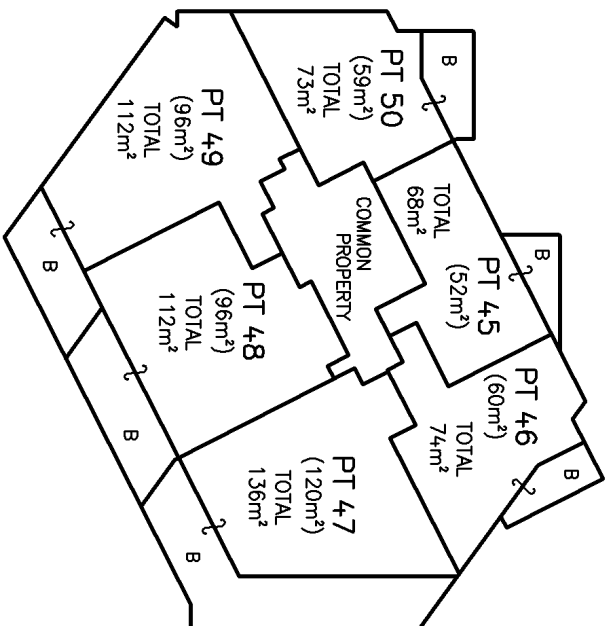
THE STRATUM OF THE BALCONIES WHERE NOT  
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TILED FLOORS & ARE LIMITED IN DEPTH TO THE  
UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.  
WATERPROOFING MEMBRANES IN BALCONIES ARE  
COMMON PROPERTY.

Surveyor: **ANTHONY ALLEN**  
Surveyor's Ref: **071-2007 RES**  
Subdivision No: **132010**  
Lengths are in metres. Reduction Ratio 1:250

REGISTERED

31.8.2010

SP83746

LEVEL 4BUILDING 5BUILDING 2

SHEET 19 ADJOINS

DUCTS, SERVICE PIPES, CABLES &  
CONDUITS WITHIN A LOT SERVING  
ANOTHER LOT ARE COMMON PROPERTY.

B – DENOTES BALCONY  
CP – DENOTES COMMON PROPERTY

NOTE:  
AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE  
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FOR CLARITY NOT ALL COMMON  
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THE STRATUM OF THE BALCONIES WHERE NOT  
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UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.  
WATERPROOFING MEMBRANES IN BALCONIES ARE  
COMMON PROPERTY.

0mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

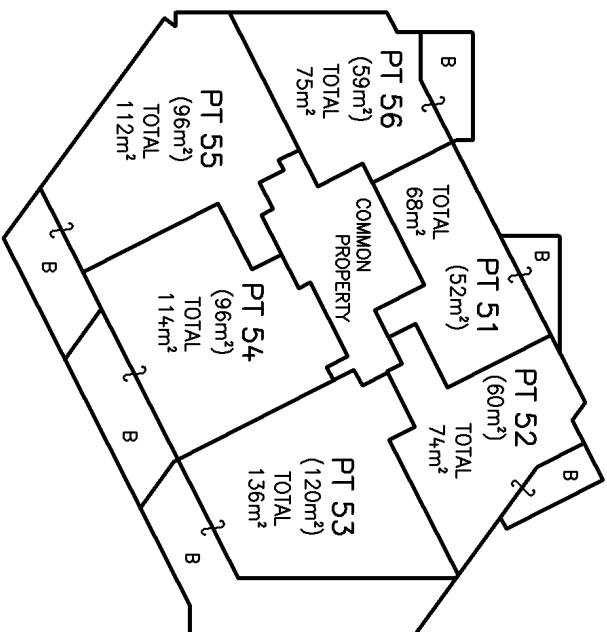
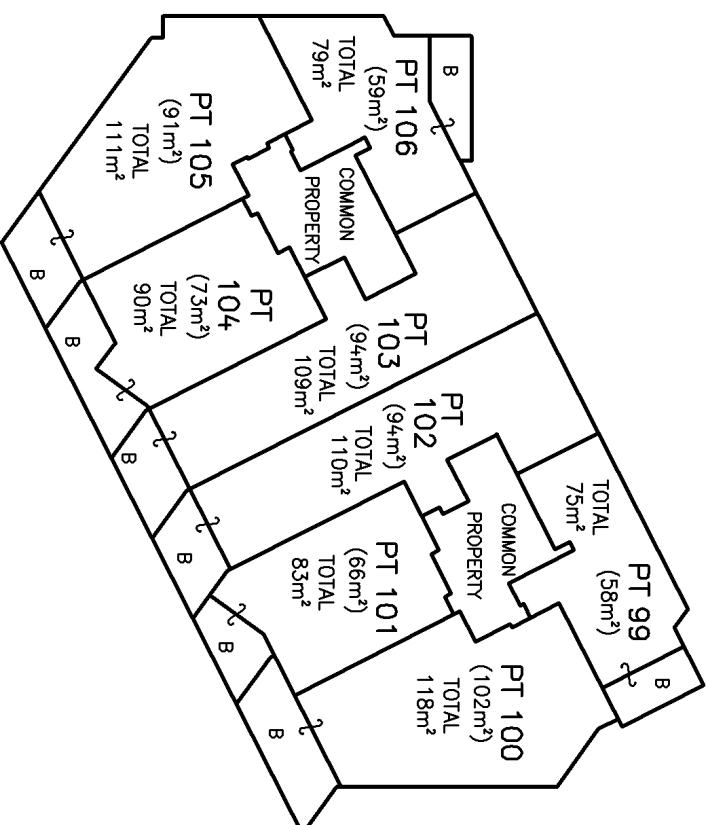
Surveyor: ANTHONY ALLEN  
Surveyor's Ref: 071-2007 RES  
Subdivision No: 132010  
Lengths are in metres. Reduction Ratio 1:250



REGISTERED

31.8.2010

SP83746

LEVEL 5BUILDING 2BUILDING 3

DUCTS, SERVICE PIPES, CABLES &  
CONDUITS WITHIN A LOT SERVING  
ANOTHER LOT ARE COMMON PROPERTY.

B - DENOTES BALCONY

FOR CLARITY NOT ALL COMMON  
PROPERTY STRUCTURES, DUCTS  
& COLUMNS ARE SHOWN

THE STRATUM OF THE BALCONIES WHERE NOT  
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UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.

WATERPROOFING MEMBRANES IN BALCONIES ARE  
COMMON PROPERTY.

NOTE:  
AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE  
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SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.  
THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER  
PURPOSES.

Surveyor: ANTHONY ALLEN

Surveyor's Ref: 071-2007 RES

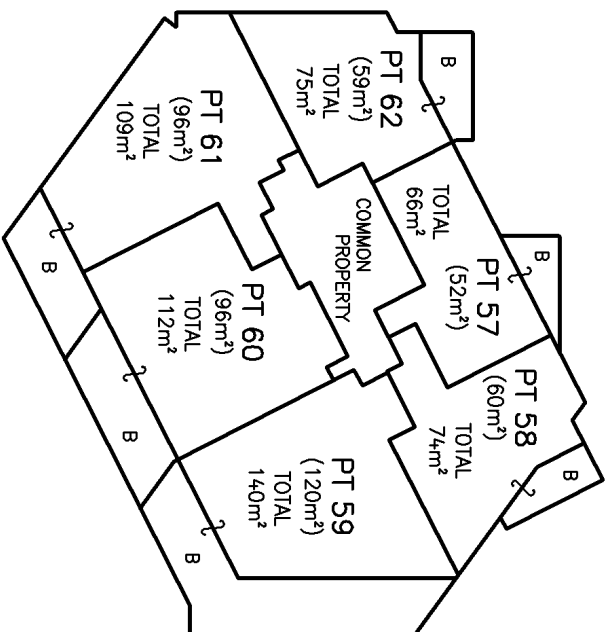
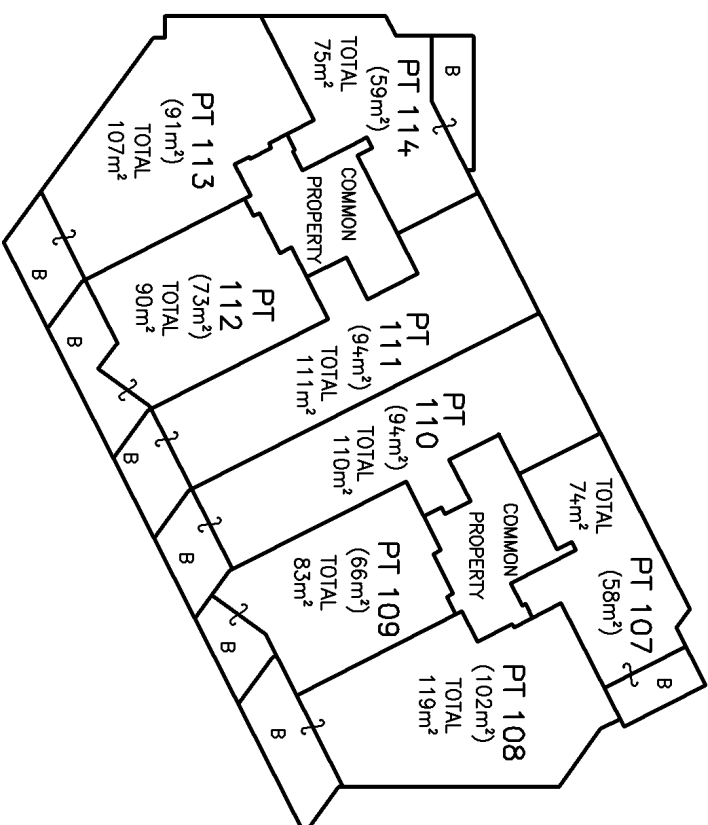
Subdivision No: 132010

Lengths are in metres. Reduction Ratio 1:250

REGISTERED

31.8.2010

SP83746

LEVEL 6BUILDING 2BUILDING 3

DUCTS, SERVICE PIPES, CABLES &  
CONDUITS WITHIN A LOT SERVING  
ANOTHER LOT ARE COMMON PROPERTY.

NOTE:  
AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE  
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SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.  
THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER  
PURPOSES.

B - DENOTES BALCONY  
FOR CLARITY NOT ALL COMMON  
PROPERTY STRUCTURES, DUCTS  
& COLUMNS ARE SHOWN

THE STRATUM OF THE BALCONIES WHERE NOT  
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TILED FLOORS & ARE LIMITED IN DEPTH TO THE  
UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.  
WATERPROOFING MEMBRANES IN BALCONIES ARE  
COMMON PROPERTY.

Surveyor: ANTHONY ALLEN

Surveyor's Ref: 071-2007 RES

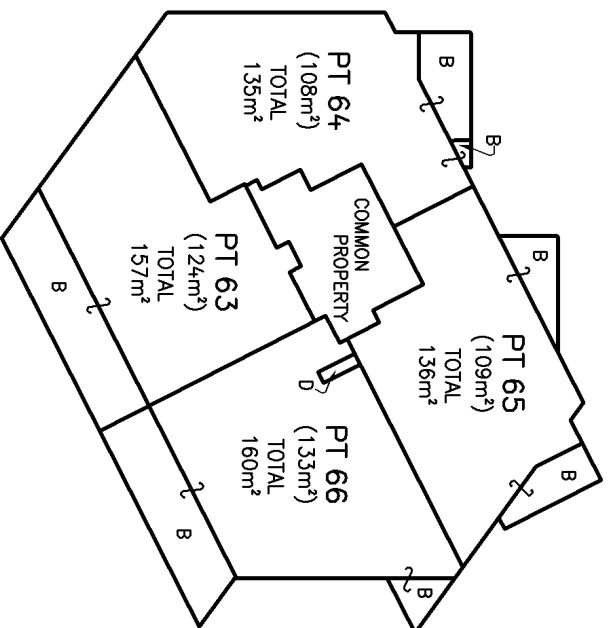
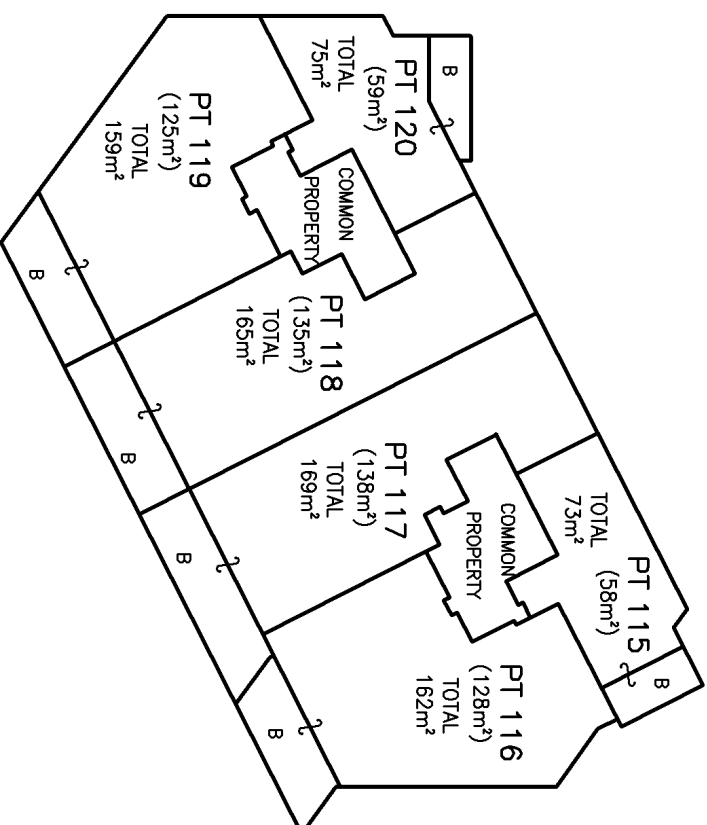
Subdivision No: 132010

Lengths are in metres. Reduction Ratio 1:250

REGISTERED

31.8.2010

SP83746

LEVEL 7BUILDING 2BUILDING 3

DUCTS, SERVICE PIPES, CABLES &  
CONDUITS WITHIN A LOT SERVING  
ANOTHER LOT ARE COMMON PROPERTY.

NOTE:  
AREAS SHOWN ON FLOOR PLAN ARE APPROXIMATE  
ONLY, INCLUDE BALCONIES WHERE SHOWN & HAVE  
BEEN CALCULATED FOR THE PURPOSE OF THE STRATA  
SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.  
THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER  
PURPOSES.

B - DENOTES BALCONY  
D - DENOTES DUCT (COMMON PROPERTY)  
FOR CLARITY NOT ALL COMMON  
PROPERTY STRUCTURES, DUCTS  
& COLUMNS ARE SHOWN

THE STRATUM OF THE BALCONIES WHERE NOT  
COVERED, ARE LIMITED IN HEIGHT TO 2.5 METRES  
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE  
TILED FLOORS & ARE LIMITED IN DEPTH TO THE  
UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.  
WATERPROOFING MEMBRANES IN BALCONIES ARE  
COMMON PROPERTY.

Surveyor: ANTHONY ALLEN

Surveyor's Ref: 071-2007 RES

Subdivision No: 132010

Lengths are in metres. Reduction Ratio 1:250

REGISTERED

31.8.2010

SP83746

# STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

**The Owners - Strata Plan No 83746**  
 10 STURDEE PARADE, DEE WHY NSW 2099

## SP83746

Registered:  31.8.2010

Purpose: STRATA PLAN

**PLAN OF SUBDIVISION OF LOT 6 DP1146740**

~~\*(insert type being adopted) Model by laws adopted for this scheme~~

~~\*Keeping of animals: Option A/B/C~~

~~\*Schedule of By-laws in 41 sheets filed with plan~~

~~\*No By-laws apply~~

\* strike out whichever is inapplicable

### Strata Certificate

- (1) \* The Council of.....  
 \* The Accredited Certifier..... DENNY LINKER  
 \* Accreditation No..... BPB 0232  
 has made the required inspections and is satisfied that the requirements of;  
 \* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973  
 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,  
~~\* (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1973~~  
~~and clause 30A Strata Schemes (Leasehold Development) Regulation 2007,~~  
 have been complied with and approves of the proposed strata plan  
 illustrated in the plan with this certificate.
- \* (2) The accredited certifier is satisfied that the plan is consistent with a  
 relevant development consent in force, and that all conditions of the  
 development consent that by its terms are required to be complied with before  
 a strata certificate may be issued, have been complied with.
- \* (3) ~~The strata plan is part of a development scheme. The council or accredited~~  
~~certifier is satisfied that the plan is consistent with any applicable conditions~~  
~~of the relevant development consent and that the plan gives effect to the~~  
~~stage of the strata development contract to which it relates.~~
- \* (4) The building encroaches on a public place and;  
 \* (a) The Council does not object to the encroachment of the building  
 beyond the alignment of.....  
 \* (b) The Accredited Certifier is satisfied that the building complies with the  
 relevant development consent which is in force and allows the  
 encroachment.
- \* (5) This approval is given on the condition that the use of lot(s)  
 ^ .....are created as utility lots in accordance with  
 section 39 of the Strata Schemes (Freehold Development) Act 1973 or  
~~section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~
- Date 21 JULY 2010  
 Subdivision No. 132010  
 Relevant Development Consent No. 2005/463  
 Issued by WARRINGAH COUNCIL

\* Authorised Person / General Manager / Accredited Certifier

\* Strike through if inapplicable

^ Insert lot numbers of proposed utility lots

LGA: WARRINGAH

Locality: DEE WHY

Parish: MANLY COVE

County: CUMBERLAND

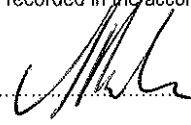
### Surveyor's Certificate

I, ANTHONY ALLEN  
 of PO BOX 270, OYSTER BAY NSW 2225  
 a surveyor registered under the Surveying and Spatial Information Act, 2002,  
 hereby certify that:

(1) each applicable requirement of  
 \* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973  
~~\* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~  
 has been met;

(2) \* (a) ~~the building encroaches on a public place;~~  
 \* (b) the building encroaches on land (other than a public place),  
 and an appropriate easement has been created by:  
 ^ .....to permit the encroachment to remain.

(3) \* the survey information recorded in the accompanying location  
 plan is accurate.

Signature: 

Date: 21 JULY 2010

\* Strike through if inapplicable

^ Insert the Deposited Plan Number or Dealing Number of the instrument  
 that created the easement.

SURVEYORS REFERENCE: 071-2007 RES

Use STRATA PLAN FORM 3A for additional certificates,  
 signatures and seals

\* OFFICE USE ONLY

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOT 6 DP1146740

SP83746

Registered:  31.8.2010

Strata Certificate Details: Subdivision No: 132010

Date: 21 JULY 2010

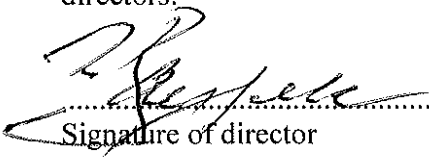
SCHEDULE OF UNIT ENTITLEMENT  
(if insufficient space use additional annexure sheet)

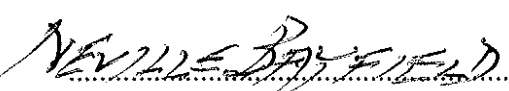
SEE SHEET 3 FOR SCHEDULE OF UNIT ENTITLEMENT

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants  
(if insufficient space use additional annexure sheet)

THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT IN 180 SHEETS.

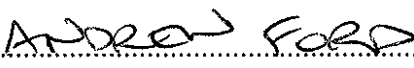
EXECUTED by DEE WHY  
PROJECTS PTY LIMITED )  
ACN 126 740 181 in accordance with )  
section 127(1) of the Corporations )  
Act 2001 (Cwlth) by authority of its )  
directors: )

  
Signature of director )

  
Name of director (block letters) )

  
Signature of director/company )  
secretary\* )

\*delete whichever is not applicable

  
Name of director/company secretary\* )  
(block letters) )

\*delete whichever is not applicable

SURVEYORS REFERENCE: 071-2007 RES

# STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOT 6 DP1146740

SP83746

Registered:



31.8.2010

Strata Certificate Details: Subdivision No: 132010

Date: 21 JULY 2010

## SCHEDULE OF UNIT ENTITLEMENT

| Lot No. | UE | Lot No. | UE | Lot No. | UE | Lot No. | UE | Lot No. | UE     |
|---------|----|---------|----|---------|----|---------|----|---------|--------|
| 1       | 68 | 34      | 72 | 67      | 47 | 100     | 77 | 133     | 68     |
| 2       | 49 | 35      | 52 | 68      | 75 | 101     | 57 | 134     | 52     |
| 3       | 49 | 36      | 53 | 69      | 57 | 102     | 73 | 135     | 51     |
| 4       | 49 | 37      | 52 | 70      | 62 | 103     | 75 | 136     | 55     |
| 5       | 49 | 38      | 52 | 71      | 47 | 104     | 57 | 137     | 64     |
| 6       | 49 | 39      | 52 | 72      | 47 | 105     | 79 | 138     | 54     |
| 7       | 49 | 40      | 71 | 73      | 48 | 106     | 50 | 139     | 69     |
| 8       | 68 | 41      | 69 | 74      | 59 | 107     | 50 | 140     | 72     |
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| 15      | 69 | 48      | 70 | 81      | 75 | 114     | 50 | 147     | 48     |
| 16      | 96 | 49      | 70 | 82      | 48 | 115     | 53 | 148     | 48     |
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| 32      | 68 | 65      | 85 | 98      | 49 | 131     | 49 |         |        |
| 33      | 48 | 66      | 91 | 99      | 50 | 132     | 55 | AGGREG  | 10,000 |

SURVEYORS REFERENCE: 071-2007 RES

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOT 6 DP1146740

SP83746

Registered:



31.8.2010

Strata Certificate Details: Subdivision No: 132010

Date: 21 JULY 2010

EXECUTED by BAYFIELD  
HOTELS PTY LIMITED

ACN 001 010 859 in accordance with  
section 127(1) of the Corporations  
Act 2001 (Cwlth) by authority of its  
directors:

Signature of director

Name of director (block letters)

Signature of director/company

secretary\*

\*delete whichever is not applicable

Name of director/company secretary\*

(block letters)

\*delete whichever is not applicable

EXECUTED by KECK PTY  
LIMITED ACN 001 137 033

in accordance with section 127(1) of  
the Corporations Act 2001 (Cwlth) by  
authority of its directors:

Signature of director

Name of director (block letters)

Signature of director/company

secretary\*

\*delete whichever is not applicable

Name of director/company secretary\*

(block letters)

\*delete whichever is not applicable

SURVEYORS REFERENCE: 071-2007 RES

# STRATA PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOT 6 DP1146740

## SP83746

Registered:  31.8.2010

Strata Certificate Details: Subdivision No: 132010

Date: 21 JULY 2010

**EXECUTED by MURLAN HOLDINGS PTY LIMITED**  
ACN 104 106 952 in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

Signature of director

Name of director (block letters)

Signature of director/company

secretary\* **SOLE DIRECTOR** SECRETARY

\*delete whichever is not applicable

**IAID MURRAY**

Name of director/company secretary\*

(block letters)

\*delete whichever is not applicable

**EXECUTED by SUNCORP SECURITY SERVICES LIMITED**  
~~ACN 002 977 237 in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:~~

Signature of director ATTORNEY

Name of director (block letters)

ATTORNEY

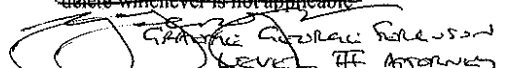
Signed Sealed and delivered on behalf of Suncorp Security Services Limited by its attorney under Power of attorney registered book 4067 no.521 in the presence of

  
**SHAUN RICHARD GRAHAM,**  
**LEVEL III ATTORNEY**

Signature of director/company ATTORNEY

secretary\*

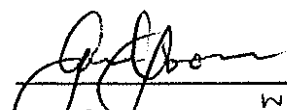
\*delete whichever is not applicable

  
**GARRY LEE**  
**LEVEL III ATTORNEY**

Name of director/company secretary\*

(block letters)

\*delete whichever is not applicable

  
**GENE YOON**

WITNESS

**447 COLLINS STREET MELBOURNE 3000**  
NAME AND ADDRESS OF WITNESS

SURVEYORS REFERENCE: 071-2007 RES

# MALLESONS STEPHEN JAUQUES

## SP83746

ePlan

### Strata Management Statement for Dee Why Grand

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Ref: SDS: 02-5109-4996

# Strata Management Statement for Dee Why Grand

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# Strata Management Statement for Dee Why Grand

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## PART 1

## Dee Why Grand and the strata management statement

---

### 1 What is a strata management statement?

#### 1.1 Management of the building

A strata management statement is a set of rules that regulate the management and operation of a building where part of the building is subdivided by a strata scheme or schemes. These types of strata schemes are called “part building strata schemes”. The Strata Schemes at Dee Why Grand are part building strata schemes.

#### 1.2 Rights and obligations

A strata management statement confers rights and imposes obligations on the owners corporations and owners and occupiers of lots in a building in which there is a part building strata scheme. It contains provisions about a wide range of issues including meetings, financial management and the maintenance of shared facilities.

#### 1.3 Definitions

In this management statement, capitalised words are defined in clause 75 (“Definitions”).

---

### 2 About Dee Why Grand

#### 2.1 Overview

Dee Why Grand is a mixed-use development. The development site will comprise of retail and commercial components, hotel and bottle shop, carparking, residential accommodation, and commercial units, each to be constructed as one or more stages of the development project.

#### 2.2 What are the different components in Dee Why Grand?

When development is complete, Dee Why Grand will have six distinct components. They will be:

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| Component       | Stratum Lot | Description                                                                                              | Member                         |
|-----------------|-------------|----------------------------------------------------------------------------------------------------------|--------------------------------|
| Retail Car Park | 1           | A stratum lot comprising 316 car spaces                                                                  | Retail Car Park Owner          |
| Retail          | 2           | A retail stratum lot comprising a supermarket, mini major tenancy and specialty retail shopping outlets. | Retail Owner                   |
| Hotel           | 3           | A stratum lot comprising a tavern plus 75 car spaces                                                     | Hotel Owner                    |
| Bottle Shop     | 4           | A retail stratum lot comprising a barn style retail outlet plus 26 car spaces                            | Bottle Shop Owner              |
| Commercial      | 5           | A commercial stratum lot or strata scheme or schemes comprising office suites plus 165 carspaces         | Commercial Owner               |
| Residential     | 6           | A residential strata scheme or schemes comprising apartments, plus 198 carspaces.                        | Residential Owners Corporation |

## 2.3 Further Subdivision

It is the present intention of the Developer to subdivide Stratum Lots 5 and Stratum Lot 6 by a Strata Plan to create a Strata Scheme. This clause 2.3 does not prevent other Stratum Lots from being subdivided by a Strata Plan to create a Strata Scheme.

## 2.4 Obligations of Owners Corporations and Owners to approve later subdivisions

If you are an Owner or an Owners Corporation, you must:

- vote in favour of registering and sign any additional strata management statements to accompany the Strata Plans for subdivision of any Stratum Lot (if required by the owner of a Stratum Lot); and
- vote in favour of and sign any application by the Developer to the Registrar-General to waive the requirement under the Development Act to register additional strata management statements with the Strata Plans for buildings in further stages (if required by the Developer); and
- sign all documents and do all things reasonably necessary to give effect to this clause 2.4.

## 2.5 Effect of the Development Period on this management statement

This management statement and the management structure for Dee Why Grand reflect the arrangements that will operate on completion of the Development Period when the components of Dee Why Grand will be complete as described in clause 2.2 ("What are the different components in Dee Why Grand?"). There are

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transitional arrangements in the management statement for the Development Period about issues like:

- (a) complying with the Architectural Code; and
- (b) membership of the Committee and voting rights; and
- (c) Budgets and Administrative Fund and Sinking Fund contributions; and
- (d) contributing to the costs of Shared Facilities.

## 2.6 Disclosure regarding Hotel, Bottle Shop and Retail

Owners and Occupiers should be aware that:

- (a) Dee Why Grand contains Retail, Hotel and Bottle Shop components that will involve large numbers of visitors to Dee Why Grand during extended hours;
- (b) the Hotel and the Bottle Shop have the benefit of a hoteliers licence and a retail liquor licence respectively and the use of the Hotel and Bottle Shop involves the sale of liquor and gaming;
- (c) the Retail component contains a supermarket (intended to be operated initially by Coles Supermarkets Australia Pty Limited) and a fruit, vegetable and other produce operation (intended to be operated initially by Harris Farm Markets Dee Why Pty Limited);
- (d) each Occupier of premises within the Retail, Hotel and Bottle Shop components, (including without limitation Coles Supermarkets Australia Pty Limited and Harris Farm Markets Dee Why Pty Limited) may trade from the premises occupied by them during and outside the usual trading hours of the other Occupiers of the Retail component, including:
  - (i) each Occupier operating all plant and equipment necessary for their uses;
  - (ii) each Occupier's premises and any licensed areas may be used by the Occupier and its employees, agents, customers and invitees during and outside the usual trading hours of the other Occupiers of the Retail component; and
  - (iii) each Occupier is entitled to 24 hours a day access to and from the premises occupied by them, subject to the relevant Occupier complying with the approvals of any Government Agency,

subject only to the terms and conditions of each Occupier's terms of occupation with the Owner of the relevant premises.

## 2.7 No prohibition on use as Bottle Shop and Hotel

Members, Owners and Occupiers must not do anything which would prohibit or interfere with the use or operation of the Hotel and Bottle Shop as a hotel and bottle shop (respectively), including but not limited to:

- (a) the use of the Hotel and Bottle Shop as a hotel and bottle shop including the sale of liquor and gaming; and

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- (b) must not object to hours of operation or noise emitted from the Bottle Shop or Hotel, provided such uses, hours of operation and noise is within lawful permitted ranges and do not materially interfere with the ordinary operation of the Supermarket, mini major tenancy and speciality retail outlets in Retail.

Notwithstanding the above, this clause does not restrict Members, Owners and Occupiers from carrying out the sale of liquor from a café or restaurant in connection with the sale of a meal.

Nothing in this clause 2.7 operates to prevent a Member, Owner or Occupier from exercising any right arising from the statutory notification process under the *Environmental Planning and Assessment Act 1979* (NSW) or the *Liquor Act 2007* (NSW).

## **2.8 Amendment to use as Bottle Shop and Hotel**

Notwithstanding any other clause to the contrary, clause 2.7 ("No prohibition on use as Bottle Shop and Hotel") and this clause 2.8 ("Amendment to use as Bottle Shop and Hotel") may only be amended with the consent of both the Bottle Shop Owner and the Hotel Owner.

---

## **3 What is the management structure for Dee Why Grand?**

### **3.1 Part building strata schemes**

Under the Development Act, a building management committee manages a building containing a part building strata scheme (or schemes). The members of a building management committee are the owners corporations and owners of stratum lots (ie lots in the building which have not been subdivided by Strata Plans). In this management statement, the building management committee is called the Committee.

### **3.2 Management structure**

The Committee is responsible for operating and managing Dee Why Grand on behalf of the Members. Each Member is a member of the Committee. Each Member appoints a Representative to attend and vote for them at Meetings of the Committee. See clause 21 ("Appointing a Representative and a Substitute Representative") for more information.

### **3.3 Who assists the Committee to perform its functions?**

The Committee has the power to appoint various persons to assist it to perform its functions. For example, the Committee must appoint a Strata Manager to assist in the management of Dee Why Grand and to perform secretarial and financial functions and the Committee may:

- (a) appoint a Facilities Manager to assist in the operation and maintenance of Shared Facilities; and
- (b) enter into contracts with various Service Providers for the operation, maintenance, repair and replacement of Shared Facilities.

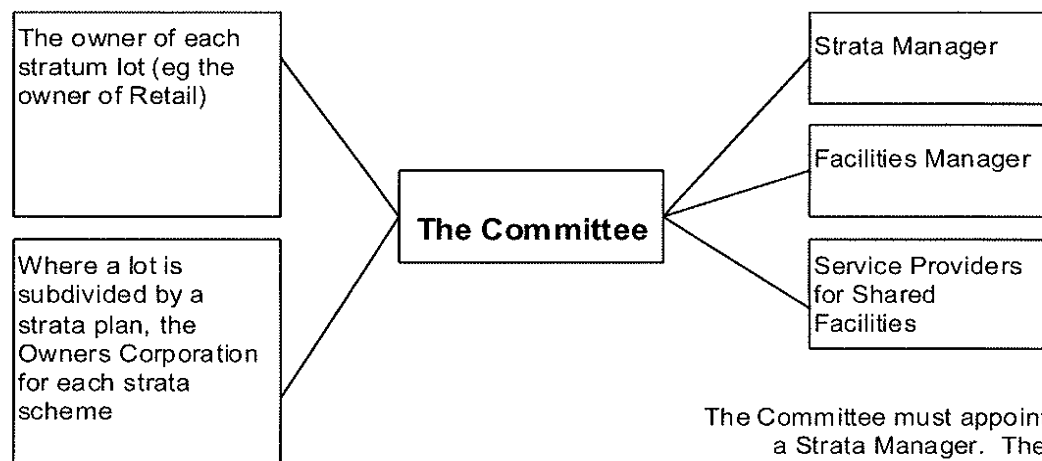
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The powers of the Committee are explained in more detail in part 2 (“Rights and obligations of the Committee”).

## 3.4 Overview of management structure

In summary, the management structure for Dee Why Grand looks like this:



These parties are Members of the Committee. They each appoint a Representative to attend and vote for them at Meetings and Emergency Meetings.

The Committee must appoint a Strata Manager. The Committee may appoint a Facilities Manager and other parties to assist in the operation and management of Dee Why Grand.

## 4 How does this management statement work?

### 4.1 How is this management statement set out?

There are nine parts in this management statement:

Part 1  
Dee Why Grand and the strata management statement

Part 1 explains the management structure of Dee Why Grand and who must comply with this management statement.

Part 2  
Rights and obligations of the Committee

Part 2 explains the rights and obligations of the Committee. It contains operational information about the Committee and about appointing a Strata Manager, Facilities Manager and Service Providers to assist the Committee to perform its functions.

Part 3  
Rights and obligations of Members, Owners and Occupiers

Part 3 explains the rights and obligations of Members, Owners and Occupiers. It includes provisions about insurance and access rights.

Part 4  
Meeting procedures and resolutions

Part 4 explains the procedures for convening and holding Meetings and Emergency Meetings, quorum requirements and the types of resolutions required for decisions of the Committee.

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|                                |                                                                                                                                                                                              |
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| Part 5<br>Financial management | Part 5 explains the procedures for preparing Budgets, financial statements and levying processes for contributions to meet costs under this management statement.                            |
| Part 6<br>Shared Facilities    | Part 6 explains how Shared Facilities work and are paid for by the Members. It contains important information about the operation of, and obligations in connection with, Shared Facilities. |
| Part 7<br>Miscellaneous        | Part 7 explains the procedures for resolving Disputes and how to serve notices.                                                                                                              |
| Part 8<br>Dictionary           | Part 8 contains a dictionary and explains how to interpret this management statement.                                                                                                        |

## 4.2 What is the effect of this management statement?

This management statement has effect as an agreement under seal.

## 4.3 How to amend this management statement

The Committee may amend, modify, add to or repeal all or parts of this management statement only by Unanimous Resolution.

---

## 5 Who must comply with this management statement?

### 5.1 General obligations

Persons who must comply with this management statement are the:

- (a) Members;
- (b) Owners; and
- (c) Occupiers.

### 5.2 Obligations for Occupiers

If you are an Owner, you must include in any lease or other agreement for the use and occupation of your Apartment, Commercial Suite or Stratum Lot (or part) provisions requiring the Occupier to refrain from breaching this management statement.

### 5.3 Obligations for others

You must not:

- (a) do anything to prevent another person from complying with this management statement; or
- (b) allow another person to do anything which you cannot do under this management statement.

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## 5.4 Obligations for visitors

You must:

- (a) take all reasonable actions to ensure that your visitors refrain from breaching this management statement; and
- (b) make your visitors leave Dee Why Grand if they do not refrain from breaching this management statement.

## 5.5 By-laws for Strata Schemes

The By-laws for each Strata Scheme contain obligations with which Owners and Occupiers of Strata Lots in that Strata Scheme must comply (in addition to this management statement).

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## **Part 2 Rights and obligations of the Committee**

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### **6 The Committee**

#### **6.1 Establishing the Committee**

The Members must:

- (a) establish the Committee within three months after this management statement is registered; and
- (b) always have a Committee.

#### **6.2 Members of the Committee**

Each Stratum Lot Owner and Owners Corporation is a Member of the Committee.

#### **6.3 Subdivision and membership**

A Stratum Lot may be subdivided by:

- (a) a plan of subdivision after registration of this strata management statement, into two or more Stratum Lots. If this happens, the Member is the Owner of each Stratum Lot created on registration of the plan of subdivision; or
- (b) a Strata Plan after registration of this strata management statement. If this happens, the Owner of the Stratum Lot will become the Owners Corporation for the new Strata Scheme and the Member is the Owners Corporation for the Strata Scheme.

#### **6.4 Members of the Committee**

The Members of the Committee upon registration of this management statement are:

- (a) the Retail Car Park Owner ; and
- (b) the Retail Owner; and
- (c) the Hotel Owner; and
- (d) the Bottle Shop Owner ; and

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- (e) the Commercial Owner; and
- (f) the Residential Owner.

---

## 7 Functions and powers of the Committee

### 7.1 What are the functions?

In addition to its functions and powers elsewhere in this management statement, the functions and powers of the Committee are to:

- (a) comply with its obligations and perform its functions according to the Management Act, the Development Act, this management statement and the Easements; and
- (b) make decisions about the matters in this management statement; and
- (c) convene and hold Meetings and Emergency Meetings; and
- (d) determine Administrative Fund contributions and Sinking Fund contributions to meet the costs for performing the functions and complying with the obligations of the Committee; and
- (e) operate, maintain, renew and replace Shared Facilities; and
- (f) appoint and contract with Service Providers to provide operational, maintenance, renewal and replacement services for Shared Facilities; and
- (g) change or add to Shared Facilities; and
- (h) fairly control use of Shared Facilities; and
- (i) effect insurances according to the Management Act and this management statement; and
- (j) administer the Architectural Code (including appointing consultants to assist with applications for consent as contemplated);
- (k) monitor the performance by Members, Owners and Occupiers of their obligations under the Management Act, the Development Act and this management statement; and
- (l) monitor the performance of the Strata Manager; and
- (m) monitor the performance of the Facilities Manager; and
- (n) monitor the performance of Service Providers; and
- (o) administer and monitor compliance with the Architectural Code; and
- (p) perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee.

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## 7.2 How to make decisions

The Committee may make decisions only according to this management statement and:

- (a) at a properly convened Meeting or Emergency Meeting; and
- (b) by Resolution or Unanimous Resolution.

The Committee may appoint sub-committees and delegate decisions or functions to the sub-committee.

## 7.3 Power to contract and make appointments

Subject to this clause 7, the Committee has the power to:

- (a) enter into contracts or other arrangements with Service Providers and other persons (eg the Facilities Manager) to assist the Committee to perform its functions and comply with its obligations;
- (b) appoint consultants and experts to advise and assist the Committee in the administration and performance of its functions and the compliance with its obligations;
- (c) appoint agents (for example, a Member or the Strata Manager) to enter into contracts or other arrangements on its behalf and on behalf of the Members; and
- (d) enter into contracts with Service Providers and other persons in respect of facilities which are not Shared Facilities at the request of the Member on whose lot the facility is located.

## 7.4 Agents

The Committee may appoint persons (eg a Member, the Facilities Manager or the Strata Manager) to act as its agent to enter into contracts or other arrangements on its behalf and on behalf of each Member.

## 7.5 Making Rules

The Committee may make Rules to assist in the proper management, operation, maintenance and control of Dee Why Grand (for example, Rules about the use of Shared Facilities). When the Committee makes Rules:

- (a) it must take into account the mixed use nature of Dee Why Grand and the various components in Dee Why Grand; and
- (b) the Rules must not be inconsistent with this management statement; and
- (c) the Rules must not interfere with the operations and management of Retail or the Retail Car Park.

If there is an inconsistency between a Rule and this management statement, the management statement prevails.

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## 7.6 Effect of Rules

A Rule made by the Committee under clause 7.5 ("Making Rules") applies as though it is set out in full in this management statement.

---

## 8 Officers of the Committee

### 8.1 What Officers must the Committee appoint?

The Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

### 8.2 Eligibility for election

To be eligible for election as an Officer, you must be:

- (a) a Representative;
- (b) a Substitute Representative; or
- (c) the Strata Manager.

### 8.3 Appointment of Officers

The Committee must appoint its Officers within three months after this management statement is registered. The Committee:

- (a) may appoint you (if you are eligible for appointment) to hold the position of one or more Officers;
- (b) may appoint new Officers at any time; and
- (c) must immediately appoint a replacement Officer if an existing Officer vacates their position.

### 8.4 Vacating the position of an Officer

An Officer vacates their position as an Officer if:

- (a) they cease to be a Representative, Substitute Representative or the Strata Manager; or
- (b) the Committee dismisses them from their position; or
- (c) the Committee appoints a replacement Officer to fill their position; or
- (d) the Officer resigns in writing from their position. They must serve notice on the Committee of their resignation and the date from which it will become effective.

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## 9 Functions of Officers

### 9.1 Exercising functions

An Officer must perform their functions according to this management statement, the Management Act, the Development Act and the directions of the Committee.

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## 9.2 The Secretary

In addition to the functions elsewhere in this management statement, the functions of the Secretary are to:

- (a) convene Meetings and Emergency Meetings; and
- (b) prepare and distribute notices, agendas and minutes for Meetings and Emergency Meetings; and
- (c) serve notices for the Committee; and
- (d) answer communications sent to the Committee; and
- (e) perform administrative and secretarial functions for the Committee; and
- (f) keep books and records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act; and
- (g) make the books and records of the Committee available for inspection according to clause 14 ("Inspecting the records of the Committee").

## 9.3 The Treasurer

In addition to the functions elsewhere in this management statement, the functions of the Treasurer are to:

- (a) prepare Budgets for the Administrative Fund and Sinking Fund; and
- (b) prepare Outstanding Levy Certificates; and
- (c) prepare (or arrange for the preparation of) financial statements; and
- (d) prepare (or arrange for the preparation of) audit reports; and
- (e) send notices of Administrative Fund and Sinking Fund contributions to Members; and
- (f) collect contributions from Members; and
- (g) receive, acknowledge, bank and account for contributions and other money paid to the Committee; and
- (h) pay accounts; and
- (i) keep accounting records for the Committee.

## 9.4 The Chairperson

The function of the Chairperson is to preside at each Meeting and Emergency Meeting at which the Chairperson is present. If the Chairperson does not attend a Meeting or an Emergency Meeting, the persons present at the meeting may appoint another Representative, Substitute Representative or the Strata Manager to preside at that meeting only. The Chairperson may also nominate the Strata Manager to chair Meetings and Emergency Meetings at which the Chairperson is present if the Chairperson is not comfortable chairing the Meeting or Emergency Meeting.

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## 10 Appointing a Strata Manager

### 10.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Strata Manager to assist the Committee perform its functions and, in particular, to perform secretarial and financial functions. A Strata Manager may also perform the functions of a Facilities Manager.

### 10.2 Qualifications of the Strata Manager

The Strata Manager must have the licences required by law to be a strata managing agent.

### 10.3 Delegation of functions

Subject to this clause 10 ("Appointing a Strata Manager") and the law, the Committee may delegate to the Strata Manager some or all of the functions of the Committee and the Officers.

### 10.4 Restrictions on delegation

The Committee must not delegate these functions to the Strata Manager:

- (a) the function to delegate functions of the Committee or the Officers; or
- (b) functions which the Committee may exercise only by Unanimous Resolution; or
- (c) the function to determine Administrative Fund and Sinking Fund contributions; or
- (d) functions which the Committee decides may be performed only by the Committee.

### 10.5 Form of agreement

An agreement between the Committee and the Strata Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 7.4 ("Agents")) and the Strata Manager;
- (b) reserve the power for the Committee and the Officers to continue to exercise the functions which the Committee has delegated to the Strata Manager; and
- (c) contain provisions about the rights of the Committee and the Strata Manager to terminate the agreement early if a party does not comply with their obligations under the agreement.

### 10.6 Term of the appointment

The term of the initial agreement between the Committee and the Strata Manager must not exceed three years (or such lesser maximum term as may be permitted by law). The term of a new agreement may be for the period determined by the Committee (acting reasonably).

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## 10.7 Remuneration

The remuneration of the Strata Manager for the first year of the initial agreement under this clause 10 ("Appointing a Strata Manager") must not exceed \$25,000. The remuneration of the Strata Manager for the second and subsequent years of the initial agreement (and for any new agreements) may be the amount determined by the Committee (acting reasonably).

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## 11 Appointing a Facilities Manager

### 11.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Facilities Manager to provide operational and management services for Dee Why Grand and, in particular, to assist the Committee perform its functions in relation to Shared Facilities.

### 11.2 Services to Committee and Members

The Facilities Manager may provide:

- (a) services to the Committee which Members must pay for according to Schedule 2 or 3 (as applicable); and
- (b) services for an individual Member, Owner or Occupier (at the request of the Member, Owner or Occupier) which must be paid for or reimbursed to the Facilities Manager by that Member, Owner or Occupier.

### 11.3 Form of agreement

Subject to the law, an agreement between the Committee and a Facilities Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 7.4 ("Agents")) and the Facilities Manager; and
- (b) allow the Facilities Manager to terminate the agreement if the Facilities Manager is not appointed by:
  - (i) at least two of the Owners Corporations as their Caretaker during the Development Period; and
  - (ii) at least two of the Owners Corporations as their Caretaker after the Development Period.
- (c) contain provisions about the rights of the Committee and Facilities Manager to terminate the agreement early if the party does not comply with, or perform their obligations under, the agreement.

### 11.4 Term of the appointment

The term of the initial agreement between the Committee and a Facilities Manager under this clause 11 must not exceed three years (or such lesser maximum term as may be permitted by law). The term of the new agreement

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may be for the period determined by the Committee (acting reasonably) but, in any event, should not exceed the maximum period allowed by law.

## 11.5 Facilities Manager's Office

The Committee may allow the Facilities Manager to use the Facilities Manager's Office to provide operational and management services for Dee Why Grand to the exclusion of the Members, Owners and Occupiers. No rent is required to be paid to the owner of the Facilities Manager's Office for the Facilities Manager's Office (nor is any rent required to be paid to any other Owner for the use of any Shared Facilities located on that Owners' land). The Committee may:

- (a) include the arrangements for use of the Facility Manager's Office in its agreement with the Facilities Manager, including arrangements for access after normal hours of operation of the Retail Lot, which shall be to the reasonable satisfaction of the Retail Owner; and
- (b) allow the Facilities Manager to make alterations to the Facility Manager's Office to facilitate its use by the Facilities Manager but, prior to any alterations being made, the Committee must obtain the consent of the owner of the Facility Manager's Office, which consent may not be unreasonably withheld or delayed.

The Retail Owner may require the Facility Manager to sign a lease of Facilities Manager's Office for the duration of the appointment of the Facilities Manager on terms reasonably required by the Retail Owner (using the Retail Owner's standard retail lease as a benchmark) except the total amount of rent, outgoings recovery and other payments under the lease (other than indemnities and compensation) may not exceed \$100 per annum.

## 11.6 Duties

The duties of the Facilities Manager under this agreement may include:

- (a) managing the operation, maintenance, repair and replacement of some or all of the Shared Facilities; and
- (b) supervising contracts entered into by the Committee or by the Facilities Manager on behalf of the Committee and, in particular, contracts for garbage and waste removal, security, fire services, lifts and services; and
- (c) doing anything else which the Committee considers is necessary for the operation and management of Shared Facilities and Dee Why Grand.

## 11.7 Remuneration

The remuneration of the Facilities Manager for the first year of the initial agreement under this clause 11 ("Appointing a Facilities Manager") must not exceed \$200,000 plus out of pocket expenses. The remuneration of the Facilities Manager for the second and subsequent years of the initial agreement (and for any new agreements) may be the amount determined by the Committee (acting reasonably).

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## 12 Insurance requirements

### 12.1 Required insurances

The Committee must;

- (a) insure the building comprising Dee Why Grand under a damage policy according to the *Management Act*;
- (b) effect any insurance required by the *Workers Compensation Act 1987* (NSW) and the *Workplace Injury Management and Workers Compensation Act 1998* (NSW);
- (c) effect insurance in respect of damage to property, death or bodily injury for which the Committee could become liable in damages;
- (d) effect insurance against the possibility of Members becoming jointly liable by reason of a claim arising in respect of any occurrence against which the Committee decides to insure;
- (e) effect insurance against any damages for which the Committee could become liable by reason that, without fee or reward or explanation of fee or reward, a person acting on behalf of the Committee does work in or on Dee Why Grand;
- (f) effect machinery breakdown insurance for Shared Facilities that are plant and equipment;
- (g) effect building insurance with an insurer authorised to write general insurance business under the *Insurance Act 1973* (Cth) or another insurer approved under the *Management Act*;
- (h) effect public liability insurance in relation to Shared Facilities for a cover of not less than \$20,000,000 or any greater sum prescribed by any applicable law;
- (i) ensure that sufficient insurance cover is effected to pay for increased costs during the period of insurance; and
- (j) effect any other insurance required by any applicable law or considered necessary or desirable by the Committee.

### 12.2 Public liability for certain Shared Facilities

The Committee is not required to effect separate public liability insurance in respect of Shared Facilities located within Retail (for example, the Travelator) if:

- (a) the Retail Owner effects public liability insurance for a cover of not less than the amount prescribed by the *Management Act* for a public liability policy effected by an owners corporation in respect of those Shared Facilities; and
- (b) the Retail Owner's policy notes the interest of the other Members of the Committee in respect of those Shared Facilities; and

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- (c) the Retail Owner provides the Committee with a copy of the certificate of currency evidencing the public liability insurance in effect from time to time and interests noted in respect of those Shared Facilities.

The exemption under this clause applies for the period that the Retail Owner's relevant public liability insurance policy remains in effect and does not apply if a Strata Plan is registered for Retail.

## 12.3 Optional insurances

The Committee may effect other types of insurance including, but not limited to, office bearers liability insurance for its Officers.

## 12.4 Proceeds of building insurance claims

The Committee must:

- (a) apply any payments it receives under the building policy for Dee Why Grand to rebuild or reinstate the damaged parts of Dee Why Grand; and
- (b) rebuild or reinstate the damaged parts of Dee Why Grand within a reasonable time.

See clause 29.5 ("Proceeds of building insurance claims") regarding the obligations of Members if they receive a payment under the building policy for Dee Why Grand.

## 12.5 Valuations

The Committee must have Dee Why Grand valued for insurance purposes at least every three years. The valuation must be done by a qualified valuer or quantity surveyor who has:

- (a) a minimum of five years experience; and
- (b) experience in valuing for insurance purposes buildings like Dee Why Grand.

## 12.6 When to carry out the first valuation

The Committee must have the first valuation carried out within six months after this management statement is registered.

## 12.7 Amount of building insurance

The Committee must insure Dee Why Grand for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Committee acting reasonably).

## 12.8 Regular review of insurances

Each year the Committee must:

- (a) review its current insurance policies; and
- (b) decide whether it needs new insurance policies and, if so, effect those policies; and

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- (c) decide whether it needs to adjust current insurance policies and, if so, adjust those policies.

The Secretary of the Committee must include a motion on the agenda for a Meeting to determine the matters in this clause 12.8.

## 12.9 Insuring for new risks

The Committee must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Committee, Dee Why Grand or Shared Facilities.

## 12.10 Insurance records

The Committee must:

- (a) keep with its books and records all duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances it effects under this clause 12 (“Insurance requirements”); and
- (b) provide a certificate of currency to each Member after it renews an existing policy, alters an existing policy or effects a new policy.

---

## 13 Keeping books and records

### 13.1 Obligations of the Committee

The Committee must keep books and records according to this clause 13 (“Keeping books and records”) relating to the exercise of its functions and the operation, management and administration of Dee Why Grand and Shared Facilities.

### 13.2 Which books and records must the Committee keep?

Books and records which the Committee must keep include:

- (a) an up-to-date copy of this management statement; and
- (b) its agreements with the Strata Manager, Facilities Manager and other Service Providers; and
- (c) an up-to-date roll containing the names, addresses and other contact details for each Member, Representative and Substitute Representative; and
- (d) Appointment Forms and Membership Forms received from Members; and
- (e) notices and minutes of Meetings and Emergency Meetings; and
- (f) Proxy Forms and voting papers for Meetings and Emergency Meetings; and
- (g) financial statements; and
- (h) copies of Outstanding Levy Certificates; and

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- (i) audit reports; and
- (j) Budgets; and
- (k) notices served on the Committee; and
- (l) correspondence sent to and by the Committee; and
- (m) insurance records including duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances; and
- (n) all other records relating to the administration and operation by the Committee of Dee Why Grand and Shared Facilities.

## **13.3 How long are records kept?**

The Committee must keep copies of its records for at least seven years from the date of the record.

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## **14 Inspecting the records of the Committee**

### **14.1 Who is entitled to inspect the books and records?**

You may inspect the books and records of the Committee if you are a Member or an Owner (or a person authorised in writing by them).

### **14.2 What is the procedure?**

The procedure for inspecting the books and records of the Committee is:

- (a) the applicant must apply in writing to the Secretary; and
- (b) the applicant must pay the Committee an inspection fee of \$20.00 for the first hour of the inspection and \$10.00 for each half hour after that (or other amounts the Management Act requires for the inspection of the records of an owners corporation).

### **14.3 Time for the inspection**

The Secretary must allow an applicant to inspect the Committee's books and records within ten Business Days after the applicant makes a written application.

### **14.4 Taking copies of records**

At the cost of the applicant, the applicant may take extracts from or copy the books and records. The applicant cannot remove the books and records unless the Committee agrees.

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## **15 Providing Outstanding Levy Certificates**

### **15.1 Who may apply for a certificate?**

You may apply to the Committee for an Outstanding Levy Certificate if you are a Member or an Owner (or a person authorised in writing by them).

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## 15.2 Procedure to obtain a certificate

The procedure for obtaining an Outstanding Levy Certificate is:

- (a) the applicant must apply in writing to the Treasurer; and
- (b) the applicant must pay the Committee a fee of \$70.00 (or other amounts for a certificate under section 109 of the Management Act (or its equivalent)).

## 15.3 Information to be included in a certificate

The Committee must include in an Outstanding Levy Certificate the following information in relation to the Member specified in the application:

- (a) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable; and
- (b) the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are payable; and
- (c) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions; and
- (d) any amount recoverable for work carried out by the Committee according to clause 17 ("Power of the Committee to do work in an emergency"); and
- (e) any amount and rate of interest payable to the Committee under this management statement; and
- (f) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.

## 15.4 When must the certificate be given?

The Treasurer must provide an Outstanding Levy Certificate within 10 Business Days after receiving an application.

## 15.5 Certificate is evidence of matters in it

An Outstanding Levy Certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in Dee Why Grand.

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## 16 Power of the Committee to gain access to Shared Facilities

### 16.1 General requirement

When the Committee exercises its rights to access parts of Dee Why Grand, it must not interfere unreasonably with your lawful use of that area or the quiet enjoyment of the Occupiers.

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## 16.2 What are the powers of the Committee?

Subject to this clause 16, the Committee has the power to gain access to an Apartment, a Commercial Suite, any other Strata Lot or a Stratum Lot or Common Property in order to:

- (a) operate, inspect, test, treat, use, maintain, repair or replace Shared Facilities (eg the integrated fire system for Dee Why Grand or Fire Safety Devices); and
- (b) exercise its rights and comply with its obligations under this management statement.

## 16.3 Access requirements

To enable the Committee to exercise its powers under this clause and subject to clause 16.4 ("Notice requirements") you must:

- (a) if you are an Owners Corporation, give the Committee access to your Common Property; and
- (b) if you are an Owner or Occupier give the Committee access to your Apartment, Commercial Suite or Stratum Lot,

by the most direct route or by the route nominated by the Committee (acting reasonably).

## 16.4 Notice requirements

The Committee must give you reasonable notice before it requires access to your part of Dee Why Grand. However, in an emergency the Committee is not required to give you notice if it is not practicable to do so.

## 16.5 Paying costs

Subject to this management statement, the Committee must pay the costs it incurs when it gains access to parts of Dee Why Grand under this clause 16.

## 16.6 Rectifying damage

When it exercises its rights or complies with its obligations under this clause 16, the Committee must:

- (a) promptly rectify any damage it causes to your part of Dee Why Grand; and
- (b) leave your part of Dee Why Grand clean and tidy.

## 16.7 Sole User

If you are the sole user of a Shared Facility, you may exercise the rights of the Committee under this clause 16. You are also bound by the obligations of the Committee under this clause 16.

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## 16.8 Interpreting this clause

In this clause 16, references to the Committee include persons authorised by the Committee and Service Providers appointed by the Committee.

---

## 17 Power of the Committee to do work in an emergency

### 17.1 What power does the Committee have?

In an emergency, the Committee may do anything in Dee Why Grand which you should have done under this management statement but which, in the opinion of the Committee acting reasonably, you have not done or have not done properly. If practicable, the Committee must give you notice before it exercises its rights under this clause 17.

### 17.2 Entering parts of Dee Why Grand

To exercise its rights under this clause 17, the Committee may:

- (a) enter your part of Dee Why Grand and stay there for as long as necessary; and
- (b) do what is required to remedy the emergency,

provided that the Committee does not interfere unreasonably with the lawful use of your part of Dee Why Grand or unreasonably interfere with the quiet enjoyment of the Occupiers.

### 17.3 What are your obligations?

If the Committee carries out work under this clause 17, you must pay it its reasonable costs for carrying out the work you should have carried out. The Committee must give you the information you reasonably require about the costs it has incurred.

### 17.4 Damages

The Committee is not liable for damage arising out of exercising rights under this clause 17 (except for damage it causes maliciously or negligently).

### 17.5 Interpreting this clause

In this clause 17, references to the Committee include persons authorised by the Committee and Service Providers appointed by the Committee.

### 17.6 Sole User

If you are the sole user of a Shared Facility, you may exercise the rights of the Committee under this clause 17. You are also bound by the obligations of the Committee under this clause 17.

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## **18 Power of the Committee to act on behalf of the Members**

### **18.1 Acting as agent**

Each Member agrees that the Committee (or a person appointed by the Committee, including without limitation either of the Strata Manager and the Facilities Manager) may act as agent for all the Members and take legal proceedings about:

- (a) the failure of a Member to pay Administrative Fund contributions or Sinking Fund contributions;
- (b) the failure of a Member, an Owner or an Occupier to comply with their obligations under this management statement.

### **18.2 Appointment as agent and attorney**

Each Member irrevocably appoints each of the following persons as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by the Committee:

- (a) the Chairperson;
- (b) the Secretary; and
- (c) the Strata Manager,

(in each case during the duration of their appointments to the above roles).

### **18.3 Legal proceedings by a Member**

This clause 18 does not prevent a Member from taking legal proceedings in its own name.

---

## **19 Consents by the Committee**

### **19.1 How may consent be given?**

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

### **19.2 Conditional consent**

The Committee may make conditions if it gives you consent under this management statement.

### **19.3 Revoking consent**

The Committee may revoke its consent if you do not comply with:

- (a) conditions made by the Committee when it granted the consent; or
- (b) the clause under which the Committee granted the consent.

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## Part 3

## Rights and obligations of Members, Owners and Occupiers

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### 20 What are the rights and obligations of Members?

#### 20.1 General obligations

In addition to your obligations in the Management Act, the Development Act and elsewhere in this management statement, if you are a Member you must:

- (a) act reasonably and in good faith in your dealings with the Committee, other Members, Owners and Occupiers; and
- (b) promptly comply with your obligations under this management statement, the Management Act and the Development Act; and
- (c) ensure, as far as is reasonable, that Dee Why Grand is efficiently managed to a standard appropriate to its permitted uses; and
- (d) promptly pay your Administrative Fund contributions, Sinking Fund contributions and other amounts you owe the Committee under this management statement; and
- (e) effect and maintain the insurances required by the Management Act and this management statement; and
- (f) ensure the Committee is properly constituted; and
- (g) comply with decisions of the Committee; and
- (h) comply with your obligations under the Architectural Code (subject to any exemptions in clause 26 ("Architectural Code and carrying out works")); and
- (i) comply with Easements and not do anything to interfere with a Grantee or Grantor exercising their rights under an Easement (or the Committee exercising those rights according to this management statement); and
- (j) comply with any Rules.

#### 20.2 Voting rights

If you are a Member, you have the right to vote at Meetings and Emergency Meetings according to part 4 ("Meeting procedures and resolutions").

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## 20.3 Maintenance requirements

Except for Shared Facilities and subject to this management statement, if you are a Member you must at your cost:

- (a) maintain and keep in good repair the part of Dee Why Grand which you own; and
- (b) maintain and keep in good repair the façade and other external finishes, fixtures or fittings in the part of Dee Why Grand which you own; and
- (c) maintain, inspect and operate plant and equipment owned or used exclusively by you to a standard recommended by the manufacturer or the applicable Australian standard.

## 20.4 Structural adequacy

Members, Owners and Occupiers:

- (a) must maintain the structural adequacy of their part of Dee Why Grand (unless the Committee is required to do so); and
- (b) must not do anything to affect the structural adequacy of Dee Why Grand (or any part of it).

## 20.5 Damage

If you are a Member you are liable for damage or loss you cause to each other Member, an Owner or an Occupier if you do or fail to do something under this management statement. However, your liability does not include damage or loss caused or contributed to by the Member, Owner or Occupier suffering the damage or loss. In this clause 20.5, a reference to a Member includes the Representative, Substitute Representative, contractors, employees and agents of the Member.

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## 21 Appointing a Representative and a Substitute Representative

### 21.1 Appointment of Representatives

Subject to this clause 21 and clause 6.3 ("Subdivision and membership"), if you are a Member you:

- (a) must appoint a Representative to represent and vote for you at Meetings and Emergency Meetings; and
- (b) must appoint a Substitute Representative to represent and vote for you at Meetings and Emergency Meetings if your Representative cannot attend; and
- (c) may appoint new Representatives and Substitute Representatives at any time.

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## 21.2 Appointments by Owners Corporations

If you are an Owners Corporation, you must appoint your Representatives and Substitute Representatives only according to the Development Act and, if applicable, the By-law for your Strata Scheme which deals with appointing a Representative and Substitute Representative.

## 21.3 Eligibility for appointment

Representatives and Substitute Representatives must be natural persons.

## 21.4 Appointment Form

You must complete and serve on the Committee an Appointment Form if:

- (a) you appoint a Representative or a new Representative; or
- (b) you appoint a Substitute Representative or a new Substitute Representative; or
- (c) the contact details for your Representative or Substitute Representative change.

## 21.5 When does an appointment become effective?

Your appointment of a Representative or Substitute Representative (or a new Representative or new Substitute Representative) takes effect when the Committee receives a duly completed Appointment Form from you.

## 21.6 Proxies

You may authorise your Representative or Substitute Representative to appoint a proxy to represent and vote for you at Meetings and Emergency Meetings. In your Appointment Form, you must advise the Committee whether your Representative or Substitute Representative may appoint a proxy.

## 21.7 Acts by Representatives and Substitute Representatives

Anything done for you by your Representative or Substitute Representative has the same effect as if you did it.

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## 22 Procedures when you become a Member or change your contact details

### 22.1 Transfer of a Stratum Lot

If you purchase a Stratum Lot, you must complete a Membership Form and serve it on the Committee as soon as practicable after you become a Member.

If you sell a Stratum Lot you must procure that the purchaser complies with this clause 22.1.

### 22.2 Leasing your lot

If you as Owner or lessee lease or sub-lease or sub-licence any part of Dee Why Grand, you must complete the part of the Membership Form dealing with new

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tenancies and serve it on the Committee as soon as practicable after the lease or licence or sublease or sub-licence commences.

## 22.3 New Stratum Lots

If you are the Owner of a Stratum Lot which is created by registration of a subdivision plan, you must complete a Membership Form and serve it on the Committee within five Business Days after you become a Member. You become a Member from the date of registration of the subdivision plan.

## 22.4 Owners Corporations

When an Owners Corporation is created, it must complete a Membership Form and serve it on the Committee within five Business Days after registration of the relevant Strata Plan. You become a Member from the date of registration of the Strata Plan.

The Owner of a Stratum Lot that is subdivided to create a Strata Scheme must procure that the Owners Corporation complies with this clause 22.4.

## 22.5 Changing your contact details

If you are a Member, you must complete and serve a Membership Form on the Committee as soon as practicable if:

- (a) you change your name, address, telephone number or fax number; or
- (b) if the lessee or licensee of your Apartment, Commercial Suite or Stratum Lot (or part of it) changes their name, address, telephone number or fax number.

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## 23 What are the obligations of Owners and Occupiers?

### 23.1 General Obligations

In addition to your obligations elsewhere in this management statement, if you are an Owner or an Occupier you must:

- (a) promptly comply with your obligations under this management statement, the Management Act and the Development Act; and
- (b) comply with decisions of the Committee; and
- (c) comply with your obligations under the Architectural Code; and
- (d) comply with Easements and not do anything to interfere with a Grantee or a Grantor exercising their rights under an Easement (or the Committee exercising those rights according to this management statement); and
- (e) promptly comply with any Rules.

### 23.2 Nature of obligations

You must act in good faith in your dealings with Members, Owners and Occupiers under this management statement and the Easements.

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## 23.3 Shared Facilities

Except in the case of emergencies, which shall include power failure, you must not interfere with Shared Facilities other than according to this management statement and the Easements.

## 23.4 Rights under Easements

You must not do anything to prevent or hinder a Grantee from exercising their rights under an Easement.

## 23.5 Damages

If you are an Owner or Occupier, you are liable for damage or loss you cause to a Member, an Owner or an Occupier if you do or fail to do something under this management statement. However, your liability does not include damage or loss caused or contributed to by the Member, Owner or Occupier suffering the damage or loss.

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## 24 Giving approval to subdivisions

### 24.1 Subdivisions contemplated in this management statement

Members must give their consent under:

- (a) section 195D of the Conveyancing Act 1919 (NSW) (or its equivalent) and do all things that the Developer requires to permit registration of a subdivision plan for buildings or components in Dee Why Grand that have not yet been fully constructed but are contemplated by this management statement; and
- (b) section 28V of the Development Act (or its equivalent) and do all things that the Developer requires to permit registration of Strata Plans..

### 24.2 Subdivisions which create Stratum Lots

In addition to your obligations under clause 24.1 ("Subdivisions contemplated in this management statement"), if the Owner of a Stratum Lot proposes to subdivide their Stratum Lot to create two or more Stratum Lots, you must:

- (a) give your consent to the proposed plan of subdivision; and
- (b) do all things reasonably necessary, including signing documents and passing resolutions, to allow registration of the plan of subdivision

provided that the proposed subdivision does not detrimentally and substantially affect your use of, or contribution towards, Shared Facilities.

### 24.3 Subdivisions which create Strata Schemes

In addition to your obligations under clause 24.1 ("Subdivisions contemplated in this management statement"), if the Owner of a Stratum Lot proposes to subdivide their Stratum Lot to create one or more Strata Schemes you must:

- (a) give your consent to the proposed subdivision by Strata Plan; and

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- (b) do all things reasonably necessary, including signing all documents and passing resolutions, to allow registration of the Strata Plan

provided that the proposed subdivision does not detrimentally and substantially affect your use of, or contribution towards, Shared Facilities.

## 24.4 Additional strata management statements

If a Member is required to register a strata management statement with a Strata Plan, the Member must ensure that the strata management statement imports the provisions of this management statement (without amendment unless the amendments are approved by the Committee by Unanimous Resolution).

## 24.5 Obligations of Owners Corporations

If you are the Owner of a Strata Lot, you must vote in favour of any motion submitted to your Owners Corporation to give effect to this clause 24.

## 24.6 Subdivision Plan and paying contributions

If a plan of subdivision is registered to create two or more Stratum Lots, the Owners of the new Stratum Lots must contribute to the Administrative Fund and Sinking Fund according to clause 45 ("Contributions if a plan of subdivision is registered").

## 24.7 Paying costs

The Member requesting the subdivision must pay the reasonable costs of the Owners Corporations or an Owner in complying with its obligations under this clause.

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## 25 Owners Corporation meetings and By-laws

### 25.1 Notices of meetings

If you are an Owners Corporation you must:

- (a) give the other Members notices of your general meetings and meetings of your executive committee if the business of the meeting involves this management statement or another Member; and
- (b) give notice at least 72 hours before the meeting is scheduled to commence.

### 25.2 Attendance at meetings

If you are an Owners Corporation, you must allow the Representatives or Substitute Representatives of the other Members to:

- (a) attend your general meetings and meetings of your executive committee if the business of the meeting involves this management statement or the other Members; and
- (b) address general meetings and meetings of your executive committee in regard to matters affecting this management statement or the other Members.

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## 25.3 By-laws

A Member which is an Owners Corporation must not make By-laws that are inconsistent with this management statement. If there is an inconsistency between the By-laws and this management statement, the relevant Member must amend the inconsistent By-law to make it consistent with this management statement.

## 25.4 Application of this clause

This clause only applies to Members who are Owners Corporations.

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## 26 Architectural Code and carrying out works

### 26.1 Why have an Architectural Code?

The purpose of the Architectural Code is to protect the architectural integrity of Dee Why Grand by controlling building works and the External Appearance of Dee Why Grand.

### 26.2 Who must comply with the Architectural Code?

- (a) The Owner and Occupiers must comply with the Architectural Code and obtain all consents required under it.
- (b) The Architectural Code does not apply to:
  - (i) the Owner or Occupiers of Retail, Bottle Shop, Hotel and Retail Car Park; or
  - (ii) the Developer.

This means that these Members and the Developer are not bound by the Architectural Code and may carry out building or other works (including Development Works by the Developer) in Dee Why Grand without being required to obtain consent from the Committee to do so.

### 26.3 Obligations before carrying out works

Before you carry out any building or other works in Dee Why Grand, you must obtain all necessary consents:

- (a) from the Committee and your Owners Corporation under the Architectural Code (if you are bound by it according to clause 26.2 ("Who must comply with the Architectural Code?")); and
- (b) from the Owners Corporation under the By-laws (if applicable to your Strata Scheme); and
- (c) from Government Agencies.

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## **27 Development Works**

### **27.1 Developer's rights**

Without limiting the Developer's rights under clause 26 ("Architectural Code and carrying out works"), the Developer may carry out Development Works in Dee Why Grand during the Development Period and is not required to obtain consent from you or the Committee to do so.

### **27.2 Consents from Government Agencies**

The Developer must obtain all necessary consents from Government Agencies to carry out Development Works. Clause 27.6 ("Development Works Applications") applies.

### **27.3 Access arrangements**

The Developer may gain access to parts of Dee Why Grand to carry out Development Works via Shared Facilities and Common Property. If the Developer requires access to your part of Dee Why Grand to carry out Development Works:

- (a) the Developer must provide you with reasonable notice (except in an emergency when no notice is required); and
- (b) you must act reasonably and provide the Developer with access.

The Developer is not required to provide notice under this clause 27.3 before it accesses Shared Facilities in order to carry out Development Works.

### **27.4 Works affecting Shared Facilities**

The Developer may carry out Development Works to Shared Facilities (eg the installation of new Shared Facilities or the augmentation of existing Shared Facilities). The Developer may, as part of these Development Works:

- (a) temporarily disconnect existing Shared Facilities; and
- (b) relocate existing Shared Facilities; and
- (c) complete Development Works on Shared Facilities not completed when this management statement is registered.

In addition to its obligations under clause 27.3 ("Access arrangements"), the Developer must provide you with reasonable notice before it temporarily disconnects an existing Shared Facility which you are entitled to use (except in an emergency when no notice is required).

### **27.5 Rectifying damage**

The Developer must promptly rectify any damage it causes to your part of Dee Why Grand as a result of carrying out Development Works.

### **27.6 Development Works Applications**

The Developer does not need consent from you or the Committee to make Development Works Applications to Government Agencies. However, if that

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consent is required by a Government Agency (or otherwise) in order for the Developer to make an application, you and the Committee must promptly give consent.

## **27.7 Notice when Shared Facilities complete**

The Developer must notify the Committee promptly when it completes Development Works for a Shared Facility.

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## **28 Rights of access**

### **28.1 General requirement**

When you exercise your rights to access parts of Dee Why Grand, you must not interfere unreasonably with the lawful use of that area by another Member, Owner or Occupier.

### **28.2 Access in an emergency**

In an emergency you must give other Members, Owners and Occupiers access to fire stairs, passages and all other egress routes in your part of Dee Why Grand necessary to exit Dee Why Grand.

### **28.3 Access to Shared Facilities by the Committee**

You must give the Committee access to operate, test, use, maintain, repair and replace Shared Facilities located in your part of Dee Why Grand by the most direct route or by the route nominated by the Committee (acting reasonably). Clauses 16 ("Power of the Committee to gain access to Shared Facilities") and 17 ("Power of the Committee to do work in an emergency") apply.

### **28.4 Access to Shared Facilities by Members, Owners and Occupiers**

You must give Members, Owners and Occupiers access to use Shared Facilities located in your part of Dee Why Grand by the route specified in an Easement (if applicable) or if no route is specified, by the most direct route or the route nominated by the Committee (acting reasonably) from time to time.

### **28.5 Notice requirements**

Except in an emergency and subject to this management statement, the Committee, Members, Owners and Occupiers must give you reasonable notice before they require access to your part of Dee Why Grand.

### **28.6 When is access available?**

Except in an emergency and subject to your obligations under this management statement, the Committee, Members, Owners and Occupiers may gain access to your part of Dee Why Grand only:

- (a) during the hours specified in an Easement, or specified in this management statement or, if no hours are specified, at times reasonably agreed to by you; and
- (b) according to your reasonable requirements.

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## 28.7 Paying costs

Unless this management statement states otherwise, you must pay all of your costs associated with you gaining access under this clause 28 to parts of Dee Why Grand.

## 28.8 Rectifying damage

You must promptly rectify any damage you cause and leave the affected area of Dee Why Grand clean and tidy when you exercise your rights of access and comply with your obligations under this clause 28.

## 28.9 Developer's Rights

See clauses 27 ("Developments Works") and 32 ("Selling Activities") for the Developer's rights to access parts of Dee Why Grand to carry out Development Works and Selling Activities.

## 28.10 Retail Car Park operation

Each of the Members, Owners and Occupiers acknowledge that the primary function of the Retail Car Park is to provide carparking facilities for the public and the visitors of Dee Why Grand . When any of the Committee, a Member, Owner or Occupier exercises their access rights or other entitlements under this management statement and this involves access to or use of the Retail Car Park each of them must:

- (a) have regard to the primary function of the Retail Car Park in the exercise of those rights and entitlements; and
- (b) observe and comply with any reasonable directions given by the Owner or Occupier of the Retail Car Park;
- (c) if access involves parking of vehicles in the Retail Car Park, pay the car parking charges ordinarily levied by the Owner or Occupier of the Retail Car Park for members of the public.

Further provisions regarding the Retail Car Park are set out in Part 6.

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## 29 Obligations for insurance

### 29.1 Public liability insurance

If you are a Member that is an Owners Corporation, you must effect public liability insurance with the same insurer appointed by the Committee for its public liability policy (unless the Committee agrees otherwise).

### 29.2 Machinery breakdown and contents insurance

If you are a Member that is an Owners Corporation, you must (unless the Committee agrees otherwise) effect with the insurer appointed by the Committee for its building policy:

- (a) machinery breakdown insurance for Common Property plant and equipment in your part of Dee Why Grand that is not a Shared Facility and is not covered under warranty; and

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- (b) contents insurance for Common Property in your part of Dee Why Grand.

## 29.3 Actions that may increase premiums

You must have consent from the Committee to do anything which might:

- (a) void or prejudice insurances effected by the Committee; or
- (b) increase an insurance premium paid by the Committee.

## 29.4 Paying for additional premiums

If you do anything to increase an insurance premium paid by the Committee, you must pay the Committee the amount by which the premium is increased. If you are a Member, the Committee may add the amount to your Administrative Fund contribution.

## 29.5 Proceeds of building insurance claims

If you are a Member, you must:

- (a) apply any payments you receive under a building policy effected by the Committee under clause 12.1 ("Statutory insurance") to rebuild or reinstate the damaged areas of your part of Dee Why Grand; and
- (b) rebuild or reinstate your part of Dee Why Grand within a reasonable time.

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## 30 Changes to parties to Service Contracts

### 30.1 When does this clause apply?

This clause applies if:

- (a) a Member transfers their Stratum Lot; or
- (b) an Owner of a Stratum Lot subdivides their Stratum Lot by a subdivision plan or Strata Plan.

### 30.2 Obligations of Members

To ensure that each current Member is a party to Service Contracts entered into by the Committee, if you:

- (a) transfer your Stratum Lot, you must procure the new Member to become a party to all Service Contracts from the date of the transfer; or
- (b) subdivide your Stratum Lot (or part of it) to create two or more new Stratum Lots, you must procure the owners of the new Stratum Lots to become parties to all Service Contracts from the date of registration of the subdivision plan; or
- (c) subdivide your Stratum Lot (or part of it) by a Strata Plan, you must procure the owners corporation created by the subdivision to become a

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party to all Service Contracts within seven Business Days after registration of the Strata Plan.

## 30.3 Effect of complying with this clause

If you comply with your obligations under clause 30.2 ("Obligations of Members"), the Members release you from your obligations under a Service Contract from the date the new Member becomes a party to the Service Contract (other than for liabilities which arise before that date).

## 30.4 Failure to comply with this clause

If you fail to comply with clause 30.2 ("Obligations of Members"), you are liable for any liability, loss, claim or damage sustained by the other Members as a result of your non-compliance.

## 30.5 Who pays the cost?

A Member who:

- (a) transfers their Stratum Lot must pay the reasonable costs of the other parties arising as a consequence of the parties complying with this clause; and
- (b) subdivides their Stratum Lot by a subdivision plan or Strata Plan must pay the reasonable costs of the other parties arising as a consequence of the parties complying with this clause.

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## 31 Fire safety and protection

### 31.1 What are your obligations?

You must:

- (a) immediately notify the Committee of any defect in or damage to a Fire Safety Device which comes to your attention;
- (b) comply with laws about fire control; and
- (c) notify the Committee if you change the lock on the entry door to your Apartment, Commercial Suite or Stratum Lot.

### 31.2 Keeping flammable materials

You may keep flammable materials in your Apartment, Commercial Suite or Stratum Lot (but not in a carspace) provided that you:

- (a) use them in connection with the lawful use of your Apartment, Commercial Suite or Stratum Lot; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

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## 31.3 Restrictions about fire safety

You must not:

- (a) interfere with, obstruct or damage Fire Safety Devices; or
- (b) do anything that will activate a Fire Safety Device unless there is a fire or other emergency in Dee Why Grand; or
- (c) keep flammable materials on Common Property or a Shared Facility unless that material forms part of the operation of the Shared Facility.

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## 32 Selling Activities

### 32.1 Developer's rights

The Developer may carry out Selling Activities in Dee Why Grand and is not required to obtain consent from you or the Committee to do so. The Developer may exercise its rights under this clause 32 ("Selling Activities") while it is the Owner of Strata Lot or Stratum Lot.

### 32.2 Consents from Government Agencies

The Developer must obtain all necessary consents from Government Agencies to carry out Selling Activities. Clause 32.5 ("Selling Activities Applications") applies.

### 32.3 Access arrangements

The Developer may gain access to parts of Dee Why Grand necessary, in the opinion of the Developer acting reasonably, to carry out Selling Activities via Common Property and Shared Facilities.

### 32.4 Rectifying damage

The Developer must promptly rectify any damage it causes to your part of Dee Why Grand as a result of carrying out Selling Activities.

### 32.5 Selling Activities Applications

The Developer does not need consent from you or the Committee to make Selling Activities Applications to Government Agencies. However, if that consent is required by a Government Agency (or otherwise) in order for the Developer to make an application, you and the Committee must promptly give consent.

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## **Part 4**

## **Meeting procedures and resolutions**

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### **33 Meetings of the Committee**

#### **33.1 Types of meetings**

The two types of meetings of the Committee are Meetings and Emergency Meetings.

#### **33.2 Meetings**

The Committee may deal with matters which require a Resolution or a Unanimous Resolution at a Meeting. The Committee must convene a Meeting:

- (a) if the Committee resolves to hold the Meeting; or
- (b) if the Strata Manager resolves to convene the Meeting (if the Committee has delegated that function to the Strata Manager); or
- (c) if at least two Members make a written request to the Committee to convene a Meeting; or
- (d) if it is necessary to appoint a replacement Officer; or
- (e) at least every twelve months (starting from the date that is six months after the first Meeting of the Committee).

#### **33.3 Emergency Meetings**

The Committee may deal only with matters which require a Resolution at an Emergency Meeting. The Committee may convene an Emergency Meeting:

- (a) if there is an emergency or other urgent matter which must be determined by the Committee; and
- (b) if, in the reasonable opinion of the person convening the Emergency Meeting, the circumstances of the emergency are such that it is impractical to wait the required notice period for a Meeting.

#### **33.4 Who convenes meetings?**

A Meeting or an Emergency Meeting may be convened by:

- (a) the Secretary; or

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- (b) another Officer if the Secretary is absent or unable to convene the meeting; or
- (c) the Strata Manager (if the Committee has delegated that function to the Strata Manager).

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## 34 Notices and agendas for meetings

### 34.1 Information to be included in the notice

Subject to this clause 34 ("Notices and agendas for meetings"), if you convene a Meeting or an Emergency Meeting you must give each Member a notice of the meeting which includes:

- (a) the time, date and venue of the Meeting or Emergency Meeting; and
- (b) an agenda for the Meeting or Emergency Meeting.

### 34.2 Agenda for a Meeting

The agenda for a Meeting must:

- (a) include the terms of motions for Resolutions and Unanimous Resolutions which the Committee will deal with at the Meeting; and
- (b) clearly identify which motions require Resolutions and which require Unanimous Resolutions; and
- (c) include motions which Members, Owners or Occupiers have requested the Committee in writing to include on the agenda for the next Meeting; and
- (d) be accompanied by a copy of the minutes of the last Meeting and Emergency Meeting; and
- (e) include a motion to adopt the minutes of the last Meeting and Emergency Meeting.

### 34.3 No voting on matters not on the agenda

The Committee cannot vote on matters that are not on the agenda for a Meeting.

### 34.4 Agenda for an Emergency Meeting

The agenda for an Emergency Meeting must:

- (a) include details of the emergency and the actions proposed to be taken at the time of the notice to deal with the emergency; and
- (b) include the terms of the motions for Resolutions to take the actions proposed to deal with the emergency.

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## **34.5 Information to be included in the notice of a Meeting to consider levy contributions**

If you convene a Meeting to determine Administrative Fund contributions or Sinking Fund contributions, you must include with the notice of the Meeting:

- (a) the Budget prepared by the Committee according to clause 43 ("Preparing Budgets"); and
- (b) the current audit report prepared by the Committee according to clause 46 ("Preparing financial statements"); and
- (c) the current audited financial statement prepared by the Committee according to clause 46 ("Preparing financial statements").

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## **35 How to give notice of a meeting**

### **35.1 How much notice is required for a Meeting?**

If you convene a Meeting, you must give each Member at least 5 Business Days notice of the Meeting.

### **35.2 How to serve notice of a Meeting**

If you convene a Meeting, you must serve notice of the Meeting on each Member by:

- (a) delivering it personally to the Member; or
- (b) sending it to the Current Address of the Member; or
- (c) sending it to the Current Fax Number of the Member; or
- (d) a combination of the above methods.

### **35.3 Giving notice of an Emergency Meeting**

If you convene an Emergency Meeting, you may:

- (a) give each Member notice of the Emergency Meeting by the best method reasonably determined by you in the circumstances (eg by telephone); and
- (b) give the amount of notice of the Emergency Meeting reasonably determined by you in the circumstances.

### **35.4 Notices for Emergency Meetings**

If you convene an Emergency Meeting, you must serve notice of the Emergency Meeting by:

- (a) delivering it personally to the Member; or
- (b) contacting the Representative of the Member by telephone and reading them the notice for the Emergency Meeting; or
- (c) a combination of the above methods.

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## **36 Procedures for holding meetings**

### **36.1 Conducting a Meeting or Emergency Meeting**

Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulate Meetings and Emergency Meetings as it thinks fit.

### **36.2 Quorum for a meeting**

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is the Representative or Substitute Representative of at least three Members.

### **36.3 Failure to obtain a quorum**

If a quorum is not present within 30 minutes after a Meeting or Emergency Meeting is due to commence, the Committee must adjourn the Meeting or Emergency Meeting by at least 2 Business Days to a time and place determined by the Chairperson at the Meeting or Emergency Meeting.

### **36.4 Determining a quorum**

In determining whether there is a quorum under this clause 36 ("Procedures for holding meetings"), a person who is present at the Meeting or Emergency Meeting and entitled to vote as a Representative, Substitute Representative or a proxy must be counted.

### **36.5 Notice of adjourned meetings**

If a Meeting or Emergency Meeting is adjourned, the person who convened the Meeting or Emergency Meeting must give notice of the adjournment to each Member at least two Business Days before the adjourned Meeting or Emergency Meeting is due to be held.

### **36.6 Quorums at adjourned meetings**

A quorum at an adjourned Meeting or Emergency Meeting is:

- (a) the Representatives or Substitute Representatives of at least three Members; or
- (b) the Representatives or Substitute Representatives present at the Meeting or Emergency Meeting within 15 minutes after the meeting is due to commence.

### **36.7 Attendance at a Meeting**

An Owner may attend a Meeting. However, they may address the Meeting only with the consent of the Committee.

### **36.8 Special provisions for Meetings held in writing**

The Committee may hold a Meeting in writing and Representatives and Substitute Representatives may vote in writing if:

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- (a) the person who convenes the Meeting serves notice of the Meeting according to this management statement; and
- (b) the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and
- (c) the required Members or number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the Meeting before the Meeting is due to commence.

## **36.9 How to cast a vote at an Emergency Meeting**

A Member may cast a vote at an Emergency Meeting:

- (a) by telephone; or
- (b) personally to the person who convened the Emergency Meeting; or
- (c) by post or fax to the Current Address or Current Fax Number of the person who convened the Emergency Meeting.

## **36.10 Minutes of meetings**

If you convene a Meeting or an Emergency Meeting, you must distribute minutes of the meeting to each Member within ten Business Days after the meeting.

---

## **37 Voting rights of Members**

### **37.1 Voting rights of Members**

Subject to this clause 37 ("Voting rights of Members"), you are entitled to vote at Meetings and Emergency Meetings only if you are a Member Entitled to Vote. Your Representative or Substitute Representative may cast your vote personally or by proxy.

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## 37.2 How many votes does each Member have?

Subject to this clause 37 ("Voting rights of Members"), each Member has the following number of votes:

|                       |    |
|-----------------------|----|
| Retail Car Park Owner | 10 |
| Retail Owner          | 34 |
| Hotel Owner           | 8  |
| Bottle Shop Owner     | 7  |
| Commercial Owner      | 11 |
| Residential Owner     | 30 |

## 37.3 Instructions by a Member

A Representative or Substitute Representative (or their duly appointed proxy) for a Member Entitled to Vote must vote at a Meeting or an Emergency Meeting according to any instructions by the Member which appointed them.

## 37.4 Instructions by the Owners Corporation

The executive committee of a Member which is an Owners Corporation may give instructions to the Representative or Substitute Representative (or their duly appointed proxy) of the Owners Corporation about the way in which the Representative or Substitute Representative must vote at a Meeting or an Emergency Meeting.

## 37.5 Restrictions on voting

The following restrictions apply to voting at Meetings and Emergency Meetings:

- (a) the Chairperson does not have a casting vote; and
- (b) the Strata Manager does not have a vote unless they are a Representative or a Substitute Representative (or their duly appointed proxy); and
- (c) the Facilities Manager does not have a vote unless they are a Representative or a Substitute Representative (or their duly appointed proxy).
- (d) a Member may only vote on a motion regarding a Shared Facility if:
  - (i) the Member contributes towards the cost of the Shared Facility according to Schedule 2; and
  - (ii) the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.

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## **38 Appointing a proxy**

### **38.1 Who may appoint a proxy**

You may appoint a proxy if you are:

- (a) a Member; or
- (b) a Representative or Substitute Representative if the Member which appointed you has authorised you to appoint a proxy according to clause 21.6 ("Proxies").

Members created on the subdivision of a Stratum Lot by a plan of subdivision may jointly appoint a proxy (ie one proxy to exercise one vote for all of those Members).

### **38.2 Who may be a proxy**

A proxy must be a natural person.

### **38.3 How to appoint**

Subject to this clause 38 ("Appointing a proxy"), you may appoint a proxy at any time provided that:

- (a) you make the appointment on a Proxy Form; and
- (b) you and the proxy sign the Proxy Form; and
- (c) you deliver the signed Proxy Form to the Strata Manager prior to the commencement of the first Meeting or Emergency Meeting at which the proxy may vote.

### **38.4 Instructions about voting**

You may include in the Proxy Form instructions to your proxy about how to vote. A vote by your proxy in contravention of your instructions is invalid.

### **38.5 Restrictions on voting**

A proxy cannot vote at a Meeting or an Emergency Meeting if you cast a vote.

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## **39 Resolutions at Meetings and Emergency Meetings**

### **39.1 What is a Resolution?**

Resolutions relate to a number of administrative and other matters that do not affect Shared Facilities.

### **39.2 Who may vote on a matter requiring a Resolution?**

You are entitled to vote on a Resolution if you are a Member Entitled to Vote.

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## 39.3 When is a Resolution passed?

A Resolution is decided according to the majority of votes for or against the motion.

## 39.4 Matters decided by Resolution

The matters which the Committee may determine by Resolution are:

- (a) appointing or terminating the appointment of the Strata Manager (subject to the written agreement between the Committee and the Strata Manager); and
- (b) appointing or terminating the appointment of the Facilities Manager (subject to the written agreement between the Committee and the Facilities Manager); and
- (c) appointing or terminating the appointment of a Service Provider (or an agent of the Committee); and
- (d) effecting insurances; and
- (e) establishing the Administrative Fund and determining contributions for that fund; and
- (f) establishing the Sinking Fund and determining contributions for that fund; and
- (g) resolving any other matter which does not require a Unanimous Resolution.

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## 40 Unanimous Resolutions at Meetings

### 40.1 Purpose of Unanimous Resolutions

Subject to this clause 40 ("Unanimous Resolutions at Meetings"), Unanimous Resolutions generally relate to dealings with Shared Facilities.

### 40.2 Who may vote on a Unanimous Resolution?

You are entitled to vote on a Unanimous Resolution if you are a Member Entitled to Vote.

### 40.3 When is a Unanimous Resolution passed?

A motion which requires a Unanimous Resolution is passed if no Member Entitled to Vote votes against the motion.

### 40.4 Matters decided by Unanimous Resolution

The matters which the Committee may determine only by Unanimous Resolution are:

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- (a) amending, adding to or repealing all or part of this management statement (including the schedules); and
- (b) repaying surplus Administrative Fund contributions or Sinking Fund contributions; and
- (c) (subject to clause 40.5 (“Matters requiring a unanimous decision of certain Members”)) changing, adding to, extending or removing a Shared Facility; and
- (d) (subject to clause 40.5 (“Matters requiring a unanimous decision of certain Members”)) amending, adding to or repealing a clause about the division of costs for Shared Facilities (eg clause 47 (“Paying Contributions”)); and
- (e) any other matters which, according to this management statement, the Committee must determine by Unanimous Resolution.

## **40.5 Matters requiring a unanimous decision of certain Members**

The following decisions relating to any Shared Facility are matters which the Committee must deal with through a Shared Facility Sub-Committee:

- (a) changing, adding to, extending or removing a Shared Facility; and
- (b) amending, adding to or repealing a clause about the division of costs for Shared Facilities (eg clause 47 (“Paying Contributions”)).

In respect of those matters regarding any Shared Facility, the Committee must appoint a sub-committee comprising only Members who are the Representatives of each Member who is listed in Schedule 1 as a Member benefited in respect that Shared Facility.

In respect of votes by the sub-committee, the Members who are not members, comprising the sub-committee are not Members Entitled to Vote in relation to the matters referred to in this clause 40.5 (“Matters requiring a unanimous decision of certain Members”) and the provisions of this clause 40 (“Unanimous Resolutions at Meetings”), apply accordingly.

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### Part 5 Financial management

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#### **41 What funds must the Committee establish?**

##### **41.1 Administrative Fund**

The Committee must establish an Administrative Fund within three months after this management statement is registered. The Committee must use the Administrative Fund to pay the day-to-day expenses of operating and maintaining Shared Facilities, insurance costs, Services costs, administrative costs and other costs which are not Sinking Fund costs.

##### **41.2 Sinking Fund**

The Committee must obtain a Sinking Fund forecast report within fourteen months after this management statement is registered and determine Sinking Fund contributions based on that report and establish a Sinking Fund at the second annual general meeting of the Committee.. The Committee must use the Sinking Fund to pay for the renewal and replacement of Shared Facilities.

##### **41.3 What money is paid into the Administrative Fund?**

The Committee must pay into the Administrative Fund:

- (a) Administrative Fund contributions; and
- (b) payments the Committee receives for inspections of its books and records; and
- (c) payments the Committee receives for providing Outstanding Levy Certificates; and
- (d) amounts paid to the Committee by way of discharge of claims for insurances affected by the Committee; and
- (e) payments the Committee receives under the Easements (if any).

##### **41.4 What money is paid into the Sinking Fund?**

The Committee must pay into the Sinking Fund:

- (a) Sinking Fund contributions; and

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- (b) other money received by the Committee which it does not have to pay into its Administrative Fund according to clause 41.3 ("What money is paid into the Administrative Fund?").

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## 42 Financial Years

### 42.1 First Financial Year

The first Financial Year of the Committee:

- (a) commences on the date of registration of this management statement; and
- (b) ends on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this management statement).

### 42.2 Subsequent Financial Years

Subsequent Financial Years:

- (a) commence at the expiration of the previous Financial Year; and
- (b) end on the dates resolved by the Committee (which must not be more than 18 months after the expiration of the last Financial Year).

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## 43 Preparing Budgets

### 43.1 When to prepare Budgets

The Committee must prepare a Budget for each Financial Year in respect of the Administrative Fund and the Sinking Fund.

### 43.2 Budgets during the Development Period

During the Development Period, the Committee must prepare a Budget for each Financial Year based on the Shared Facilities which are (or will be) in place and operational and available for use by Members, Owners and Occupiers during that Financial Year. For example, a budget for a Financial Year during the first Financial Year may be calculated on the basis of the Shared Facilities which will be available for use during that period.

Budgets during the Development Period are called Development Period Budgets.

### 43.3 What information must be included in a Budget?

A Budget must show:

- (a) how much money the Committee will need during the Financial Year for the Administrative Fund and Sinking Fund; and
- (b) income the Committee estimates it will receive in the Financial Year for the Administrative Fund and Sinking Fund (including any costs paid to the Committee under Easements); and

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- (c) the proportion which each Member must contribute to each Shared Facilities for the Financial Year; and
- (d) the amount of the proportion which each Member must contribute to Shared Facilities for the Financial Year.

A Budget for the Administrative Fund may also include the Committee's estimate of Service costs for the Financial Year.

## **43.4 How much to budget?**

The Committee must budget enough money to comply with its obligations under this management statement, the Management Act, the Development Act and Easements.

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## **44 Determining contributions**

### **44.1 Levying Members**

The Committee must levy Members the contributions it will need for its Administrative Fund and Sinking Fund for each Financial Year. The Committee may, by Unanimous Resolution, decide to levy contributions for a shorter or longer period provided that it prepares a Budget for that period according to clause 43.3 ("What information must be included in a Budget?") and clause 43.4 ("How much to budget?").

### **44.2 What proportion of costs must you pay**

If you are a Member, the proportion of Administrative Fund and Sinking Fund contributions you must pay is specified in Schedule 2 ("Division of costs for Shared Facilities").

### **44.3 Insurance**

Members must contribute towards the costs for Insurance according to the proportion determined by the Committee's insurance broker or insurer (each acting reasonably) each Financial Year based on the proportion that replacement value of their Strata Scheme or Stratum Lot has to the total replacement value for Dee Why Grand (or any other relevant matters including risk or other method under the Management Act for calculating the payment of building insurance premiums by members of a building management committee).

### **44.4 Sub metered Services**

Except as otherwise provided in this management statement, Members must contribute towards the costs for Services (if any) supplied to Shared Facilities and separately metered (including separately metered water and sewerage charges) on a consumption basis which the Committee resolves are to be funded on a "user pay" basis according to an amount per unit of consumption (which may be a sliding scale or other variable unit rate) as determined from time to time by the Committee based on a reasonable estimate of the cost of supplying that service.

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## 44.5 Procedures for determining contributions

When the Committee determines Administrative Fund and Sinking Fund contributions, it must determine:

- (a) whether you must pay the contributions in a lump sum or by instalments; and
- (b) the dates on which you must pay your contributions (eg monthly or quarterly).

## 44.6 Determining the amount of contributions

Subject to clause 44.9 (“Determining contributions at an Emergency Meeting”) the Committee may determine contributions by Resolution. The amount of contributions:

- (a) for the Administrative Fund, must be the amount determined by the Committee in the Budget for the Administrative Fund; and
- (b) for the Sinking Fund, must be the amount determined by the Committee in the Budget for the Sinking Fund.

## 44.7 Insufficient funds

Subject to clause 44.9 (“Determining contributions at an Emergency Meeting”), the Committee must determine:

- (a) additional contributions to the Administrative Fund if it cannot (or will not be able to) pay its Administrative Fund debts during the Financial Year; and
- (b) additional contributions to the Sinking Fund if it cannot (or will not be able to) pay its Sinking Fund debts during the Financial Year.

## 44.8 Budget where there are insufficient funds

Subject to clause 44.9 (“Determining contributions at an Emergency Meeting”), before the Committee determines an additional contribution it must prepare and adopt a Budget for the period covered by the additional contribution. The Committee may approve the Budget only by Resolution.

## 44.9 Determining contributions at an Emergency Meeting

If the Committee proposes to raise an Administrative Fund or Sinking Fund contribution at an Emergency Meeting, the Committee may dispense with the need to prepare a Budget for the contribution. The Committee may determine and levy the contribution by Resolution. The Committee is not able to levy a contribution under this clause 44 (“Determining contributions”) if the purpose for raising the levy affects only a single Member, Strata Scheme or Stratum Lot.

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## **45 Contributions if a subdivision plan is registered**

### **45.1 Contributions if a plan of subdivision is registered**

If a Stratum Lot is subdivided by a subdivision plan, the proportion of Administrative Fund or Sinking Fund contributions which the new Members must contribute will be equal to the amount which the Member for the subdivided lot must contribute according to clause 44 (“Determining Contributions”). For example, if Retail is subdivided by a subdivision plan to create three new Stratum Lots, the Members for those three new lots must jointly contribute the amount previously payable by the Retail Owner for the Administrative Fund and the Sinking Fund.

### **45.2 Procedure for assessing contributions if a subdivision plan is registered**

These procedures apply when a Stratum Lot is subdivided by a subdivision plan:

- (a) the new Member must within 14 days after the registration of the subdivision plan, notify the Committee of the share each Member will contribute towards the Administrative Fund and Sinking Fund; and
- (b) if the new Members do not provide notice within 14 days, the Committee must give the new Members notice of the share each Member should, in the opinion of the Committee acting reasonably, contribute towards the Administrative Fund and Sinking Fund; and
- (c) if the new Members do not notify the Committee of a different share within seven days after receiving the notice under clause 45.2(b), the shares recommended by the Committee will apply; and
- (d) the Members must each vote such that they, by Unanimous Resolution, resolve to amend or replace this management statement including Schedules 1 (“List of Shared Facilities”) and Schedule 2 (“Division of costs for Shared Facilities”) to take into account the subdivision and register such amendment or replacement management statement at the LPI-NSW.

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## **46 Preparing financial statements**

### **46.1 Obligations of the Committee**

At the end of each Financial Year, the Committee must:

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

### **46.2 When to prepare financial statements**

The Committee must have audited financial statements for its accounts prepared:

- (a) for the period from the date of the last financial statements to within two months before the next contribution period starts; and

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- (b) where possible, in time for Members who are Owners Corporations to include in their budgets their portion of costs under this management statement.

## 46.3 Information to be included in a financial statement

A financial statement must show for each of the Administrative Fund and the Sinking Fund:

- (a) a statement of income and expenditure during the Financial Year; and
- (b) the balance carried forward from the Financial Year; and
- (c) particulars and amounts of each item of income during the Financial Year; and
- (d) particulars and amounts of each item of expenditure during the Financial Year; and
- (e) the cash in the fund (including deposits and investments) at the end of the Financial Year; and
- (f) the balance of the fund at the end of the Financial Year; and
- (g) contribution arrears for each Member at the end of the Financial Year; and
- (h) the amount of credit or debit in the fund at the end of the Financial Year; and
- (i) other relevant information.

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## 47 Paying contributions

### 47.1 Notices of contributions

Subject to this clause 47 ("Paying contributions"), the Committee must give you at least 10 Business Days notice before your Administrative Fund or Sinking Fund contributions are due. The notice must be in writing and must show for each of the Administrative Fund and Sinking Fund:

- (a) the total contribution to be raised; and
- (b) the portion of the contribution which you must pay in accordance with clause 44 ("Determining contributions") ; and
- (c) the date you must make the payment.

### 47.2 Raising funds in an emergency

If the Committee has to raise funds in an emergency, it may give you less than 20 Business Days notice of the contribution.

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## 47.3 Serving notices

The Committee must serve notices of contributions to each Member according to clause 72 ("How to serve notices").

## 47.4 Retail Owner and Retail Car Park Owner

Notwithstanding any other clause within this Strata Management Statement, the Retail Owner and the Retail Car Park Owner satisfy their obligations under clause 47 by depositing funds due and payable to the Sinking Fund into an account in the name of the Retail Owner or Retail Car Park Owner ("Retail Account") and providing the Committee with a quarterly reconciliation statement confirming each deposit. Where the Sinking Fund is called upon by the Committee, the Retail Owner and the Retail Car Park Owner satisfy their obligations to the Sinking Fund by transferring such funds as are to be contributed by the Retail Owner and Retail Car Park Owner (within 5 Business Days of being provided with written notice) to a bank account established by the Committee in accordance with clause 48. Any interest credited to the Retail Account will remain the property of the Retail Owner and the Retail Car Park Owner.

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## 48 Banking money and interest on accounts

### 48.1 Establishing a bank account

The Committee must:

- (a) establish and maintain a bank or building society account or accounts in the names of all Members; and
- (b) deposit all contributions and other money paid to the Committee into its bank or building society accounts.

### 48.2 Withdrawing money

The Committee may withdraw money from its accounts only to exercise its functions and comply with its obligations under or arising from this management statement, the Management Act or the Development Act.

### 48.3 Trust account

Subject to clause 48.4 ("Interest bearing accounts"), if the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 1941* (NSW).

### 48.4 Interest bearing accounts

The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may:

- (a) credit it to one of the accounts of the Committee; or
- (b) pay it to the Members according to clause 50 ("Dealing with surplus funds").

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## **49 Late payments**

### **49.1 Interest**

Subject to clause 47.4, if you are a Member, you must:

- (a) pay the Committee interest on any amount you owe the Committee under this management statement but do not pay on time (including costs for Service costs); and
- (b) pay interest from (and including) the date on which the payment was due until the date it was paid.

### **49.2 Calculating interest**

The Committee must calculate interest on daily balances at the rate determined by the Committee from time to time and in the absence of a determination, 10% per annum.

### **49.3 Recovering unpaid contributions**

The Committee may recover unpaid contributions and other money owed to it under this management statement as a debt.

### **49.4 Legal proceedings**

If monies owing under this management statement by a Member to the Committee remain outstanding for more than 90 days, the Committee may commence legal proceedings for recovery of those moneys. All costs and charges incurred by the Committee in recovering those outstanding moneys are payable by the defaulting Member.

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## **50 Annual Reconciliation**

### **50.1 Payment Statement**

As soon as practicable after the expiration of each Financial Year, the Committee must provide each Member with a duly audited Payment Notice specifying the amounts for which each Member is responsible and which were incurred during that Financial Year. The Payment Notice must give reasonable details.

### **50.2 Adjustments**

Subject to clause 47.4, within 14 days of the receipt by a Member of the Payment Notice referred to in clause 50.1 ("Payment Statement"), the Member must pay to the Committee the difference (if any) between the amount paid by the Member in accordance with clause 47.1 ("Notices of contributions") and the amount specified in the Payment Notice.

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## **51 Dealing with surplus funds**

### **51.1 Distributing surplus funds**

If there is surplus money in the Administrative Fund or Sinking Fund at the end of a Financial Year, the Committee may distribute it between the Members in

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shares decided by the Committee according to this clause 51 (“Dealing with surplus funds”) or have any overpayment by a Member credited against the Member’s portion for the next ensuing quarter.

## **51.2 Considerations**

When deciding the shares for the distribution of surplus money according to this clause 51 (“Dealing with surplus funds”), the Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus funds.

## **51.3 Unanimous Resolution**

The Committee may decide to distribute surplus funds under this clause 51 (“Dealing with surplus funds”) only by Unanimous Resolution.

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## **52 Paying contributions when there is a Dispute**

### **52.1 What are your obligations?**

You are not excused from paying your Administrative Fund contributions, Sinking Fund contributions or other amounts you owe the Committee under this management statement because you have a Dispute or a disagreement with the Committee (eg a Dispute about the amount of a payment).

### **52.2 Continuing payments**

If you have a Dispute or disagreement with the Committee about the amount of your Administrative Fund or Sinking Fund contributions or other amounts you owe the Committee, you must continue to pay your contributions at the rate determined according to this management statement. After the Dispute is resolved, you and the Committee must pay each other any necessary adjustments.

### **52.3 Your rights are not affected**

Your rights against the Committee are not affected if you continue to pay Administrative Fund and Sinking Fund contributions according to clause 52.2 (“Continuing payments”).

# **Strata Management Statement for Dee Why Grand**

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## **Part 6**

### **Shared Facilities**

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## **53 Overview of Shared Facilities**

### **53.1 What are they?**

There are a number of facilities and services in Dee Why Grand which are:

- (a) used by two or more Members; or
- (b) located on the land of a Member but used by another Member or Members.

These facilities and services are called Shared Facilities. A list of Shared Facilities (with a description of each) is in Schedule 1 ("List of Shared Facilities").

### **53.2 What do Shared Facilities include?**

Subject to clause 53.3 ("Availability of Shared Facilities"), Shared Facilities and costs for Shared Facilities include:

- (a) the Shared Facilities described in Schedule 1 ("List of Shared Facilities"); and
- (b) plant and equipment which constitute a Shared Facility; and
- (c) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service a Member's part of Dee Why Grand; and
- (d) any rooms or areas in which Shared Facilities are located; and
- (e) the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (f) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (g) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (h) the inspection of Shared Facilities (if applicable) by a Government Agency; and

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- (i) the certification of Shared Facilities for the purposes of the law.

## 53.3 Availability of Shared Facilities

As part of the Development Works, the Developer may add to and augment Shared Facilities during the Development Period without complying with clause 54 (“Changing and adding to Shared Facilities”) and other provisions in this management statement for carrying out works (eg the Architectural Code). This means that not all of the Shared Facilities identified in Schedule 1 (“List of Shared Facilities”) and this clause 53 (“Overview of Shared Facilities”) will be available for use when this management statement is registered. If you are entitled to use a Shared Facility, you may do so only after the Developer notifies the Committee that Development Works for the Shared Facility are complete.

See clause 27 (“Development Works”) for more information.

## 53.4 Access routes to Shared Facilities

Subject to this management statement, a Shared Facility includes any part of Dee Why Grand giving access to and egress from a Shared Facility by the route specified in an Easement, or if no route is specified, by the most direct route or the route nominated by the Committee (acting reasonably).

## 53.5 Rights and obligations of the Committee

Subject to this management statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities. The Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities. See clause 54.2 (“Powers of the Committee”) for more information.

## 53.6 Shared Facilities and Common Property

Some items of Common Property are designated in this management statement as Shared Facilities. If you are an Owners Corporation, you authorise the Committee to perform its functions and exercise its rights under this management statement in respect of that Common Property.

## 53.7 Shared Facilities and Stratum Lots

Some items in Stratum Lots are designated in this management statement as Shared Facilities. If you are the Owner of a Stratum Lot, you authorise the Committee to perform its functions and exercise its rights under this management statement in respect of those items.

## 53.8 Who may use Shared Facilities?

The column titled “Member benefited” in Schedule 1 (“List of Shared Facilities”) specifies which Members are entitled to use a Shared Facility. If a Member entitled to use a Shared Facility:

- (a) is an Owners Corporation, the Owners and Occupiers of Strata Lots in the Strata Scheme for the Owners Corporation are entitled use the Shared Facility; and
- (b) is the Owner of a Stratum Lot, the Occupiers of the Stratum Lot are entitled to use the Shared Facility.

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Where an Owner of a Stratum Lot is entitled to use a Shared Facility and that Stratum Lot (or part of the Stratum Lot) is subdivided by a subdivision plan or Strata Plan, then all new Members, Owners and Occupiers created by the subdivision are also entitled to use the Shared Facility.

## **53.9 When can you use Shared Facilities?**

If you are entitled to use a Shared Facility, you may do so at all times unless this management statement or the Easements specify otherwise.

## **53.10 Easements**

Some of the Shared Facilities may be the subject of Easements. The Committee and each Member agrees in favour of each Grantor to perform the functions and exercise the rights of the Grantor according to the Easement affecting Shared Facilities. Each Grantor agrees that the Committee may perform the functions and exercise the rights under those Easements.

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## **54 Changing and adding to Shared Facilities**

### **54.1 Interpreting this clause**

This clause 54 (“Changing and adding to Shared Facilities”) is subject to the Developer’s rights to carry out Development Works and clause 53.3 (“Availability of Shared Facilities”).

### **54.2 Powers of the Committee**

The Committee may, by Unanimous Resolution (subject to clause 40.5 (“Matters requiring a unanimous decision of certain Members”)):

- (a) add Shared Facilities if it identifies new Shared Facilities; and
- (b) create new Shared Facilities; and
- (c) change existing Shared Facilities; and
- (d) change the use of existing Shared Facilities; and
- (e) modify or replace existing Shared Facilities; and
- (f) extend Shared Facilities; and
- (g) remove Shared Facilities.

### **54.3 Rights of the Developer**

If during or upon completion of the Development Works the Developer adds any other Shared Facilities which are not identified in Schedule 1 (“List of Shared Facilities”) at the date this management statement is registered, then the contributions for any additional Shared Facility will be in the proportions determined by the Developer acting reasonably. The Members must adopt the proportions so determined by passing a Unanimous Resolution.

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## 54.4 Obligations of Members

If you are a Member, you must agree to amend Schedule 1 (“List of Shared Facilities”), Schedule 2 (“Division of costs for Shared Facilities”) and Schedule 3 (“Shared Facilities Plan”) to reflect anything the Committee resolves to do under this clause 54 (“Changing and adding to Shared Facilities”).

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## 55 Changing the costs for Shared Facilities

### 55.1 Powers of the Committee

Subject to this clause 55 (“Changing the costs for Shared Facilities”), the Committee may, by Unanimous Resolution (subject to clause 40.5 (“Matters requiring a unanimous decision of certain Members”)), change costs, add new costs or adjust the division of costs for Shared Facilities in Schedule 2 (“Division of costs for Shared Facilities”).

### 55.2 Reasons for exercising powers

The Committee may change the costs, add new costs or adjust the division of costs for Shared Facilities only if:

- (a) the costs for Shared Facilities will be more fairly divided; and
- (b) the fairness of the division of costs is supported by at least one expert consultant report (unless all Members Entitled to Vote agree to waive this requirement).

### 55.3 What must occur before power can be exercised?

Before the Committee changes the cost, adds new costs or adjusts the division of costs for Shared Facilities, at least one of the following must occur:

- (a) the Committee has resolved to deal with the Shared Facility under clause 54 (“Changing and adding to Shared Facilities”); or
- (b) Dee Why Grand changes; or
- (c) the Committee identifies new Shared Facilities; or
- (d) the use of Shared Facilities changes; or
- (e) Shared Facilities are repaired, modified or replaced; or
- (f) a Shared Facility is removed; or
- (g) anything else happens which affects the costs or apportionment of costs for Shared Facilities.

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## 56 Using approved contractors

### 56.1 Overview

Many of the Shared Facilities in Dee Why Grand are highly technical and affect other components in the development. As a result:

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- (a) Shared Facilities, building works and services must be maintained to a high standard; and
- (b) only contractors approved by the Committee may do structural building works and maintain or replace Shared Facilities (except for a Shared Facility that is only used by one Member or if this management statement specifies otherwise).

## 56.2 Obligations of the Committee

The Committee must:

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

The Committee may decide to approve a contractor in its absolute discretion and may approve contractors who are not Service Providers.

## 56.3 Obligations of Members, Owners and Occupiers

You must use approved contractors for all work described in this clause 56 (“Using approved contractors”).

However, this obligation does not apply to the Developer when it carries out Development Works.

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## 57 Damage to Shared Facilities

### 57.1 What are your obligations?

You must:

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

### 57.2 Some prohibitions

You must not interfere with Shared Facilities other than according to this management statement or the Easements.

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## 58 Car Parking

### 58.1 Overview

The Car Park is divided into three operational components:

- (a) residential apartments car park - forming part of Residential on Level B3;
- (b) commercial suites car park - forming part of Commercial on Levels B3 and B2; and
- (c) the Retail Car Park, and that part of the Hotel Lot and the Bottle Shop Lot which comprise Car Spaces, (the arrangements for which are dealt with in more detail in clause 59 ("Retail Car Park")).

### 58.2 Controlling traffic in the Carpark Accessways

The Committee may:

- (a) impose a speed limit for traffic in the Carpark Accessway; and
- (b) impose reasonable restrictions on the use of the Carpark Accessway; and
- (c) install speed humps and other traffic controlled devices in the Carpark Accessway; and
- (d) install signs to control traffic in the Carpark Accessway and, in particular, traffic entering and leaving the Car Park of Dee Why Grand.

### 58.3 Residential Visitor Parking

If you are the Owner or Occupier of an Apartment:

- (a) you may allow your genuine visitors to park in the Visitor Carpark provided your visitors park there on a casual basis;
- (b) you may give your genuine visitors any security access code or other Security Key device in order to obtain access to Visitor Carpark for casual parking;
- (c) you must not give any security access code or other Security Key device to any person who is not a genuine visitor to your Apartment; and
- (d) you must not park, and you must not allow your visitors to park in the Visitor Carpark for any purpose other than casual visitor parking.

The Committee must provide the Retail Car Park Owner with regular reports detailing the use of the Retail Car Park by residential visitors under this clause 58.3 ("Residential Visitor Parking"). The Committee must provide these reports to the Retail Car Park Owner on a weekly basis, or other basis as agreed with the Retail Car Park Owner from time to time.

### 58.4 Hours of Operation of Car Park

- (a) The Car Park must be capable of being accessed by Owners and Occupiers of the Apartments and Owners and Occupiers of the

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Commercial Suites for the purpose of access to that part of the Car Park which comprises Residential or Commercial, at all hours, subject only to emergency and temporary closure for maintenance, repair and replacement.

- (b) The Owners and Occupiers of the Retail Car Park Lot may close the Retail Car Park subject to:
  - (i) maintaining access under clause 58.4(a);
  - (ii) clause 59 ("Retail Car Park"); and
  - (iii) this clause 58 ("Car Parking").

## 58.5 Car Parking Rules and standing orders

The Committee may make rules and standing orders regarding the operation of the Car Park which:

- (a) restrict, control or regulate the way the Owners and Occupiers of Apartments and Commercial Suites and their visitors access, egress and use the Car Park, including in particular the access ramps and car parking control equipment; and
- (b) are not inconsistent with this clause 58 ("Car Parking") and clause 59 ("Retail Car Parking").

The purpose of the rules and standing orders are to protect the efficient and safe operation of the Car Park and not to restrict the operation of the Retail Car Park for the benefit of the Retail Owner, the Hotel Owner or the Bottleshop Owner or their customers. The rules and standing orders may not restrict the operation of the Retail Car Park for the benefit of the Retail Owner, the Hotel Owner or the Bottleshop Owner or their customers.

## 58.6 No parking on Carpark Accessway

You and your visitors, invitees, contractors, staff and customers must not park or stand a motor vehicle on the Carpark Accessway other than according to this management statement or (so far as the Carpark Accessway) is part of a Strata Scheme) the by-laws for the relevant Strata Scheme.

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## 59 Retail Car Park

### 59.1 Ownership and Control over the Retail Car Park Area

Each of the Hotel Owner and the Bottle Shop Owner has granted an easement over the part of the Car Park which is located within their Lot to the Owner and authorised users of the Retail Car Park for a term of 50 years commencing from the grant of the easement. By virtue of its ownership of the Retail Car Park and its easement over that part of the Car Park located within the Hotel and Bottle Shop, the Owner and Occupiers of the Retail Car Park controls, and operates the Retail Car Park Area.

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## 59.2 Financial

The Retail Car Park Area will operate as a public parking station. The Retail Car Park Owner and Occupier are permitted to charge for parking within the Retail Car Park Area, and the Retail Car Park Owner and Occupier have an expectation of operating the Retail Car Park Area for commercial gain.

Except as set out in this management statement, no Member, Owner or Occupier nor any of their visitors, invitees, staff or contractors is entitled to park within the Retail Car Park Area unless:

- (a) they pay the charges levied from time to time by the Retail Car Park Owner or Occupier; and
- (b) they comply within the terms and conditions imposed by the Retail Car Park Owner or Occupier from time; and
- (c) there are available car parking spaces.

## 59.3 Charges and Terms and Conditions

Subject to clause 59.4 ("Special Arrangements"), the Owner or Occupier of the Retail Car Park may impose and alter such charges, terms and conditions and opening and closing hours of the Retail Car Park Area as the Owner or Occupier of the Retail Car Park decides in its discretion.

## 59.4 Special Arrangements

The Retail Car Park Owner and (if any) the Retail Car Park Occupier must provide:

- (a) the Hotel Owner and its customers a minimum of two hours free parking or such longer period as may be agreed by the Retail Car Park Owner;
- (b) the Bottle Shop Owner and its customers a minimum of one hour free parking or such longer period as may be agreed by the Retail Car Park Owner; and
- (c) the Hotel Owner and the Bottleshop Owner twelve permanent parking spaces free of charge in that part of the Retail Car Park on the north west corner of Level B2 of the Car Park immediately adjacent to the Bottleshop as shown in the Plan in Schedule 3;
- (d) the Hotel Owner a number of validated tickets allowing free parking in the Retail Car Park as may be agreed between the Retail Owner and the Hotel Owner from time to time in order to allow the Hotel Owner to provide to their regular patrons such validated tickets. The purpose of this provision is to allow the Hotel Owner to offer additional services to their patrons in recognition of their patronage or for such similar or appropriate purposes as may be reasonably determined from time to time by the Hotel Owner; and
- (e) the Retail Occupiers' customers a minimum of two hours free parking or such longer period as may be agreed by the Retail Car Park Owner; and

for a term of:

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- (f) in the case of the Hotel and their customers, 50 years, commencing from the grant of the easement referred to in clause 59.1 ("Ownership and Control over the Retail Car Park Area"); and
- (g) in the case of a Retail Occupier's customers, the term of the relevant Retail Occupier's lease of premises within Dee Why Grand, including any lease for a further term under an option to renew and any period of holding over; and
- (h) in the case of the Retail Owner, for the duration of this Management Statement.

## 59.5 Express Car Park spaces

Subject to any law or development consent conditions to the contrary, the Members including the Retail Car Park Owner acknowledge that the Bottle Shop Owner may designate up to 20 car spaces directly adjacent to the entrance to the bottle shop located on the title to the Bottles Shop as '30 minute express Carspaces', provided that:

- (a) the Retail Owner and customers of the Retail Occupiers may use those Carspaces as 30 minute express Carspaces as shown on the plan in Schedule 3; and
- (b) the Bottleshop Owner or Occupier must not make any representation (including erecting any sign) that creates the impression that the 30 minute express Carspaces are for the exclusive use of its employees, agents, customers or invitees.

## 59.6 Operation of Retail Car Parking

The Retail Car Park is not a Shared Facility, and is therefore operated and controlled by the Retail Car Park Owner or (if any) the Retail Car Park Occupier subject only to this management statement and the easements described in clause 59.1 ("Ownership and Control over the Retail Car Park").

## 59.7 Amendment to Special Arrangements

Notwithstanding any other clause to the contrary, clause 59.4 ("Special Arrangements") and this clause 59.7 ("Amendment to Special Arrangements") may only be amended with the consent of the Hotel Owner and the Bottle Shop Owner.

No amendment to 59 affects the Supermarket Occupier's rights to free parking under its Lease of the Supermarket.

## 59.8 Contribution for Shared Facilities relating to Car Park by Hotel and Bottle Shop Owner

In consideration for the Hotel Owner and the Bottle Shop Owner granting an easement over part of the Car Park which is located within their Stratum Lot, the other members agree and acknowledge that unless otherwise provided in Schedule 2, the Hotel Owner and the Bottle Shop Owner are not liable for any contributions for Shared Facilities located within the Car Park. This restriction does not apply if the Committee determines by special resolution that security is required due to the Hotel's or Bottle Shop's trading hours but only outside the hours of 7.00am to 12.00 midnight 7 days per week. In such circumstances,

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where the Committee deems that security is required (whether security personnel or otherwise), the Hotel Owner must provide security to that part of the Car Park immediately adjacent to the Hotel but only for those hours that the Hotel and Bottleshop trade outside the hours of 7.00am to 12.00 midnight 7 days per week.

## 59.9 Licensed Areas

The Retail Car Park Owner must allow the Supermarket Occupier access across the Retail Car Park to and from that part of the Retail Car Park on which the three trolley bays identified on the Shared Facilities Plan as SF55 (each with an area of approximately 18m<sup>2</sup>) are located and to store in that area the Supermarket Occupier's shopping trolleys.

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## 60 Restricting access to parts of Dee Why Grand and issuing Security Keys

### 60.1 An integrated security system

Security at Dee Why Grand is important to all Members, Owners and Occupiers. To maintain an integrated security system, this management statement regulates access and security issues and the use of security equipment (eg the provision of Security Keys).

### 60.2 Restricting access to parts of Dee Why Grand

Subject to this management statement and the Easements, the Committee may:

- (a) restrict by Security Key access to the carpark levels of any part of Dee Why Grand; and
- (b) close off or restrict your access to parts of Dee Why Grand to which you do not require access for the purpose of getting to your Apartment, Commercial Suite or Stratum Lot; and
- (c) restrict access to Shared Facilities, including the Swimming Pool and Gym by Members, Owners and Occupiers who are not entitled to use them; and
- (d) secure doors or gates in Dee Why Grand between the hours it determines are appropriate to preserve the security of Dee Why Grand and to protect Members, Owners and Occupiers and their property; and
- (e) allow security personnel to use part of the Common Property to operate or monitor security of Dee Why Grand. The Committee may exclude you from using these parts of Dee Why Grand; and
- (f) make agreements with another party (eg the Facilities Manager) to exercise its functions under this management statement. The agreements may have provisions requiring you to pay the other party an administration fee.

### 60.3 Provision of Security Keys

The Committee must provide:

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- (a) each Member with a Security Key to access their component of Dee Why Grand; and
- (b) each Owner and Occupier of an Apartment or Commercial Suite with a Security Key to access their Apartment or Commercial Suite; and
- (c) each Member, Owner and Occupier with a Security Key to access Shared Facilities which they are entitled to use,

but only if that access is controlled by an integrated security system for Dee Why Grand.

## 60.4 Charging fees for Security Keys

The Committee may charge you a fee or bond if you want additional or replacement Security Keys.

## 60.5 Your rights and obligations

You must:

- (a) take all reasonable steps not to lose a Security Keys; and
- (b) return Security Keys to the Committee if you do not need them or are no longer a Member, Owner or Occupier; and
- (c) notify the Committee immediately if you lose a Security Key; and
- (d) comply with the reasonable instructions of the Committee about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

## 60.6 Some prohibitions

You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not a Member, an Owner or an Occupier; or
- (c) interfere with or shut down any part of the integrated security system for Dee Why Grand without consent from the Committee; or
- (d) if you are an Owners Corporation, restrict access to Common Property or Shared Facilities in your Strata Scheme without consent from the Committee; or
- (e) do anything that might prejudice the security or safety of Dee Why Grand.

## 60.7 Who owns Security Keys?

Security Keys belong to the Committee.

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## 60.8 Leasing procedures

If you lease your Apartment or Commercial Suite, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Committee when they no longer occupy the Apartment or Commercial Suite.

## 60.9 Managing the Security Key system

The Committee has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Committee to be re-coded; and
- (c) enter into agreements with Service Providers, the Strata Manager or the Facilities Manager about the provision and management of Security Keys and the management of security systems generally.

## 60.10 Access rights under Easements

Under several of the Easements:

- (a) Grantees have unimpeded access to parts of Dee Why Grand which may be regulated by Security Keys; and
- (b) the Committee must promptly provide Security Keys requested or required by a Grantee under the Easements.

---

## 61 Using the Swimming Pool and Gym

### 61.1 Who may use the Swimming Pool and Gym?

Owners and Occupiers of Apartments and of Commercial Suites may use the Swimming Pool and Gym according to this clause 61 ("Using the Swimming Pool and Gym") and any Rules made by the Committee about using the Swimming Pool and Gym.

### 61.2 Can your guests use the Swimming Pool and Gym?

If you are the Owner or Occupier of an Apartment or of a Commercial Suite, your visitors may use the Swimming Pool and Gym if you accompany them at all times.

### 61.3 Conditions for using the Swimming Pool and Gym

You may use the Swimming Pool and Gym only during the hours nominated by the Committee. You must:

- (a) ensure that an adult exercising effective control accompanies children under 12 who are in your care when the children use or are in the Swimming Pool and Gym; and
- (b) be adequately clothed when you use or are in the Swimming Pool and Gym.

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## 61.4 Some prohibitions

If you are entitled to use the Swimming Pool and Gym, you must not:

- (a) bring glass (eg drinking glasses) or sharp objects into the Swimming Pool and Gym; or
- (b) do anything that might be dangerous when you are in the Swimming Pool and Gym; or
- (c) make noise or behave in a way that might or does interfere with the use and enjoyment of the Swimming Pool and Gym by another Owner or Occupier; or
- (d) bring food or drink into the Swimming Pool and Gym. However, you do not need consent to bring them (other than alcoholic drinks) in sealable plastic containers into the Swimming Pool and Gym; or
- (e) hold parties or other functions (eg swimming classes) in the Swimming Pool and Gym without consent from the Committee; or
- (f) interfere with, operate or adjust pumps or other equipment servicing the Swimming Pool and Gym.

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## 62 Using the Garbage Holding Area

### 62.1 Who may use the Garbage Holding Area?

The Owners and Occupiers of Apartments have the use of part of the Loading Dock Area (UGGR) designated as a holding area for the temporary storage of garbage and recyclable materials prior to collection by Council or a garbage removalist.

The Owners and Occupiers of Commercial have the use of part of the Loading Dock Area (UGGC) designated as a holding area for the temporary storage of garbage and recyclable materials prior to collection by Council or a garbage removalist.

The Garbage Holding Area (SF 56 ) is available for use by Owners and Occupiers of Commercial, the Hotel, the Bottle Shop and Retail as specified in Schedule 1 ("List of Shared Facilities").

### 62.2 Conditions for use

If you are entitled to use the Garbage Holding Area, you must use it only for the temporary storage of garbage and recyclable materials prior to collection by Council or a garbage removalist.

### 62.3 Conditions of use

You must at your cost:

- (a) store your garbage and recyclable materials in the Garbage Holding Area in clean and sanitary bins (which you must provide); and

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- (b) arrange for your garbage and recyclable bins and materials to be removed from your Commercial Suite or Apartment and placed in the Garbage Holding Area; and
- (c) return your garbage and recyclable bins to the garbage room for your Strata Scheme or Stratum Lot within 24 hours after your garbage and recyclable materials are removed from Dee Why Grand.

## 62.4 Paying costs

The Garbage Holding Area is a Shared Facility. Members must contribute to the costs for the Garbage Holding Area in accordance with Schedule 2 ("Division of costs for Shared Facilities"). This Shared Facility excludes costs incurred by you to transport garbage and recyclable materials to the Garbage Holding Area.

The costs for the part of the Loading Dock Area (UGGR) designated as a holding area for the temporary storage of garbage and recyclable materials for the Owners and Occupiers of Apartments must be paid for by Residential.

The costs for the part of the Loading Dock Area (UGGC) designated as a holding area for the temporary storage of garbage and recyclable materials for the Owners and Occupiers of Commercial must be paid for by Commercial.

## 62.5 Requirements in By-Laws

The By-Laws for each Strata Scheme respectively may provide for the storage and disposal of garbage and recyclable materials in those Strata Schemes. The provisions in this clause 62 ("Using the Garbage Holding Area") apply in addition to the provisions in the By-Laws.

---

## 63 Residential garbage storage and removal

### 63.1 Overview

Garbage storage and removal for the residential Strata Scheme works like this:

- (a) Owners and Occupiers of Apartments place their household garbage in the garbage and recycling bins located on Common Property within their Strata Scheme (if that facility is available under the By-Laws).
- (b) each Owners Corporation stores the household garbage and recyclable materials in the garbage room for their Strata Scheme in clean and sanitary bins (which each Owners Corporation must provide).
- (c) Residential bins must only be placed in that part of the Loading Dock Area (UGGR) nominated for collection of residential garbage and recyclable materials by the Committee from time to time.

### 63.2 Requirements in By-Laws

The By-Laws for each residential Strata Scheme may provide for the storage and disposal of garbage and recyclable materials in those Strata Schemes. The provisions in this clause 63 ("Residential garbage storage and removal") apply in addition to the provisions in the By-Laws.

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## 63.3 Obligations of Owners Corporations

Each Owners Corporation (at their cost):

- (a) must maintain, clean and repair the Common Property residential garbage room servicing their Strata Scheme;
- (b) must make its own arrangements (or jointly with other Owners Corporations if preferred) for the regular removal of your garbage and recyclable materials from the Common Property garbage rooms throughout their Strata Scheme; and
- (c) must transport their bins from the residential garbage room for their Strata Scheme using the Goods Lift (SF 4) to the Loading Dock Area for collection by Council; and
- (d) must not leave their garbage or recyclable materials in the designated part of the Loading Dock Area more than 8 hours before the regularly scheduled Council collection date; and
- (e) must return their garbage and recyclable bins to your residential garbage room within 6 hours after your garbage and recyclable materials are removed from Dee Why Grand; and
- (f) must keep the designated part of the Loading Dock Area clean and tidy and immediately remove any rubbish and clean that part of the Loading Dock Area if garbage or recyclable materials are spilled.

## 63.4 Obligations of the Committee

The Committee must maintain and repair the Residential Garbage Holding Area.

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## 64 Using the Loading Dock Area

### 64.1 Who can use the Loading Dock Area?

You may use the Loading Dock Area according to this clause 64 ("Using the Loading Dock Area").

### 64.2 Loading Dock Manager

The Committee may appoint a person to assist the Committee to perform its functions in relation to management of the Loading Dock Area, such person is expected to be, but is not required to be, the Facilities Manager. The person appointed must be approved by the Retail Car Park Owner, the Hotel Owner and the Bottle Shop Owner and the Retail Owner.

### 64.3 Operation of the Loading Dock

The Loading Dock comprises four distinct loading areas as identified on the Shared Facilities Plan with the following functions, subject to this clause 64 ("Using the Loading Dock Area"):

| Loading Dock Area | Function |
|-------------------|----------|
|-------------------|----------|

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|            |                                                                                                                                                                                                               |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dock No. 1 | Exclusively for the use of the of the Supermarket Occupier.                                                                                                                                                   |
| Dock No. 2 | Shared by contractors accessing the Loading Dock for garbage and waste removal, Occupiers of Retail, Commercial and Residential.                                                                              |
| Dock No. 3 | Exclusively for the use of the occupiers of the Hotel and the Bottle Shop.                                                                                                                                    |
| Dock No. 4 | Exclusively for Retail Occupiers (except the Supermarket) and the Bottleshop Owner. Preference is given to the occupier of the mini-major tenancy of approximately 1,680m <sup>2</sup> on Lower Ground Level. |

The Occupiers who have exclusive use of a Loading Dock Area:

- (a) must maintain, repair, clean and manage the Loading Dock Area that that Occupier has the exclusive use of; and
- (b) notwithstanding clause 64.2 ("Loading Dock Manager"), must give reasonable consideration to request for temporary casual use of their dock areas by other Occupiers when they are not required for the use of the Occupier having exclusivity (but there is no obligation to agree to that temporary or casual use).

## 64.4 The Operational Matters

- (a) The Loading Dock Area must be operated such that it can be used and accessed during the hours of operation prescribed by the Council.
- (b) The Committee may make rules and standing orders regarding the operation of the Loading Dock Area which are not inconsistent with this clause 64 ("Using the Loading Dock Area").

## 64.5 When can you use the Loading Dock?

- (a) Persons having exclusivity of a Loading Dock Area are not required to make any reservations to use their exclusive part of the Loading Dock Area, but excluding Dock No. 4.
- (b) Other Members may use Dock No. 2 (and allow persons delivering items to those Members) to use Dock No. 2 for the purpose of loading and unloading items between the hours determined by the Committee and provided that:
  - (i) you do so quickly; and
  - (ii) you have previously reserved use of Dock No. 2 with the Committee or the Loading Dock Manager (as relevant) before the delivery in accordance with any notice requirements prescribed by Rules; and

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- (iii) an Owner or Occupier has not previously reserved use of the Dock No. 2; and
  - (iv) you comply with the reasonable directions of the Committee or the Loading Dock Manager (as relevant).
- (c) As an Occupier of Retail or the Bottleshop, you may only use Dock No 4, provided that:
  - (i) you do so quickly; and
  - (ii) you have previously reserved use of Dock No. 4 with the Committee or the Loading Dock Manager (as relevant) before the delivery in accordance with any notice requirements prescribed by Rules; and
  - (iii) an Owner or Occupier has not previously reserved use of the Dock No. 4, but excluding the occupier of the mini major tenancy of approximately 1,680 m2 on Lower Ground Level who is to be given preference, notwithstanding prior reservations by other persons; and
  - (iv) you comply with the reasonable directions of the Committee or the Loading Dock Manager (as relevant).
- (d) You may use the Loading Dock Area according to any standing arrangements between you and the Committee or the Loading Dock Manager (as relevant) according to clause 64.6 ("Loading Dock Rules and standing orders").

## 64.6 Loading Dock Rules and standing orders

The Committee may make rules and standing orders regarding the operation of the Loading Dock Area which are not inconsistent with this clause 64 ("Using the Loading Dock Area").

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## 65 Paying for Services

### 65.1 Obligations of the Committee

The Committee must regularly read sub-meters (if any) which measure Services relating to Shared Facilities.

### 65.2 Advance payments

To ensure that the Committee has sufficient funds to pay for Services, the Committee may:

- (a) require Members to make advance payments on account of their future Services costs; and
- (b) include an amount for advance payments in a Member's Administrative Fund contributions.

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## **65.3 Overpayments**

If you overpay your Service costs, the Committee must each Financial Year apply the overpayment to the next Services cost owed by you.

## **65.4 Underpayments**

If you underpay your Services costs, the Committee must each Financial Year apply any underpayment to the next Services costs owed by you. You must immediately pay the Committee any shortfall between your advance payment and the actual consumption cost for your Strata Scheme or Stratum Lot.

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## **66 Subsurface Drainage System**

### **66.1 Maintenance of Subsurface Drainage System**

The Subsurface Drainage System is a Shared Facility. The Committee must regularly clean and maintain the subsurface drainage system to ensure that it remains in good working condition, and comply with the requirements of Government Agencies as set out in any development approvals applicable to Dee Why Grand and in effect from time to time.

---

## **67 Access to Meters**

### **67.1 Owners to provide access to meters**

Owners must ensure that where a meter is located on an Owner's Strata Lot or Stratum Lot but is a meter which services another Strata Lot or Stratum Lot, that the relevant Strata Lot or Stratum Lot Owner gives all reasonable access to that part of an Owner's Strata Lot or Stratum Lot that houses the meter for the purpose of inspecting, reading, repairing and replacing that meter.

---

## **68 Encroaching Structures**

### **68.1 No objection to encroaching structures**

There are a number of encroachments between Stratum Lots within Dee Why Grand which are not covered by an easement to permit the encroaching structure. Owners must ensure that any such encroaching structure is permitted to remain, notwithstanding that there is no registered easement in place relating to the encroaching structure.

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## **69 Deed of Agreement with Prescribed Authority or Imposition of Positive Covenant in favour of Prescribed Authority and its Contractors**

### **69.1 Agreement or arrangement with Prescribed Authority**

If required by a Prescribed Authority an Owner must (to the extent required by the Prescribed Authority):

- (a) enter into a deed of agreement with the Prescribed Authority for the benefit of the Prescribed Authority and its authorised users; and

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- (b) enter into some other agreement or arrangement with the Prescribed Authority for the imposition of a positive covenant in favour of the Prescribed Authority,

pursuant to which or whereby access onto and over an Owner's Strata Lot or Stratum Lot may be granted to the Prescribed Authority and its authorised users for the collection of waste and recyclables and ancillary functions, and whereby the Owner must cooperate with the Prescribed Authority in relation to the registration at Land and Property Information NSW of any positive covenant of the kind referred to in this clause 68 ("Deed of Agreement with Prescribed Authority or Imposition of Positive Covenant in favour of Prescribed Authority and its Contractors").

Such arrangements may extend to releasing the Prescribed Authority and its employees, agents and authorised users from any liability for any damage to property caused in performing waste collection services and ancillary functions.

## 69.2 Amendment of this clause and Other Instruments

This clause 68 ("Deed of Agreement with Prescribed Authority or Imposition of Positive Covenant in favour of Prescribed Authority and its Contractors"), arrangement or legal instrument referred to in this clause 68 ("Deed of Agreement with Prescribed Authority or Imposition of Positive Covenant in favour of Prescribed Authority and its Contractors"), may not be amended, revoked or otherwise removed or rendered nugatory by Owners or any other person or body including the Committee, without the prior written consent of the relevant Prescribed Authority.

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## 70 Retail Car Park Owner

### 70.1 Acknowledgement by Owners

Although Schedule 1 - List of Shared Facilities may provide that the Retail Car Park Owner has the benefit of a Shared Facility, the Retail Car Park Owner may not be required to contribute to the cost of that Shared Facility unless otherwise provided for in Schedule 2 or with the consent of the Retail Car Park Owner.

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### Part 7 Miscellaneous

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#### **71 How to resolve Disputes**

##### **71.1 Interpretation**

For the purpose of this clause, “party” or “parties” means the party or parties to a Dispute. The party or parties to a Dispute may be the Committee, a Member, an Owner or an Occupier.

##### **71.2 Resolution of Disputes**

The parties to a Dispute must endeavour in good faith to resolve their Dispute before taking action under this clause 71 (“How to resolve Disputes”).

##### **71.3 Dispute Notice**

A party may give another party a Dispute Notice if they are unable to resolve their Dispute under clause 71.2 (“Resolution of Disputes”). In the Dispute Notice the party must:

- (a) describe what the Dispute is about; and
- (b) identify the provisions of this management statement or the law that applies to the Dispute; and
- (c) state the position of the party; and
- (d) set out the facts and other circumstances on which the party relies; and
- (e) attach copies of correspondence and other documents mentioned in the Dispute Notice.

##### **71.4 Negotiation**

Within ten Business Days after a party gives a Dispute Notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If the parties cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

- (a) at 2.00 pm on the date which is ten Business Days after the Dispute Notice was given; and
- (b) at Dee Why Grand or by telephone conference.

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## 71.5 Referring a Dispute to expert determination

If the parties cannot resolve their Dispute by negotiation, a party may give a Determination Notice requiring the parties to:

- (a) refer the Dispute to an independent expert for determination; and
- (b) appoint an expert to determine the Dispute.

## 71.6 Appointing an expert

If the parties cannot agree on an expert within five Business Days after a party gives a Determination Notice, a party may ask the chairperson of Institute of Strata Title Management Limited to:

- (a) appoint an appropriate expert having regard to the nature of the Dispute; and
- (b) determine the remuneration of the expert.

## 71.7 Instructions to the expert

The parties must instruct the expert to:

- (a) act as an expert and not as an arbitrator; and
- (b) determine the rules for the conduct of the expert determination; and
- (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

## 71.8 Conducting expert determination

If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.

## 71.9 Expert determination

The expert:

- (a) is not bound to observe the rules of natural justice or the rules of evidence; and
- (b) may obtain and refer to documents and information not provided by the parties; and
- (c) must determine the Dispute and give written reasons for the determination within one month of being appointed.

## 71.10 Binding effect

The determination by the expert is final and binding on the parties to the Dispute without appeal so far as the law allows.

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## 71.11 Expert determination about Shared Facility costs

If a Dispute about the proportion of a Member's cost for a Shared Facility is determined under this clause 71, the expert who determines the Dispute must determine any adjustments the Member or the Committee must pay.

## 71.12 Costs

The parties to the Dispute must:

- (a) pay their own costs in connection with the Dispute (unless the expert decides otherwise); and
- (b) pay their costs in connection with the Dispute.

---

## 72 How to serve notices

### 72.1 Methods of serving notices

Subject to the provisions in this management statement about convening and serving notices on Members of Meetings and Emergency Meetings, a notice must be:

- (a) delivered personally to the addressee; or
- (b) left at the Current Address of the addressee; or
- (c) sent by pre-paid ordinary post to the Current Address of the addressee; or
- (d) sent to the Current Fax Number of the addressee.

All notices and other communications to be served on the Committee by Members must be addressed to the Secretary.

### 72.2 When does a notice take effect?

A notice takes effect from the time it is received unless a later time is specified.

### 72.3 Receipt - post

If sent by post, a notice is taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

### 72.4 Receipt - fax

If sent by fax, a notice is taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

### 72.5 Form of notices

Unless stated otherwise in this management statement, all notices, certificates, consents and other communications in connection with this management statement must be in writing, signed by the sender (if an individual) or an authorised officer of the sender.

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## 72.6 Receipt - general

Despite clause 72.3 ("Receipt - post") and clause 72.4 ("Receipt - fax"), if a notice is received after 5.00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00am on the next Business Day.

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## 73 GST

### 73.1 Amounts are exclusive of GST

Unless otherwise expressly stated, all amounts payable under or in connection with this management statement are expressed to be exclusive of any amount of GST.

### 73.2 Obligation to pay GST

Where GST is imposed on any supply made under or in connection with this management statement by one party ("the supplying party") to another party ("the receiving party"), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

### 73.3 Differences in amounts

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

### 73.4 Reimbursement

Where one party ("payer") is liable to reimburse another party ("payee") for an expenditure incurred by the payee ("Expenditure"), the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this clause 73 ("GST").

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## 74 General

### 74.1 Discretion in exercising rights

The Committee, a Member or an Owner may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (unless this management statement expressly states otherwise).

### 74.2 Partial exercise of rights

If the Committee, a Member, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

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## **74.3 Approvals and consents**

By giving its approval or consent, the Committee, a Member or an Owner does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

## **74.4 Conflict of interest**

The Committee, Members, Owners and Occupiers may exercise their rights and remedies under this management statement even if this involves a conflict of duty or a party has a personal interest in their exercise.

## **74.5 Remedies cumulative**

The rights and remedies provided in this management statement are in addition to other rights and remedies given by law independently of this management statement.

## **74.6 Severability**

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement. The remainder of this management statement has full force and effect unless the severance alters the basic nature of this management statement or is contrary to public policy.

# Strata Management Statement for Dee Why Grand Part 8 Dictionary SP83746

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## 75 Definitions

These meanings, in any form, apply unless the contrary intention appears:

**Acoustic Standards** are the standards in Part 4 (“Acoustic Standards”) of the Architectural Code.

**Administrative Fund** means the fund established by the Committee according to clause 41 (“What funds must the Committee establish?”) to pay for the day-to-day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

**Apartments** means an apartment in any of the residential Strata Schemes in Dee Why Grand when subdivided by Strata Plan respectively.

**Appointment Form** means a form in or to be the effect of the form in Schedule 5 (“Appointment Form”) to appoint Representatives and Substitute Representatives.

**Architectural Code** means the architectural code for Dee Why Grand in Schedule 4.

**Architectural Standards** means the standards in Part 2 (“Architectural Standards and Architectural Works”) of the Architectural Code.

**Architectural Works** has the same meaning as it does in clause 5.2 (“Architectural Works”) of the Architectural Code.

**Balcony** includes a terrace.

**Bottle Shop** means the land and improvements in Lot 4 in DP 1146740 (and any Lots or Strata Schemes into which it is subdivided).

**Bottle Shop Owner** means the Owner of the Bottle Shop.

**Budget** means a budget for the Administrative Fund or the Sinking Fund prepared by the Committee according to clause 43 (“Preparing Budgets”).

**Building Standards** means the standards in Part 3 (“Building Standards and Buildings Works”) of the Architectural Code.

**Building Works** has the same meaning as it does in clause 16.3 (“Types of Building Works”) of the Architectural Code.

**Business Day** means a day on which banks in New South Wales are open for business (other than a Sunday, Saturday or public holiday in New South Wales).

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**By-Laws** means the by-laws for a Strata Scheme according to the Management Act.

**Car Park** means the car park described in clause 58.1.

**Carpark Accessways** means the accessways shown on the Shared Facilities Plans. The Carpark Accessways are a Shared Facility.

**Carspace** means any carspace in the Car Park.

**Chairperson** means the chairperson of the Committee.

**Commercial** means the land and improvements in Lot 5 in DP 1146740 (and any Lots and Strata Schemes into which it is to be subdivided).

**Commercial Owner** means the Owner of the Commercial or where the Commercial is subdivided by a Strata Plan, the Owners Corporation constituted on registration of that Strata Plan.

**Commercial Suite** means a lot in Commercial.

**Committee** means the building management committee established and maintained by the Members under clause 6 ("The Committee") and required by the Development Act and includes where the context permits, a sub-committee of the Committee.

**Common Property** means common property as that term is defined in the Management Act. For the purposes of this management statement, Common Property does not include common property which is or forms part of a Shared Facility.

**Common Property Building Works** has the same meaning as it does in clause 17.1 ("Definition") of the Architectural Code.

**Council** means Warringah Council.

**Current Address** for a Member, Owner or Occupier means the current address as shown on the last Membership Form at which a person may be served a notice or communication under this management statement.

**Current Fax Number** for a Member, Owner or Occupier means the current fax number as shown on the last Membership Form at which a person may be served a notice or communication under this management statement.

**Determination Notice** means a written notices given by a party to a Dispute according to clause 71.9 ("Expert determination").

**Developer** means Dee Why Projects Pty Limited (ACN 126 740 181) and its assigns.

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

**Development Period** means the period:

- (a) commencing on registration of this management statement; and

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- (b) ending 12 months after practical completion of the buildings comprising Dee Why Grand.

**Development Period Budget** means the budgets prepared by the Committee under clause 43.2 (“Budgets during the Development Period”).

**Development Works** means all building, construction and development works which the Developer considers necessary or desirable to carry out in Dee Why Grand, including:

- (a) building and demolition works; and
- (b) the installation, augmentation, connection and temporary disconnection of services and Shared Facilities; and
- (c) changing the location of Shared Facilities; and
- (d) placing in Dee Why Grand anything in connection with (a) to (c) above, including temporary signs, structures, building materials, fences, cranes and other equipment; and
- (e) rectification of defects.

**Development Works Application** means any application by the Developer to a Government Agency for approval to carry out Development Works.

**Dee Why Grand** means the land and buildings comprising Lots 1 to 6 inclusive in DP 1146740.

**Dispute** means any dispute, controversy or difference between the Committee, Members, Owners or Occupiers about:

- (a) the construction of this management statement; or
- (b) the rights or obligations of the Committee, a Member, an Owner or an Occupier under this management statement; or
- (c) amounts which the Committee determines for Administrative Fund or Sinking Fund contributions; or
- (d) the Committee passing or failing to pass a Resolution or Unanimous Resolution; or
- (e) the operation, maintenance, repair or replacement of a Shared Facility; or
- (f) the Architectural Code.

**Dispute Notice** means a written notice of a Dispute given by a party to a Dispute according to clause 71.3 (“Dispute Notice”).

**Easements** means the easements, restrictions on use and positive covenants benefiting or burdening any part of Dee Why Grand.

**Emergency Meeting** means a meeting of the Committee convened in an emergency according to Part 4 (“Meeting procedures and resolutions”).

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**External Appearance** means the appearance of any external surface of an Apartment, Commercial Suite or Dee Why Grand which is visible from outside the Apartment, Commercial Suite or Dee Why Grand.

**External Appearance Building Works** has the same meaning as it does in clause 18.2 (“Definition”) of the Architectural Code.

**Facilities Manager** means the Facilities Manager appointed by the Committee according to clause 11 (“Appointing a Facilities Manager”) to assist the Committee perform its functions in relation to Shared Facilities.

**Facilities Manager’s Office** means:

- (a) the areas set aside for use as a Facilities Manager’s office; and
- (b) air conditioning plant and equipment servicing the part of the Facilities Manager’s Office and any store room comprising the office.

**Financial Year** means a financial year of the Committee determined according to clause 42 (“Financial Years”).

**Fire Safety Device** means any item in Dee Why Grand (eg part of the integrated fire system for Dee Why Grand) which:

- (a) monitors the incidence of smoke, heat or fire; or
- (b) signals warnings of smoke, heat or fire; or
- (c) provides lighting or directional signals in the case of smoke, heat or fire; or
- (d) controls access into and out of Dee Why Grand in an emergency (eg fire stairs); or
- (e) notifies the fire brigade (or any other emergency agency) of smoke, heat, fire or an emergency in Dee Why Grand; or
- (f) retards the spread of smoke, heat or fire through Dee Why Grand; or
- (g) extinguishes fires in Dee Why Grand (eg hose reels and fire extinguishes); or
- (h) complies with statutory controls for fire safety.

**future Stratum Lot** means a Stratum Lot which will be created upon further subdivision of a Stratum Lot as described in this management statement.

**Garbage Holding Area** means the area identified on the Shared Facilities Plan as SF 56.

**Government Agency** means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation. In relation to a Development Works Application or Selling Activities Application, it means the Government Agency having the function to determine the application.

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**Grantee** means a Member who is benefited by an Easement which affects a Shared Facility.

**Grantor** means a Member who is burdened by an Easement which affects a Shared Facility.

**GST** means any form of goods and services tax or similar value added tax.

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth) and any other legislation or regulation which imposes, levies, implements or varies a GST and any applicable ruling issued by the Commissioner of Taxation.

**Hotel** means the land and improvements in Lot 3 in DP 1146740 (and any Lots and Strata Schemes into which it is subdivided).

**Hotel Owner** means the Owner of the Hotel.

**Insurance** means the insurances effected by the Committee (or the Members) for Dee Why Grand according to the Management Act and this management statement. It includes building insurance and public liability insurance for Shared Facilities.

**Loading Dock Area** means the loading dock areas identified in clause 64.3 ("Operation of the Loading Dock") shown on the Shared Facilities Plan as Loading Dock. The Loading Dock Area is a Shared Facility.

**Loading Dock Manager** means the manager appointed by the Committee under clause 64.2 to supervise the operation of the Loading Dock Area.

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

**Meeting** means a meeting of the Committee held according to Part 4 ("Meeting procedures and resolutions"). A Meeting includes a meeting held in writing according to clause 36.8 ("Special provisions for Meetings held in writing").

**Member Entitled to Vote** means, subject to clause 40.5 ("Matters requiring a unanimous decision of certain Members"), for the purposes of exercising their right to vote at a Meeting or an Emergency Meeting, a Member who has paid the Committee:

- (a) all of their Administrative Fund and Sinking Fund contributions up to date; and
- (b) all other money they owe the Committee under this management statement,

which are due and payable before the Meeting or Emergency Meeting commences.

**Members** means:

- (a) each Stratum Lot Owner; and
- (b) each Owners Corporation.

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**Membership Form** means a form in or to the effect of the form in Schedule 7 ("Membership Form").

**Occupier** means the occupier, lessee or licensee of an Apartment, Commercial Suite or Stratum Lot.

**Officer** means the Secretary, Treasurer or Chairperson of the Committee.

**Outstanding Levy Certificate** means a certificate provided by the Committee according to clause 15 ("Providing Outstanding Levy Certificates").

**Owner** means an owner or mortgagee in possession of an Apartment, Commercial Suite or Stratum Lot.

**Owners Corporation** means an owners corporation for a strata scheme at Dee Why Grand.

**Payment Notice** means an audited notice of payment issued by the Committee.

**Prescribed Authority** means a prescribed authority as defined in section 88E(1) of the *Conveyancing Act 1919*.

**Proxy Form** means a form in or to the effect of the proxy form in Schedule 6 ("Proxy Form").

**Registrar-General** means the Registrar-General at Land and Property Information (NSW).

**Representative** means a natural person appointed by a Member to represent them for the purposes of this management statement and to vote for them at Meetings and Emergency Meetings.

**Residential** means the land and improvements in Lot 6 in DP 1146740 (and any Lots or Strata Schemes into which it is subdivided).

**Residential Owner** means the Owner of Residential or where the Residential is subdivided by a Strata Plan, the Owners Corporation constituted on registration of that Strata Plan..

**Residential Garbage Holding Area** means the garbage holding area shown on the Shared Facilities Plan as SF56.

**Resolution** means a motion passed at a Meeting or an Emergency Meeting by a majority of votes cast by Members Entitled to Vote.

**Retail** means the land and improvements in Lot 2 in DP 1146740 (and any Lots and Strata schemes into which it is subdivided).

**Retail Areas** means the Retail Car Park, Retail and the Bottle Shop.

**Retail Car Park** means the land and improvements in Lot 1 in DP 1146740 (and any Lots or Strata schemes into which it is subdivided).

**Retail Car Park Area** mean the Retail Car Park and that part of the Car Park located within the Hotel and Bottle Shop and over which the Retail Car Park Owner has been granted an easement for parking.

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**Retail Car Park Owner** means the Owner of the Retail Car Park.

**Retail Owner** means the Owner of the Retail.

**Retail Occupier** means occupier, lessee or licensee of any part of the Retail.

**Rules** means rules made by the Committee according to clause 7.5 ("Making Rules") about the management, operation, maintenance and control of Dee Why Grand and Shared Facilities.

**Secretary** means the secretary of the Committee.

**Security Key** means a key, magnetic card or other device or information used in Dee Why Grand to open and close Shared Facility doors, gates or locks or to operate Shared Facility alarms, security systems or communication systems.

**Selling Activities** means the selling or leasing of Apartments, Commercial Suites or Stratum Lots by the Developer, including:

- (a) placing signs in Dee Why Grand, including on Common Property and Shared Facilities, which are associated with those activities; and
- (b) operating a sales office from any Apartment, Commercial Suite or Stratum Lot owned or leased by the Developer; and
- (c) fitting out and operating one or more display suites and marketing suites in Apartments, Commercial Suites and Stratum Lots owned or leased by the Developer.

**Selling Activities Applications** means an application by the Developer to a Government Agency for approval to carry out Selling Activities.

**Services** means shared services such as water, gas, sewerage and electricity or other utilities which are or supply a Shared Facility and which are separately metered or sub-metered.

**Service Contract** means an agreement entered into between the Committee and a Service Provider.

**Service Provider** means a person who provides services to the Committee including, operational, maintenance, repair and replacement services for Shared Facilities.

**Shared Facility Sub-Committee** means a sub-committee of the Committee constituted under clause 40.5 (which will make certain decisions regarding Shared Facilities which are shared by not all Members).

**Shared Facilities** means:

- (a) the items in clause 53.2 ("What do Shared Facilities include?") and Schedule 1 ("List of Shared Facilities"); and
- (b) costs for items like the Strata Manager, the Facilities Manager and premiums for insurances effected by the Committee; and
- (c) other facilities and services nominated by or according to this management statement as Shared Facilities.

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**Shared Facilities Plan** means the plan in Schedule 3 (“Shared Facilities Plan”) which shows the location of various Shared Facilities.

**Shared Facility Building Works** has the same meaning as it does in clause 19.2 (“Definition”) of the Architectural Code.

**Sinking Fund** means the fund established by the Committee according to clause 41.2 (“Sinking Fund”) to pay for the renewal and replacement of Shared Facilities.

**Standing Approvals** means the approvals granted by the Committee or an Owners Corporation according to clause 27 (“Approval process”) of the Architectural Code.

**Strata Management Statement** means the strata management statement for Dee Why Grand.

**Strata Manager** means the strata managing agent appointed by the Committee under clause 10 (“Appointing a Strata Manager”) to manage Dee Why Grand and to perform functions for the Committee.

**Strata Plan** means a strata plan registered according to the Development Act.

**Strata Lot** means any strata lot in a Strata Scheme.

**Strata Scheme** means a strata scheme in Dee Why Grand created according to the Development Act.

**Stratum Lot** means a lot (not being an Apartment or Commercial Suite) in Dee Why Grand which has not been subdivided by a Strata Plan under the Development Act.

**Stratum Lot Owner** means the registered owner of a Stratum Lot.

**Substitute Representative** means a natural person appointed by a Member to represent them for the purpose of this management statement as a substitute for their Representative.

**Subsurface Drainage System** means the drainage system comprising SF 13.

**Supermarket** means the supermarket approximately 4,000m<sup>2</sup> located as the Upper Ground Level within the Retail Lot.

**Supermarket Occupier** means occupier, lessee or licensee of the Supermarket.

**Swimming Pool and Gym** means the swimming pool and gymnasium and associated facilities shown on the Shared Facilities Plan as SF 39 & SF 41.

**Tax Invoice** has the same meaning as in the GST Law.

**Treasurer** means the treasurer of the Committee.

**Unanimous Resolution** means a motion passed at a Meeting which no Member Entitled to Vote casts a vote against. See also clause 40.5 (“Matters requiring a unanimous decision of certain Members”) relating to Unanimous Resolutions.

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**Visitor Carpark** means those car parking spaces marked “VIS” on the Strata Plan for the Strata Scheme relating to Residential.

**you** means a Member, an Owner or an Occupier.

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## 76 Interpretation

### 76.1 References to certain terms

Unless the contrary intention appears, a reference in this management statement to:

- (a) **(variations or replacement)** a document (including this management statement) includes any variation or replacement of it; and
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this management statement; and
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (d) **(singular includes plural)** the singular includes the plural and vice versa; and
- (e) **(you)** the word “you” means a Member, an Owner, an Occupier or the Strata Manager; and
- (f) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency; and
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (i) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (j) **(meaning not limited)** the words “include”, “including”, “for example” 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; and
- (k) **(next day)** if an act under this management statement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day; and
- (l) **(next Business Day)** if an event under this management statement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

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## 76.2 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this management statement.

# Strata Management Statement for Dee Why Grand

## Schedule 1 - List of Shared Facilities

Part 6 ("Shared Facilities") has important provisions about the use, costs and operation of Shared Facilities. This schedule should be considered in the context of part 6.

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| SF  | Shared Facility              | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Member benefited                     |
|-----|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| SF1 | Lift 1                       | <p>Lift 1 located on Commercial includes the lift cars, all wires, cables and motors and is marked SF1 on the Shared Facilities Plan.</p> <p>Costs include:</p> <ul style="list-style-type: none"> <li>(a) maintenance;</li> <li>(b) workcover lift registration;</li> <li>(c) cleaning maintenance;</li> <li>(d) lighting-globe replacement;</li> <li>(e) lift phone line rental, repairs and replacements; and</li> <li>(f) replacement.</li> </ul>                       | Bottle Shop Owner & Commercial Owner |
| SF2 | Lift 8 (Passenger & Trolley) | <p>Lift 8 (Passenger &amp; Trolley) located on Retail includes the lift cars, all wires, cables and motors and is marked SF2 in the Shared Facilities Plan.</p> <p>Costs include:</p> <ul style="list-style-type: none"> <li>(a) maintenance;</li> <li>(b) workcover lift registration;</li> <li>(c) cleaning maintenance;</li> <li>(d) lighting-globe replacement;</li> <li>(e) lift phone line rental, repairs and replacements; and</li> <li>(f) replacement.</li> </ul> | Retail Owner & Residential Owner     |

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| SF  | Shared Facility                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Member benefited                                                     |
|-----|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| SF3 | Goods Lift 10                   | <p>Goods Lift 10 located on Retail includes the lift cars, all wires, cables and motors and is marked SF3 on the Shared Facilities Plan.</p> <p>Costs include:</p> <ul style="list-style-type: none"> <li>(a) maintenance;</li> <li>(b) workcover lift registration;</li> <li>(c) cleaning maintenance;</li> <li>(d) lighting-globe replacement;</li> <li>(e) lift phone line rental, repairs and replacements; and</li> <li>(f) replacement.</li> </ul>                          | Retail Owner & Residential Owner                                     |
| SF4 | Sewer Pump Station              | <p>This Shared Facility includes, without limitation, the two sewer pumps and exhaust fan and all associated ducts, pipes and equipment, and is marked SF4 on the Shared Facilities Plan.</p> <p>Costs include repairs and maintenance and the replacement of the Sewer Pump Station.</p>                                                                                                                                                                                         | Retail Owner, Bottle Shop Owner & Hotel Owner                        |
| SF5 | Fire Stairs 1, 2, 3, 4, 5, 6, 7 | <p>This Shared Facility includes Fire Stairs 1, 2, 3, 4, 5, 6, and 7 which are marked as SF7 on the Shared Facilities Plan. These fire stairs connect basement level 3 to the top level of Dee Why Grand.</p> <p>Costs include:</p> <ul style="list-style-type: none"> <li>(a) cleaning maintenance;</li> <li>(b) annual certification;</li> <li>(c) repairs and maintenance; and</li> <li>(d) the intercom system located in the Hydraulics Plant Room within Retail.</li> </ul> | Retail Owner, Bottleshop Owner, Commercial Owner & Residential Owner |
| SF6 | Essential Fire Services         | <p>The Essential Fire Services are an integrated fire system located throughout the basement levels up to and including the upper ground floor including, without limitation:</p> <ul style="list-style-type: none"> <li>(a) the combined fire hydrant and sprinkler system and all booster pumps, valves, storage tanks and pipework associated with the fire hydrant and sprinkler system;</li> </ul>                                                                           | All Members except Retail Car Park Owner                             |

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| SF | Shared Facility | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Member benefited |
|----|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
|    |                 | <p>(b) the fire pump and fire control room;</p> <p>(c) all fire hose reels and fire extinguishers;</p> <p>(d) the fire line rental and test calls;</p> <p>(e) the EWIS and fire alarm systems including speakers, alarms and associated electrical components;</p> <p>(f) the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;</p> <p>(g) stair pressurisation systems including all motors, fans, ducting, grills, filters, electrical components and other items that form part of the stair pressurisation systems;</p> <p>(h) the emergency lighting system including all light fittings, batteries and other components forming part of the emergency lighting system;</p> <p>(i) the fire indicator panel and mimic panel together with their associated electrical components; and</p> <p>(j) all other items and features associated with the integrated fire system.</p> <p>Costs for Essential Fire Services also include the costs to comply with any obligations of the Committee regarding fire safety such as testing, reporting and annual certification.</p> <p>This does not include additional fire safety equipment or services installed in a Lot by a Member, Owner or Occupier and does not include any fire stairs.</p> |                  |

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| SF   | Shared Facility                                                       | Description                                                                                                                                                                                                                                                                                                                                                                                       | Member benefited                     |
|------|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| SF7  | B3 Shared Driveways and Ramps                                         | <p>This Shared Facility includes the shared driveways on basement level 3 and the vehicular access ramps between basement level 2 and basement level 3.</p> <p>Costs include:</p> <ul style="list-style-type: none"> <li>(a) cleaning maintenance;</li> <li>(b) lighting globe replacement;</li> <li>(c) line markings;</li> <li>(d) signage; and</li> <li>(e) repair and maintenance.</li> </ul> | Commercial Owner & Residential Owner |
| SF8  | B3 Car Park Wall Structures and Underside of Concrete Roof Slab       | <p>This Shared Facility includes the concrete roof slabs and structures located within the Car Park on basement level 3.</p> <p>Costs include repairs and maintenance and the replacement of the wall structures and roof slabs.</p>                                                                                                                                                              | Commercial Owner & Residential Owner |
| SF9A | B2 Car Park Wall Structures adjacent to lot 3 and lot 5 in DP 1146740 | <p>This Shared Facility includes the structures located within the Car Park on basement level 2.</p> <p>Costs include repairs and maintenance and the replacement of the wall structures.</p>                                                                                                                                                                                                     | Hotel Owner & Commercial Owner       |
| SF9B | B2 Car Park Wall Structures adjacent to lot 1 DP 1146740              | <p>This Shared Facility includes the structures located within the Car Park on basement level 2.</p> <p>Costs include repairs and maintenance and the replacement of the wall structures.</p>                                                                                                                                                                                                     | Retail Owner & Commercial Owner      |
| SF9C | B2 Car Park Roof Slabs                                                | <p>This Shared Facility includes the concrete roof slabs located within the Car Park on basement level 2.</p> <p>Costs include repairs and maintenance and the replacement of the roof slabs.</p>                                                                                                                                                                                                 | Retail Owner & Commercial Owner      |
| SF10 | B1 Car Park Wall Structures and Underside of Concrete Roof Slab       | <p>This Shared Facility includes the concrete roof slabs and structures located within the Car Park on basement level 1.</p> <p>Costs include repairs and maintenance and the replacement of the wall structures and roof slabs.</p>                                                                                                                                                              | Retail Owner & Bottle Shop Owner     |

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| SF   | Shared Facility                           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Member benefited                        |
|------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| SF11 | Car Park Exhaust                          | <p>The Car Park Exhaust includes the plenums, fans, risers and openings located within basement level 3 perimeter walls and on other levels.</p> <p>Costs include repairs and maintenance and the replacement of the plenums, fans, risers and openings.</p>                                                                                                                                                                                                                                                                                                                                             | All Members                             |
| SF12 | Car Park Supply                           | <p>The Car Park Supply includes the plenums, grilles, ducts and fans located within basement level 3 perimeter walls and on other levels.</p> <p>Costs include repairs and maintenance and the replacement of the plenums, grilles, ducts and fans.</p>                                                                                                                                                                                                                                                                                                                                                  | All Members                             |
| SF13 | Subsurface Drainage System and Stormwater | <p>This Shared Facility includes:</p> <ul style="list-style-type: none"> <li>(a) stormwater; and</li> <li>(b) the drainage system for Dee Why Grand including drainage for roof water, downpipes, hydraulic pipes and stormwater drainage;</li> <li>(c) all hydraulic, subsoil pumps, pits and stormwater grates and drains.</li> </ul> <p>Costs include repairs and maintenance and the replacement of the Subsurface Drainage System and Stormwater.</p> <p>This Shared Facility does not include any parts of the drainage system which are for the exclusive use of a Member, Owner or Occupier.</p> | All Members                             |
| SF14 | Mechanical Risers                         | <p>This Shared Facility includes the 2 mechanical risers located on all levels.</p> <p>Costs include repairs and maintenance and the replacement of the Mechanical Risers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                           | All Members excluding Residential Owner |

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| SF   | Shared Facility                | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Member benefited                       |
|------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| SF15 | Grease Arrester and Room       | <p>The Grease Arrester is located in basement level 2 and marked as SF15 on the Shared Facilities Plan.</p> <p>This Shared Facility includes:</p> <ul style="list-style-type: none"> <li>(a) all pipes, ducts, vents and other services and equipment associated with the use, operation, maintenance, repair and pump out of the grease trap;</li> <li>(b) the costs of the treatment and quarterly removal of grease;</li> <li>(c) the cleaning of the room in which the grease arrester is located (monthly); and</li> <li>(d) the wastesafe fees charged by Sydney Water on a quarterly basis.</li> </ul> | Retail Owner & Hotel Owner             |
| SF16 | B2 Ramp Roller Shutter         | <p>This Shared Facility includes one roller shutter located on basement level 2.</p> <p>Costs include maintenance, repair and replacement of the boom gates.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                              | Commercial Owner and Residential Owner |
| SF17 | B2 Shared Driveways and Ramps  | <p>This Shared Facility includes the shared driveways on basement level 2 and the vehicular access ramps between basement level 1 and basement level 2.</p> <p>Costs include:</p> <ul style="list-style-type: none"> <li>(a) cleaning maintenance;</li> <li>(b) lighting globe replacement;</li> <li>(c) line markings;</li> <li>(d) signage; and</li> <li>(e) repair and maintenance.</li> </ul>                                                                                                                                                                                                             | All Members                            |
| SF18 | Car Park Supply Air Plant Room | <p>This Shared Facility houses the plant for the Car Park Supply (SF12) and is marked as SF18 on the Shared Facilities Plan.</p> <p>Costs include the cleaning, repairs and replacement of this Shared Facility and cost of replacement of light bulbs in Car Park Supply Air Plant Room.</p>                                                                                                                                                                                                                                                                                                                 | All Members                            |

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| SF   | Shared Facility               | Description                                                                                                                                                                                                                                                                                                                                                                                                                                              | Member benefited                |
|------|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| SF19 | Goods Lift 12                 | <p>Goods Lift 12 located on Retail includes the lift cars, all wires, cables and motors and is marked SF24 on the Shared Facilities Plan.</p> <p>Costs include:</p> <ul style="list-style-type: none"> <li>(a) maintenance;</li> <li>(b) workcover lift registration;</li> <li>(c) cleaning maintenance;</li> <li>(d) lighting-globe replacement;</li> <li>(e) lift phone line rental, repairs and replacements; and</li> <li>(f) replacement</li> </ul> | Retail Owner & Commercial Owner |
| SF20 | Electrical Switch Room        | <p>This Shared Facility includes:</p> <ul style="list-style-type: none"> <li>(a) the Electrical Switch Room located on basement level 1 and shown as SF20 on the Shared Facilities Plan;</li> <li>(b) includes the room, the switchboard, shared metres, controls and associated equipment;</li> <li>(c) the cleaning maintenance, repairs and replacement; and</li> <li>(d) lighting globe replacement.</li> </ul>                                      | All Members                     |
| SF21 | B1 Shared Driveways and Ramps | <p>This Shared Facility includes the shared driveways on basement level 1 and the vehicular access ramps between Sturdee Pde and basement level 1.</p> <p>Costs include:</p> <ul style="list-style-type: none"> <li>(a) cleaning maintenance;</li> <li>(b) lighting globe replacement;</li> <li>(c) line markings;</li> <li>(d) signage; and</li> <li>(e) repair and maintenance.</li> </ul>                                                             | All Members                     |

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| SF   | Shared Facility                           | Description                                                                                                                                                                                                                                                                                                                                                                                                                        | Member benefited                         |
|------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| SF22 | Interconnecting Stair 8                   | <p>This Shared Facility includes stairs located on basement level 1 connecting the Hotel to the Bottle Shop which are marked SF22 on the Shared Facilities Plan.</p> <p>Costs include:</p> <ul style="list-style-type: none"> <li>(a) cleaning maintenance;</li> <li>(b) lighting globe replacement;</li> <li>(c) repairs and maintenance; and</li> <li>(d) replacement of the interconnecting stairs or parts thereof.</li> </ul> | Hotel Owner and Bottle Shop Owner        |
| SF23 | Entry and Exit Boom Gates -Sturdee Pde    | <p>This Shared Facility includes the two boom gates and associated security equipment including ticketing machine and pay station located on basement level 1, which provide the entry and exit from the Car Park to Sturdee Ave. The boom gates are both marked SF23 on the Shared Facilities Plan.</p> <p>Costs include maintenance, repair and replacement of the boom gates.</p>                                               | All Members                              |
| SF24 | Planter Boxes and Planters - lower ground | <p>This Shared Facility includes the five planter boxes which are located on the lower ground floor adjoining Pacific Pde.</p> <p>Costs include maintenance, repair and replacement of the planter boxes, planters and plants within the planter boxes and planters.</p>                                                                                                                                                           | All Members except Retail Car Park Owner |
| SF25 | Paving                                    | <p>This Shared Facility includes the paving at the entrance to the ramps located on the lower ground floor which continues to retail 1 &amp; 2.</p> <p>Costs include cleaning, repairs and replacement of the paving.</p>                                                                                                                                                                                                          | All Members                              |
| SF26 | Panelift Door - Pacific Pde               | <p>This Shared Facility includes the panelift door which is located on the lower ground floor on the Pacific Pde side of Dee Why Grand.</p> <p>Costs include maintenance, repair and replacement of the door.</p>                                                                                                                                                                                                                  | All Members                              |

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| SF    | Shared Facility                   | Description                                                                                                                                                                                                                                                                                                                                                                                                    | Member benefited                         |
|-------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| SF27  | Car Park Supply Air Intake Louvre | This Shared Facility includes the louvres located on the lower ground floor used for the purposes of the Car Park supply air intake.<br><br>Costs include repair and replacement of the louvres.                                                                                                                                                                                                               | All Members                              |
| SF28  | Fan Room & Associated Equipment   | This Shared Facility houses the supply fans for the Shared Facilities in Dee Why Grand, is located on the lower ground floor and is marked SF28 on the Shared Facilities Plan. This Shared Facility includes the fans, ducts, pipes, wires, filters and equipment associated with the fan intake system.<br><br>Costs include cleaning, maintenance, repairs and replacement of the equipment in the Fan Room. | All Members                              |
| SF 29 | Cleaners Room                     | This Shared facility is located on basement level 1 within the Retail Car Park and includes all cleaning equipment, sinks, mechanical exhausts, roller shutter, ducts, pipes and associated equipment.<br><br>Costs include cleaning, maintenance, repairs and replacement as well as the cost of replenishing cleaning supplies.                                                                              | All Members                              |
| SF30  | Panelift Door - Sturdee Pde       | This Shared Facility includes the panelift door which is located on the upper ground floor on the Sturdee Pde side of Dee Why Grand.<br><br>Costs include maintenance, repair and replacement of the door.                                                                                                                                                                                                     | All Members                              |
| SF31  | Planters - Sturdee Pde            | This Shared Facility includes the 4 planters which are located on the upper ground floor on the Sturdee Pde side of Dee Why Grand near Retail entry and the planters which are located in the through site link.<br><br>Costs include maintenance, repair and replacement of the planters and plants located within planters.                                                                                  | All Members except Retail Car Park Owner |
| SF32  | Exterior Gutters and Downpipes    | This Shared Facility includes all guttering and downpipes located on the exterior of the building.<br><br>Costs include cleaning, repair and replacement of the gutters and downpipes.                                                                                                                                                                                                                         | All Members except Retail Car Park Owner |

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| SF   | Shared Facility                        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                    | Member benefited                                               |
|------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| SF33 | Detention Tank                         | <p>This Shared Facility includes the two water detention tanks and all filters, pipes, pumps, structures and equipment associated with the detention tank. The Detention Tank is located on the upper ground floor and is marked SF33 on the Shared Facilities Plan.</p> <p>Costs include inspection and cleaning of the filters and Detention Tank, repairs and replacement of the Detention Tank and associated equipment.</p>               | All Members except Retail Car Park Owner                       |
| SF34 | Loading Dock Driveway and Loading Dock | <p>This Shared Facility is located on the upper ground floor on the Sturdee Pde side of Dee Why Grand and is marked SF34 on the Shared Facilities Plan.</p> <p>Costs for this Shared Facility include:</p> <ul style="list-style-type: none"> <li>(a) the driveway to access the Loading Dock;</li> <li>(b) cleaning maintenance;</li> <li>(c) line markings;</li> <li>(d) signage;</li> <li>(e) repairs;</li> <li>(f) replacement.</li> </ul> | Subject to by-law 64, all Members except Retail Car Park Owner |
| SF35 | Loading Dock Automatic Door            | <p>This Shared Facility includes the automatic door giving access to the Loading Dock.</p> <p>Costs for this Shared Facility include maintenance, repair and replacement of the automatic door.</p>                                                                                                                                                                                                                                            | All Members except Retail Car Park Owner                       |
| SF36 | Communications Room                    | <p>The Communications Room is located on the upper ground floor and is marked SF36 on the Shared Facilities Plan. This Shared Facility includes cabling and associated equipment relating to the Communications Room. The Communications Room houses the communications and building management equipment for Dee Why Grand.</p> <p>Costs for this Shared Facility include cleaning, repairs and light globe replacement.</p>                  | All Members except Retail Car Park Owner                       |

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| SF   | Shared Facility                             | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Member benefited                         |
|------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| SF37 | Hydraulic Plant Room & Associated Equipment | <p>This Shared Facility houses the plant for the incoming water service and is located on the upper ground floor and marked SF37 on the Shared Facilities Plan. This Shared Facility includes all associated equipment.</p> <p>Costs for this Shared Facility include cleaning, repairs, replacement and light globe replacement.</p>                                                                                                                                                                                                                                                                                                                                                  | All Members except Retail Car Park Owner |
| SF38 | Hydrant Booster & Fire Sprinkler Room       | <p>This Shared Facility is located on the upper ground floor and is marked SF38 on the Shared Facilities Plan.</p> <p>It includes:</p> <ul style="list-style-type: none"> <li>(a) fire hydrant system, which includes all booster pumps, valves, storage tanks and pipework associated with the fire hydrant system;</li> <li>(b) sprinkler system including all booster pumps, valves, storage tanks, pipework and electrical components that form part of the fire sprinkler system;</li> <li>(c) hose reels and fire extinguishers;</li> <li>(d) diesel and electric booster pumps;</li> <li>(e) hydrant booster pump room; and</li> <li>(f) lighting globe replacement.</li> </ul> | All Members except Retail Car Park Owner |
| SF39 | Gymnasium                                   | <p>This Shared Facility includes the gymnasium on Residential level 1 of building 2 and is marked SF39 on the Shared Facilities Plan.</p> <p>Costs of this Shared Facility include:</p> <ul style="list-style-type: none"> <li>(a) change room with unisex toilet, basin and shower;</li> <li>(b) one disabled toilet;</li> <li>(c) cleaning;</li> <li>(d) maintaining and replacing equipment;</li> <li>(e) replenishing bathroom supplies; and</li> <li>(f) repairs and replacement.</li> </ul>                                                                                                                                                                                      | Commercial Owner & Residential Owner     |

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| SF   | Shared Facility                                             | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Member benefited                     |
|------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| SF40 | Air Intake Plant Room and Plant Room & Associated Equipment | <p>This Shared Facility is located on level 1 of building 4 and is marked SF40 on the Shared Facilities Plan. This Shared Facility includes the Air Intake Plant Room and Plant Room and all associated equipment.</p> <p>Costs include cleaning, repairs and maintenance of rooms and associated equipment.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                              | All Members                          |
| SF41 | Swimming Pool and Deck Surrounds including Barbeque Area    | <p>This Shared Facility comprises the swimming pool located on Residential in the podium level between buildings 2 and 4 and marked as SF41 on the Shared Facilities Plan. It includes the decking surrounding the pool, the pool fence, pool equipment, poolside seating, barbeque and barbeque area and all associated landscaping.</p> <p>Costs for Swimming Pool and Deck include:</p> <ul style="list-style-type: none"> <li>(a) pool and deck and deck surrounds maintenance;</li> <li>(b) water testing;</li> <li>(c) pool chemicals;</li> <li>(d) poolside seating;</li> <li>(e) barbeque and barbeque area;</li> <li>(f) pool heater;</li> <li>(g) associated landscaping and plants;</li> <li>(h) repairs and maintenance; and</li> <li>(i) replacement.</li> </ul> | Commercial Owner & Residential Owner |
| SF42 | Pool Plant Room                                             | <p>This Shared Facility includes the plant equipment required to run the Swimming Pool (SF 41).</p> <p>Costs include the maintenance of the Pool Plant Room and pool plant equipment, repairs and replacement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Commercial Owner & Residential Owner |

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| SF   | Shared Facility       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Member benefited                                                |
|------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| SF43 | Airconditioning Plant | <p>This Shared Facility is located on Commercial on the roof of building 4 and includes, without limitation the maintenance, repair and replacement of the air-conditioning plant including:</p> <ul style="list-style-type: none"> <li>(a) the four cooling towers;</li> <li>(b) 2 chillers;</li> <li>(c) low load chiller; and</li> <li>(d) all associated pipework, fans, heaters, pumps, switchboards, wiring meters associated ductwork and controls. This Shared Facility excludes the electricity and water supply to the Airconditioning Plant (SF46).</li> </ul> | Retail Owner, Hotel Owner, Bottle Shop Owner & Commercial Owner |
| SF44 | Insurance             | <p>Costs for insurance include:</p> <ul style="list-style-type: none"> <li>(a) premiums for insurance policies effected by the Committee (whether required by law or under this management statement); and</li> <li>(b) excesses on insurance policies effected by the Committee (whether required by law or under this management statement); and</li> <li>(c) insurance broker fees; and</li> <li>(d) other costs incurred by the Committee to effect an insurance policy or under an existing policy.</li> </ul>                                                       | All Members                                                     |

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| SF   | Shared Facility                                       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Member benefited                                                |
|------|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| SF45 | Electricity to Car Park                               | <p>This shared service comprises the costs for electrical consumption for Shared Facilities located in the Car Park (basement level 3 to the podium level excluding the electricity to the Retail Car Park) and includes the electricity provided to:</p> <ul style="list-style-type: none"> <li>(a) Sewer Pump Station (SF4);</li> <li>(b) Fire Stairs 1, 2, 3, 4, 5, 6, 7, (SF5);</li> <li>(c) Essential Fire Services (SF6);</li> <li>(d) Car Park Supply Air Plant Room (SF18);</li> <li>(e) the lighting within the Car Park (excluding the Retail Car Park) other than where individually metered to a Stratum Lot.</li> </ul> <p>This does not include:</p> <ul style="list-style-type: none"> <li>(a) costs for electrical consumption by an individual Member, Owner or Occupier; and</li> <li>(b) electrical wires, cables and ducts which are for the exclusive use of a Member, Owner or Occupier.</li> </ul> | All Members                                                     |
| SF46 | Electricity and water supply to Airconditioning Plant | This shared service comprises the costs for electrical and water consumption for the Airconditioning Plant (SF43).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Retail Owner, Hotel Owner, Bottle Shop Owner & Commercial Owner |

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| SF   | Shared Facility                                    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Member benefited |
|------|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| SF47 | Facilities Manager and Facilities Manager's Office | <p>This shared service includes, without limitation the services provided by the Facilities Manager appointed by the Committee to supervise the operation, routine and non-routine maintenance, repair and replacement of the Shared Facilities. Costs for facilities management services include, without limitation:</p> <ul style="list-style-type: none"> <li>(a) management fees and other fees (including the supervision fee) that the Committee must pay the Facilities Manager according to their agreement; and</li> <li>(b) other costs incurred by the Committee (including office rental, printing, stationery costs, office equipment, phone and internet provision) according to its agreement with the Facilities Manager; and</li> <li>(c) costs associated with routine and non-routine maintenance and repair of Shared Facilities in Dee Why Grand.</li> </ul> <p>This also includes the Facility Manager's Office (if any) provided and all cleaning, maintenance and repair of the Facility Manager's Office and all associated equipment.</p> | All Members      |

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| SF   | Shared Facility                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Member benefited |
|------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| SF48 | Strata Manager                  | <p>This shared service includes, without limitation the services provided by the Strata Manager appointed by the Committee. Costs for strata management services include, without limitation:</p> <ul style="list-style-type: none"> <li>(a) management fees and other fees that the Committee must pay the Strata Manager according to their agreement; and</li> <li>(b) other costs incurred by the Committee according to its agreement with the Strata Manager (including bank fees and disbursements); and</li> <li>(c) costs incurred by the Committee to maintain its records (including its financial records) according to this management statement; and</li> <li>(d) printing, stationery, photocopying and postage costs incurred by the Committee for all Committee correspondence; and</li> <li>(e) costs associated with the sinking fund established by the Committee for the renewal and replacement of Shared Facilities.</li> </ul> | All Members      |
| SF49 | Accounting, Audits and Taxation | <p>This shared service includes the costs for accounting, auditing and taxation advice by a qualified accountant and/or auditor appointed by the Committee according to this management statement. Its includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by law), lodgement of annual tax return and electronic access.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | All Members      |
| SF50 | Legal Fees                      | <p>This shared service includes legal fees incurred by the Committee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | All Members      |

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| SF   | Shared Facility                                          | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Member benefited                     |
|------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| SF51 | Consultants Fees                                         | <p>This shared service includes consultants costs including, without limitation:</p> <ul style="list-style-type: none"> <li>(a) consultants fees incurred by the Committee</li> <li>(b) preparation of a sinking fund forecast report; and</li> <li>(c) preparation of an OH&amp;S audit report and any other reports required by the Committee.</li> </ul>                                                                                                                                                                                                                                                                                           | All Members                          |
| SF52 | Security Surveillance Equipment                          | <p>This Shared Facility is located throughout basement level 1, basement level 2 and basement level 3 and includes, without limitation:</p> <ul style="list-style-type: none"> <li>(a) the CCTV system servicing the Shared Facilities, the Car Park (excluding the Retail Car Park) and entrances to Dee Why Grand including security cameras in Common Property and Shared Facilities; and</li> <li>(b) security equipment (for example, computers, monitors) monitoring security cameras in Common Property or Shared Facilities.</li> </ul> <p>Costs include the maintenance, repairs and replacement of the Security Surveillance Equipment.</p> | All Members                          |
| SF53 | Security Access Control and Intercom System for Car Park | <p>This Shared Facility includes:</p> <ul style="list-style-type: none"> <li>(a) Security Keys (and equipment for encoding Security Keys);</li> <li>(b) Security Key readers; and</li> <li>(c) intercoms, reed switches and electric strikes to Common Property and Shared Facilities and fire exits.</li> </ul> <p>Costs for this Shared Facility include the supply of the Security Keys, maintenance, repairs and replacement.</p>                                                                                                                                                                                                                 | Commercial Owner & Residential Owner |

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| SF     | Shared Facility                                              | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Member benefited                                               |
|--------|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| SF54   | Contingency                                                  | <p>This shared cost includes costs required to be outlaid by the Committee which are not known, expected or predicted.</p> <p>During the first Financial Year, these costs include costs for purchasing a computer, facsimile machine and other miscellaneous equipment.</p>                                                                                                                                                                                               | All Members                                                    |
| SF55   | Trolley Bays                                                 | <p>This Shared Facility is located on basement 1 &amp; 2 and is located in the Retail Car Park.</p> <p>The shared costs include cleaning and repair and maintenance of the metal rail and concrete curb.</p>                                                                                                                                                                                                                                                               | Bottle Shop Owner and Retail Owner                             |
| SF 56A | Garbage Holding Area (excluding UGGR and UGGC)               | <p>This Shared Facility is located at the rear of the loading dock on Retail and includes the caged and non caged areas for garbage collection, but specifically excludes UGGR (which is SF56B) and UGGC (which is SF56C).</p> <p>The shared costs include all costs relating to the Garbage Holding Area including regular cleaning, repair, maintenance and consumption of Services, including costs of placing garbage in the Garbage Holding Area and removing it.</p> | All Members except Retail Car Park Owner and Residential Owner |
| SF 56B | Garbage Holding Area UGGR                                    | <p>This Shared Facility is located at the rear of the loading dock on Retail and comprises area UGGR.</p> <p>The shared costs include all costs relating to UGGR including regular cleaning, repair, maintenance and consumption of Services, including costs of placing garbage in UGGR and removing it.</p>                                                                                                                                                              | Residential Owner                                              |
| SF 56B | Garbage Holding Area UGGC                                    | <p>This Shared Facility is located at the rear of the loading dock on Retail and comprises area UGGC.</p> <p>The shared costs include all costs relating to the UGGC including regular cleaning, repair, maintenance and consumption of Services, including costs of placing garbage in UGGC and removing it.</p>                                                                                                                                                          | Commercial Owner                                               |
| SF57A  | Testing and certification (Shared Facility air-conditioning) | <p>This shared cost includes the costs required for the annual testing and certification of the Shared Facility air-conditioning systems within Dee Why Grand.</p>                                                                                                                                                                                                                                                                                                         | All Members                                                    |

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| SF    | Shared Facility                                                                                                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Member benefited                             |
|-------|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| SF57B | Testing and certification (of fire services)                                                                    | This shared cost includes the costs required for the annual testing and certification of the fire services within Dee Why Grand.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | All Members                                  |
| SF58  | Loading Dock Manager                                                                                            | <p>This shared service includes, without limitation the services provided by the Loading Dock Manager appointed by the Committee to supervise the operation of the Load Dock Area. Costs for Loading Dock Manager services include, without limitation:</p> <ul style="list-style-type: none"> <li>(a) management fees and other fees (including the supervision fee) that the Committee must pay the Loading Dock Manager according to their agreement; and</li> <li>(b) required safety equipment and clothing required for the performance of the Loading Dock manager's role, including but not limited to safety vests and witches hats; and</li> <li>(c) other costs incurred by the Committee (including stationery and phone) according to its agreement with the Loading Dock Manager.</li> </ul> | All Members except the Retail Car Park Owner |
| SF59  | Signage                                                                                                         | This shared cost includes the cost of all directional and safety signage for Dee Why Grand.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | All Members                                  |
| SF60  | Substation and High Voltage Switch Room                                                                         | <p>This Shared Facility includes the substation and high voltage switch room and all related equipment (except that owned by Energy Australia) located at the entry of the Loading Dock Area.</p> <p>Costs include repairs and maintenance of the substation and high voltage switch room, except for that equipment owned by Energy Australia.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | All Members                                  |
| SF61  | Services - water consumption and standing charges through water meters for shared water servicing Dee Why Grand | <p>This Shared Facility includes the supply of water to Dee Why Grand that is not separately metered and used solely by a Member</p> <p>Costs include the charges for consumption of water and standing charges of the water utility provider.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | All Members                                  |

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| SF   | Shared Facility                                                                                           | Description                                                                                                                                                                                                                                                                                                                                              | Member benefited                               |
|------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| SF62 | Services - sewerage consumption and standing charges for shared sewerage services servicing Dee Why Grand | <p>This Shared Facility includes the supply of sewerage services to Dee Why Grand that is not separately metered and used solely by a Member, or is not otherwise used solely by a Member and levied directly to Member</p> <p>Costs include the charges for consumption of sewerage services and standing charges of the sewerage utility provider.</p> | All Members                                    |
| SF63 | Travelator                                                                                                |                                                                                                                                                                                                                                                                                                                                                          | Bottle Shop, Retail Owner                      |
| SF64 | Car Park Cleaning Basement 2                                                                              |                                                                                                                                                                                                                                                                                                                                                          | Retail Owner, Hotel Owner and Commercial Owner |
| SF65 | Car Park Cleaning Basement 3                                                                              |                                                                                                                                                                                                                                                                                                                                                          | Commercial Owner and Residential Owner         |
| SF66 | Car Park Cleaning Basement 1                                                                              |                                                                                                                                                                                                                                                                                                                                                          | Bottle Shop and Retail Owner                   |

# Strata Management Statement for Dee Why Grand

## Schedule 2 - Division of costs for Shared Facilities

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This schedule sets out the percentage of the total cost for each Shared Facility that each Member must pay. See schedule 1 for an explanation of each Shared Facility.

| No.  | Shared Facility                                                       | Retail Car Park Owner | Retail Owner | Hotel Owner | Bottle Shop Owner | Commercial Owner | Residential Owner | Method of Dividing Costs                            |
|------|-----------------------------------------------------------------------|-----------------------|--------------|-------------|-------------------|------------------|-------------------|-----------------------------------------------------|
| SF1  | Lift 1                                                                | 0%                    | 0%           | 20%         | 0%                | 80%              | 0%                | Estimated proportional usage of the Shared Facility |
| SF2  | Lift 8 (Passenger & Trolley)                                          | 0%                    | 90%          | 0%          | 0%                | 0%               | 10%               | Estimated proportional usage of the Shared Facility |
| SF3  | Good Lift 10                                                          | 0%                    | 75%          | 0%          | 0%                | 0%               | 25%               | Estimated proportional usage of the Shared Facility |
| SF4  | Sewer Pump Station                                                    | 0%                    | 5%           | 90%         | 5%                | 0%               | 0%                | Estimated proportional usage of the Shared Facility |
| SF5  | Fire Stairs 1, 2, 3, 4, 5, 6, 7                                       | 0%                    | 59%          | 0%          | 1%                | 14.5%            | 25.5%             | Estimated proportional usage of the Shared Facility |
| SF6  | Essential Fire Services                                               | 0%                    | 45%          | 5%          | 5%                | 20%              | 25%               | Estimated proportional usage of the Shared Facility |
| SF7  | B3 Shared Driveways and Ramps                                         | 0%                    | 0%           | 0%          | 0%                | 29%              | 71%               | Estimated proportional usage of the Shared Facility |
| SF8  | B3 Car Park Wall Structures and Roof Slabs                            | 0%                    | 0%           | 0%          | 0%                | 29%              | 71%               | Estimated proportional usage of the Shared Facility |
| SF9A | B2 Car Park Wall Structures adjacent to lot 3 and lot 5 in DP 1146740 | 0%                    | 0%           | 34%         | 0%                | 66%              | 0%                | Estimated proportional usage of the Shared Facility |

| No.  | Shared Facility                                          | Retail Car Park Owner | Retail Owner | Hotel Owner | Bottle Shop Owner | Commercial Owner | Residential Owner | Method of Dividing Costs                            |
|------|----------------------------------------------------------|-----------------------|--------------|-------------|-------------------|------------------|-------------------|-----------------------------------------------------|
| SF9B | B2 Car Park Wall Structures adjacent to lot 1 DP 1146740 | 0%                    | 95%          | 0%          | 0%                | 5%               | 0%                | Estimated proportional usage of the Shared Facility |
| SF9C | B2 Car Park Roof Slabs                                   | 0%                    | 45%          | 23%         | 0%                | 32%              | 0%                | Estimated proportional usage of the Shared Facility |
| SF10 | B1 Car Park Wall Structures and Underside Concrete Slab  | 0%                    | 88%          | 0%          | 12%               | 0%               | 0%                | Estimated proportional usage of the Shared Facility |
| SF11 | Car Park Exhaust                                         | 0%                    | 42%          | 0%          | 0%                | 27%              | 31%               | Estimated proportional usage of the Shared Facility |
| SF12 | Car Park Supply                                          | 0%                    | 42%          | 0%          | 0%                | 27%              | 31%               | Estimated proportional usage of the Shared Facility |
| SF13 | Subsurface Drainage System and Stormwater                | 0%                    | 25%          | 12.5%       | 12.5%             | 25%              | 25%               | Estimated proportional usage of the Shared Facility |
| SF14 | Mechanical Risers                                        | 0%                    | 42%          | 15%         | 15%               | 28%              | 0%                | Estimated proportional usage of the Shared Facility |
| SF15 | Grease Arrester and Room                                 | 0%                    | 45%          | 55%         | 0%                | 0%               | 0%                | Estimated proportional usage of the Shared Facility |
| SF16 | B2 Ramp Roller Shutter                                   | 0%                    | 0%           | 0%          | 0%                | 40%              | 60%               | Estimated proportional usage of the Shared Facility |
| SF17 | B2 Shared Driveways and Ramps                            | 0%                    | 50%          | 0%          | 0%                | 28%              | 22%               | Estimated proportional usage of the Shared Facility |
| SF18 | Car Park Supply Air Plant Room                           | 0%                    | 42%          | 0%          | 0%                | 27%              | 31%               | Estimated proportional usage of the Shared Facility |
| SF19 | Goods Lift 12                                            | 0%                    | 90%          | 0%          | 0%                | 10%              | 0%                | Estimated proportional usage of the Shared Facility |

| No.   | Shared Facility                           | Retail Car Park Owner | Retail Owner | Hotel Owner | Bottle Shop Owner | Commercial Owner | Residential Owner | Method of Dividing Costs                                                                                                                      |
|-------|-------------------------------------------|-----------------------|--------------|-------------|-------------------|------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| SF20  | Electrical Switch Room                    | 0%                    | 32%          | 4%          | 4%                | 22%              | 38%               | Relative gross floor area of the part of the building within each Stratum Lot which benefits from the Shared Facility according to schedule 1 |
| SF21  | B1 Shared Driveways and Ramps             | 0%                    | 42%          | 0%          | 0%                | 27%              | 31%               | Estimated proportional usage of the Shared Facility                                                                                           |
| SF22  | Interconnecting Stair 8                   | 0%                    | 0%           | 50%         | 50%               | 0%               | 0%                | Estimated proportional usage of the Shared Facility                                                                                           |
| SF23  | Entry and Exit Boom Gates - Sturdee Pde   | 0%                    | 42%          | 0%          | 0%                | 27%              | 31%               | Estimated proportional usage of the Shared Facility                                                                                           |
| SF24  | Planter Boxes and Planters - lower ground | 0%                    | 42%          | 8%          | 5%                | 20%              | 25%               | Equitable proportions going to appearance of building                                                                                         |
| SF25  | Paving                                    | 0%                    | 42%          | 8%          | 5%                | 20%              | 25%               | Equitable proportions going to appearance of building                                                                                         |
| SF26  | Panelift Door - Pacific Pde               | 0%                    | 42%          | 0%          | 0%                | 27%              | 31%               | Estimated proportional usage of the Shared Facility                                                                                           |
| SF27  | Car Park Supply Air Intake Louvre         | 0%                    | 54%          | 0%          | 0%                | 21%              | 25%               | Estimated proportional usage of the Shared Facility                                                                                           |
| SF28  | Fan Room                                  | 0%                    | 42%          | 0%          | 0%                | 27%              | 31%               | Estimated proportional usage of the Shared Facility                                                                                           |
| SF 29 | Cleaners Room                             | 0%                    | 45%          | 5%          | 5%                | 20%              | 25%               | Estimated proportional usage of the Shared Facility                                                                                           |
| SF30  | Panelift Door - Sturdee Pde               | 0%                    | 42%          | 0%          | 0%                | 27%              | 31%               | Estimated proportional usage of the Shared Facility                                                                                           |

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| No.  | Shared Facility                                             | Retail Car Park Owner | Retail Owner | Hotel Owner | Bottle Shop Owner | Commercial Owner | Residential Owner | Method of Dividing Costs                            |
|------|-------------------------------------------------------------|-----------------------|--------------|-------------|-------------------|------------------|-------------------|-----------------------------------------------------|
| SF31 | Planters - Shurdee Pde                                      | 0%                    | 42%          | 8%          | 5%                | 20%              | 25%               | Estimated proportional usage of the Shared Facility |
| SF32 | Exterior Gutters and Downpipes                              | 0%                    | 10%          | 5%          | 5%                | 20%              | 60%               | Estimated proportional usage of the Shared Facility |
| SF33 | Detention Tank                                              | 0%                    | 10%          | 5%          | 5%                | 20%              | 60%               | Estimated proportional usage of the Shared Facility |
| SF34 | Loading Dock Driveway and Loading Dock                      | 0%                    | 70%          | 10%         | 15%               | 2.5%             | 2.5%              | Estimated proportional usage of the Shared Facility |
| SF35 | Loading Dock Automatic Door                                 | 0%                    | 70%          | 10%         | 15%               | 2.5%             | 2.5%              | Estimated proportional usage of the Shared Facility |
| SF36 | Communications Room                                         | 0%                    | 45%          | 5%          | 5%                | 20%              | 25%               | Estimated proportional usage of the Shared Facility |
| SF37 | Hydraulic Plant Room & Associated Equipment                 | 0%                    | 70%          | 5%          | 5%                | 10%              | 10%               | Estimated proportional usage of the Shared Facility |
| SF38 | Hydrant Booster & Fire Sprinkler Room                       | 0%                    | 42%          | 5%          | 5%                | 30%              | 18%               | Estimated proportional usage of the Shared Facility |
| SF39 | Gymnasium                                                   | 0%                    | 0%           | 0%          | 0%                | 30%              | 70%               | Estimated proportional usage of the Shared Facility |
| SF40 | Air Intake Plant Room and Plant Room & Associated Equipment | 0%                    | 42%          | 5%          | 5%                | 23%              | 25%               | Estimated proportional usage of the Shared Facility |
| SF41 | Swimming Pool and Deck Surrounds including Barbeque Area    | 0%                    | 0%           | 0%          | 0%                | 30%              | 70%               | Estimated proportional usage of the Shared Facility |

| No.   | Shared Facility                        | Retail Car Park Owner | Retail Owner | Hotel Owner | Bottle Shop Owner | Commercial Owner | Residential Owner | Method of Dividing Costs                            |
|-------|----------------------------------------|-----------------------|--------------|-------------|-------------------|------------------|-------------------|-----------------------------------------------------|
| SF42  | Pool Plant Room & Associated Equipment | 0%                    | 0%           | 0%          | 0%                | 30%              | 70%               | Estimated proportional usage of the Shared Facility |
| SF43  | Airconditioning Plant                  | 0%                    | 42%          | 15%         | 5%                | 38%              | 0%                | Estimated proportional usage of the Shared Facility |
| SF44  | Insurance                              |                       |              |             |                   |                  |                   | To be determined annually by insurer or broker.     |
| SF45  | Electricity to Car Park                | 0%                    | 20%          | 0%          | 0%                | 40%              | 40%               | Estimated proportional usage of the Shared Facility |
| SF46  | Electricity to Airconditioning Plant   | 0%                    | 42%          | 15%         | 5%                | 38%              | 0%                | Estimated proportional usage of the Shared Facility |
| SF47A | Facilities Manager                     | 2%                    | 37%          | 8%          | 5%                | 15%              | 33%               | Estimated proportional usage of the Shared Facility |
| SF47B | Facilities Manager's Office            | 0%                    | 0%           | 8%          | 5%                | 54%              | 33%               | Estimated proportional usage of the Shared Facility |
| SF48  | Strata Manager                         | 2%                    | 37%          | 8%          | 5%                | 15%              | 33%               | Estimated proportional usage of the Shared Facility |
| SF49  | Accounting, Audits and Taxation        | 2%                    | 19.6%        | 19.6%       | 19.6%             | 19.6%            | 19.6%             | Estimated proportional usage of the Shared Facility |
| SF50  | Legal Fees                             | 2%                    | 19.6%        | 19.6%       | 19.6%             | 19.6%            | 19.6%             | Estimated proportional usage of the Shared Facility |
| SF51  | Consultants Fees                       | 2%                    | 19.6%        | 19.6%       | 19.6%             | 19.6%            | 19.6%             | Estimated proportional usage of the Shared Facility |
| SF52  | Security Surveillance Equipment        | 5%                    | 40%          | 5%          | 5%                | 20%              | 25%               | Estimated proportional usage of the Shared Facility |

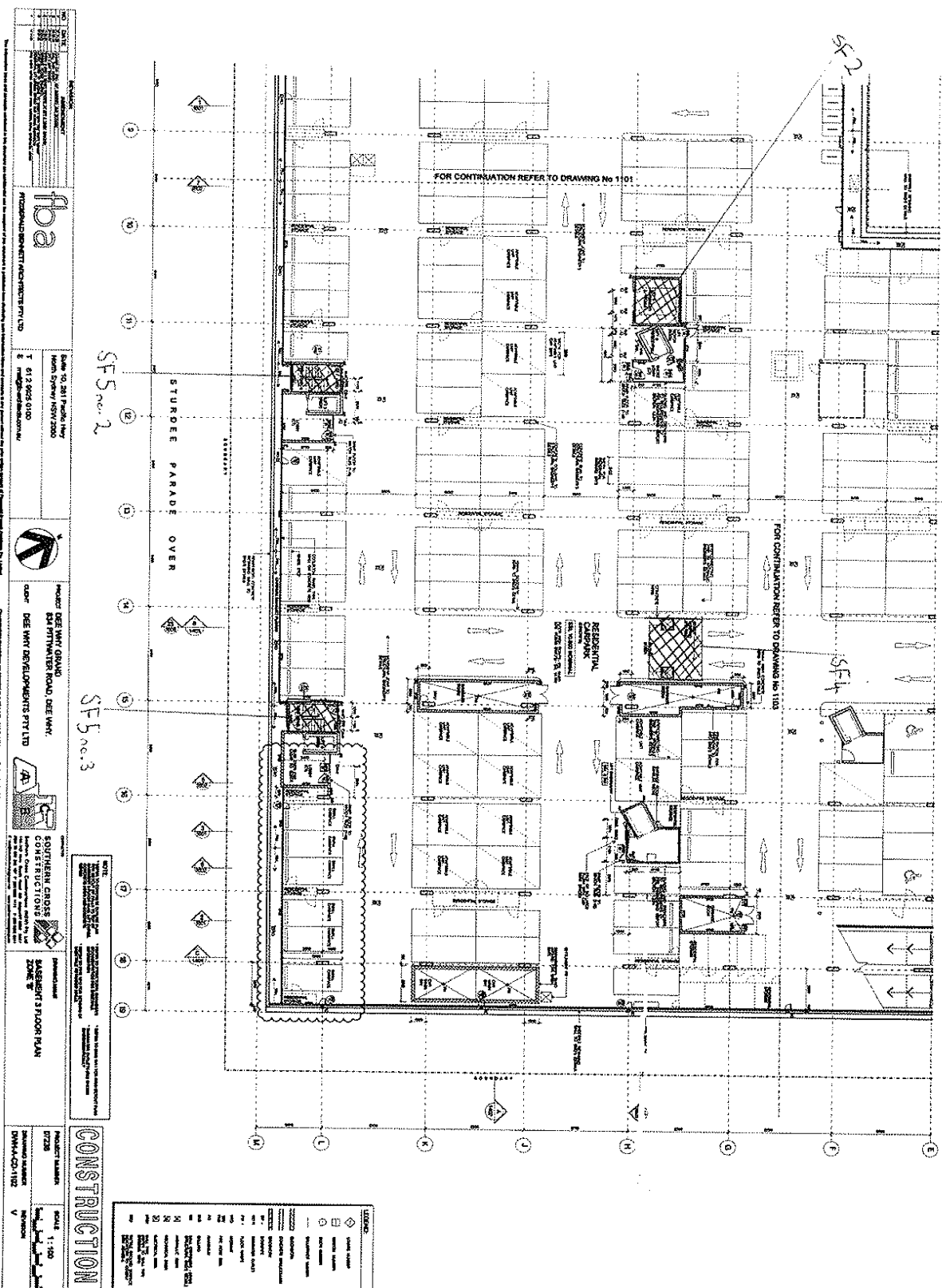
| No.   | Shared Facility                                | Retail Car Park Owner | Retail Owner | Hotel Owner | Bottle Shop Owner | Commercial Owner | Residential Owner | Method of Dividing Costs                            |
|-------|------------------------------------------------|-----------------------|--------------|-------------|-------------------|------------------|-------------------|-----------------------------------------------------|
| SF53  | Security Access Control and Intercom System    | 0%                    | 10%          | 0%          | 0%                | 40%              | 50%               | Estimated proportional usage of the Shared Facility |
| SF54  | Contingency                                    | 0%                    | 45%          | 5%          | 5%                | 20%              | 25%               | Estimated proportional usage of the Shared Facility |
| SF55  | Trolley Bays                                   | 0%                    | 90%          | 0%          | 10%               | 0%               | 0%                | Estimated proportional usage of the Shared Facility |
| SF56A | Garbage Holding Area (excluding UGGR and UGGC) | 0%                    | 60%          | 15%         | 10%               | 15%              | 0%                | Estimated proportional usage of the Shared Facility |
| SF56B | Garbage Holding Area UGGR                      | 0%                    | 0%           | 0%          | 0%                | 0%               | 100%              | Estimated proportional usage of the Shared Facility |
| SF56C | Garbage Holding Area UGGC                      | 0%                    | 0%           | 0%          | 0%                | 100%             | 0%                | Estimated proportional usage of the Shared Facility |
| SF57A | Testing and certification (air-conditioning)   | 0%                    | 48%          | 15%         | 5%                | 32%              | 0%                | Estimated proportional usage of the Shared Facility |
| SF57B | Testing and Certification of fire services     | 0%                    | 25%          | 8%          | 5%                | 21%              | 41%               | Estimated proportional usage of the Shared Facility |
| SF58  | Loading Dock Manager                           | 0%                    | 70%          | 10%         | 10%               | 5%               | 5%                | Estimated proportional usage of the Shared Facility |
| SF59  | Signage                                        | 0%                    | 70%          | 10%         | 10%               | 5%               | 5%                | Estimated proportional usage of the Shared Facility |
| SF60  | Substation and High Voltage Switch Room        | 0%                    | 42%          | 8%          | 5%                | 20%              | 25%               | Estimated proportional usage of the Shared Facility |

| No.  | Shared Facility                                                                                                 | Retail Car Park Owner | Retail Owner | Hotel Owner | Bottle Shop Owner | Commercial Owner | Residential Owner | Method of Dividing Costs                            |
|------|-----------------------------------------------------------------------------------------------------------------|-----------------------|--------------|-------------|-------------------|------------------|-------------------|-----------------------------------------------------|
| SF61 | Services - water consumption and standing charges through water meters for shared water servicing Dee Why Grand | 0                     | 42%          | 8%          | 5%                | 20%              | 25%               | Estimated proportional usage of the Shared Facility |
| SF62 | Services - sewerage consumption and standing charges for shared sewerage services servicing Dee Why Grand       | 0                     | 42%          | 8%          | 5%                | 20%              | 25%               | Estimated proportional usage of the Shared Facility |
| SF63 | Travelator                                                                                                      | 0%                    | 100%         | 0%          | 0%                | 0%               | 0%                | Estimated proportional usage of the Shared Facility |
| SF64 | Car Park Cleaning Basement 2                                                                                    | 0%                    | 70%          | 0%          | 0%                | 30%              | 0%                | Estimated proportional usage of the Shared Facility |
| SF65 | Car Park Cleaning Basement 3                                                                                    | 0%                    | 0%           | 0%          | 0%                | 26%              | 74%               | Estimated proportional usage of the Shared Facility |
| SF66 | Car Park Cleaning Basement 1                                                                                    | 0%                    | 90%          | 0%          | 0%                | 5%               | 5%                | Estimated proportional usage of the Shared Facility |



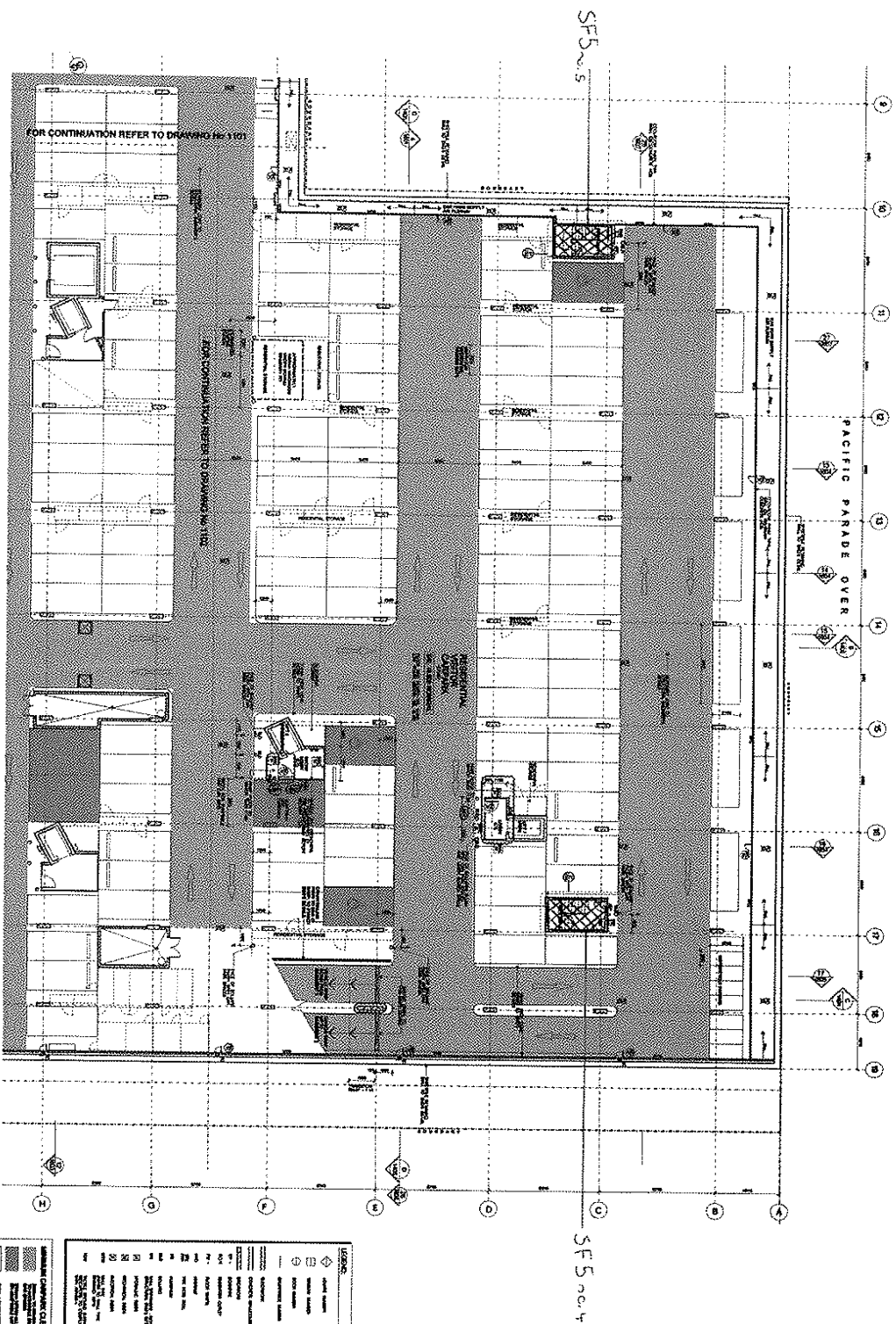
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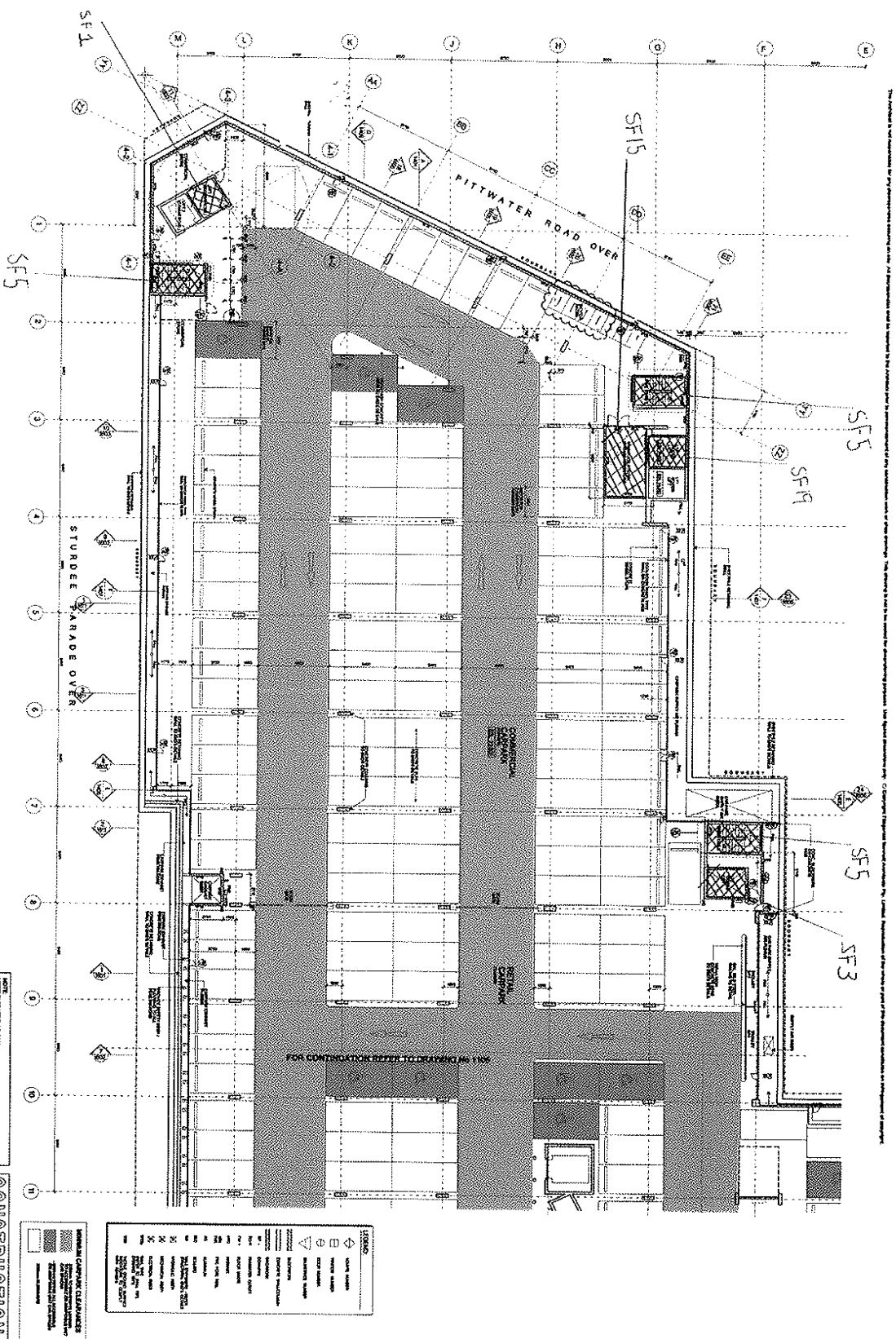
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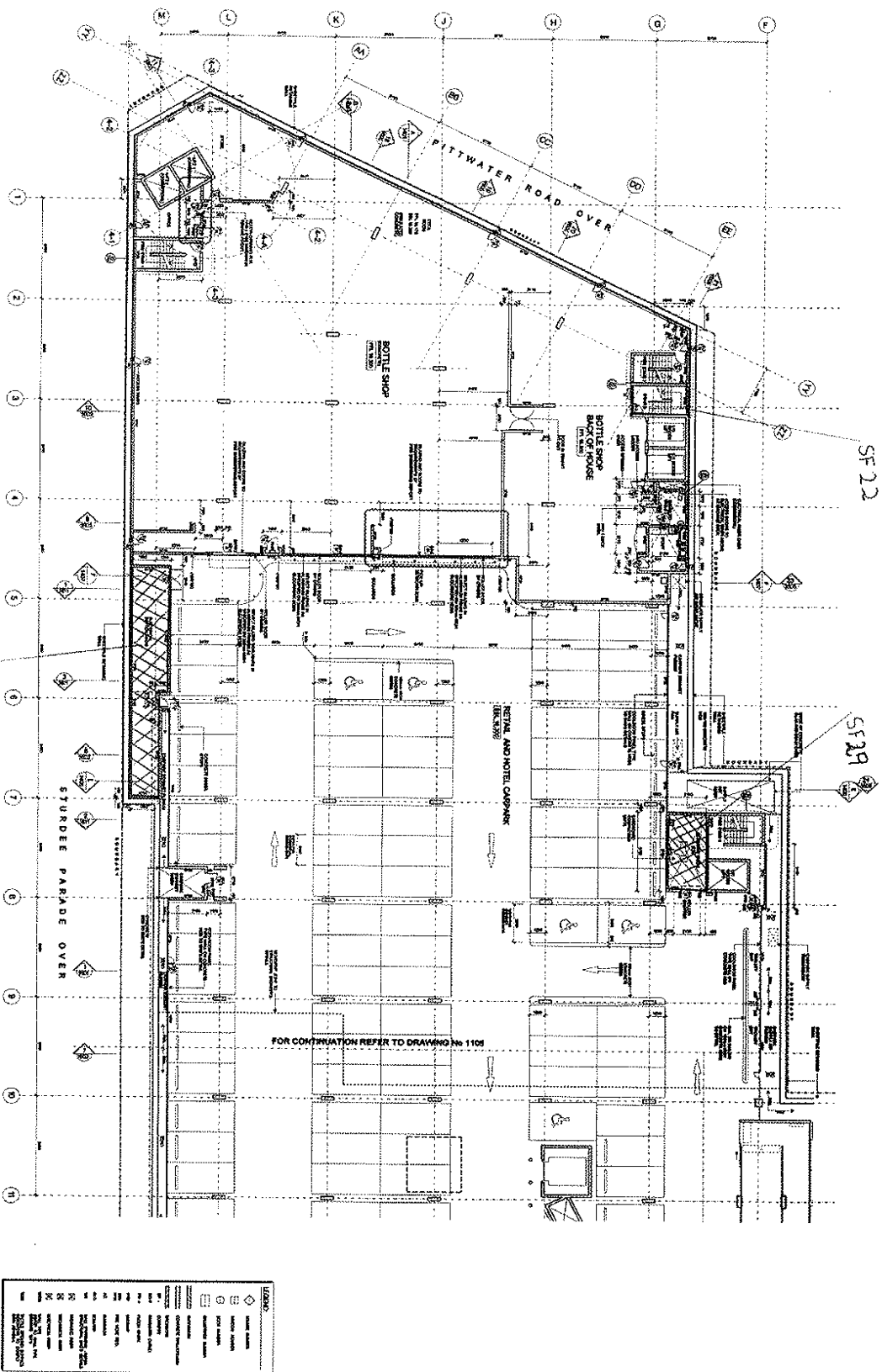
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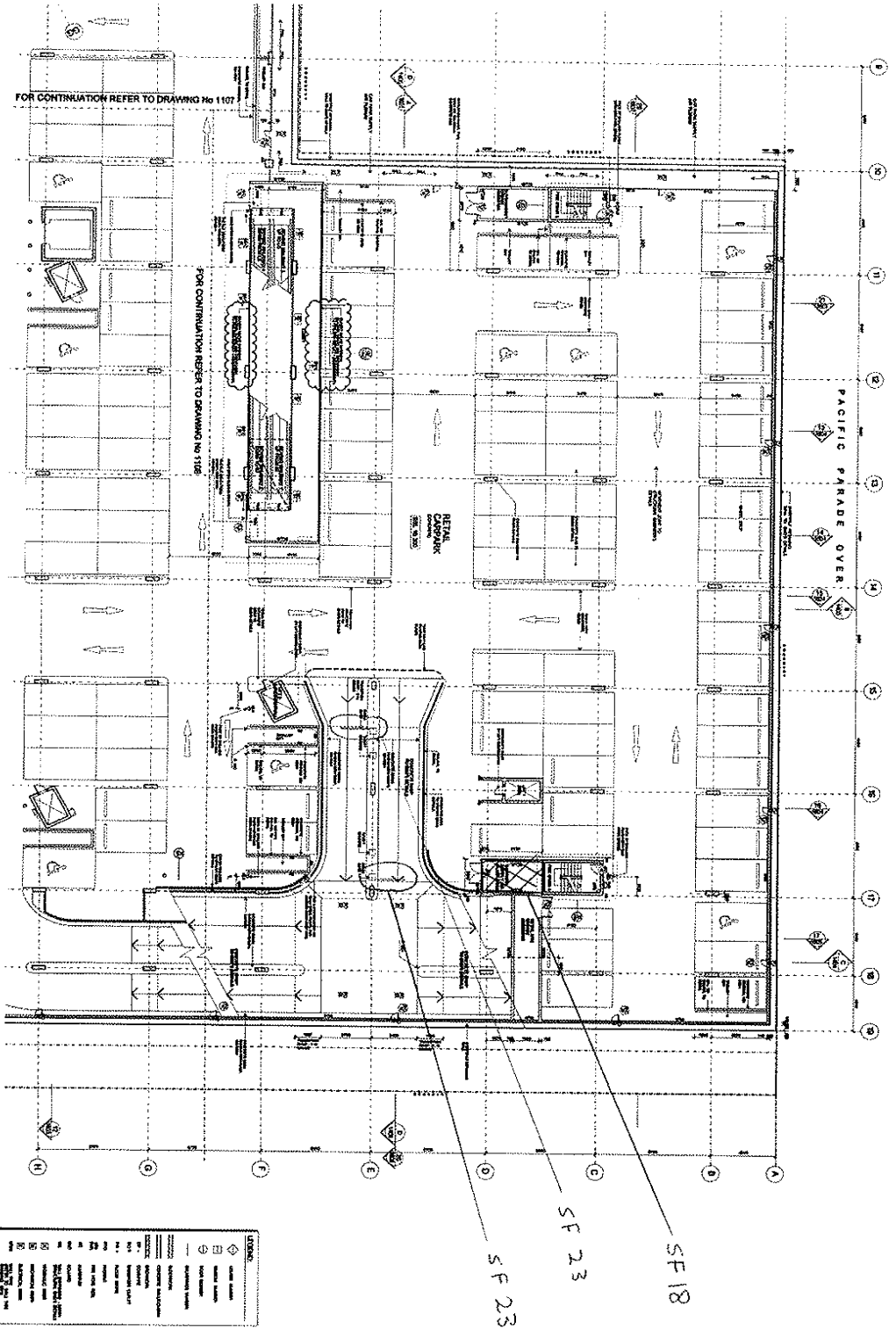


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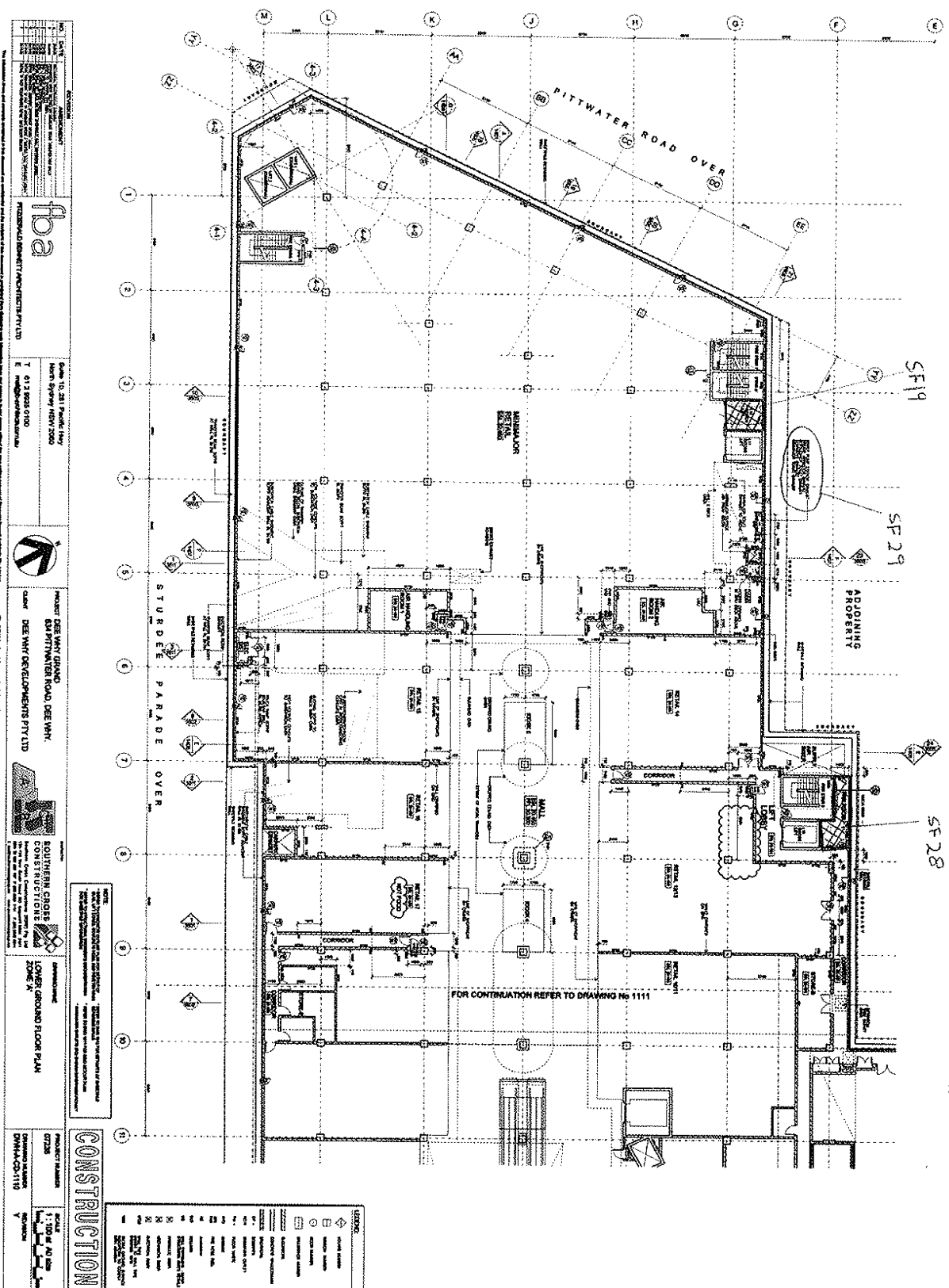
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| PROJECT NAME: DEE WHY GRAND<br>CLIENT: DEE WHY DEVELOPMENTS PTY LTD |                 |
| DESIGNER: SOUTHERN CROSS CONSTRUCTIONS                              |                 |
| DRAWING NO. 1105                                                    |                 |
| DRAWING TITLE: BASEMENT 1 FLOOR PLAN                                |                 |
| PROJECT STATUS: X                                                   |                 |
| DRAWN BY: DWH-423-1105                                              |                 |



|                                                                          |                      |
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| PROJECT NO. 101 Pacific Hwy<br>North Sydney NSW 2060                     | DATE 01/2/2023 01:00 |
| PROJECT NAME<br>DEE WHY GRAND<br>SOUTHERN CROSS<br>CONSTRUCTIONS PTY LTD |                      |
| CLIENT<br>DEE WHY DEVELOPMENTS PTY LTD                                   |                      |
| DRAWING NO.<br>0028                                                      |                      |
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| <b>CONSTRUCTION</b>                                                      |                      |

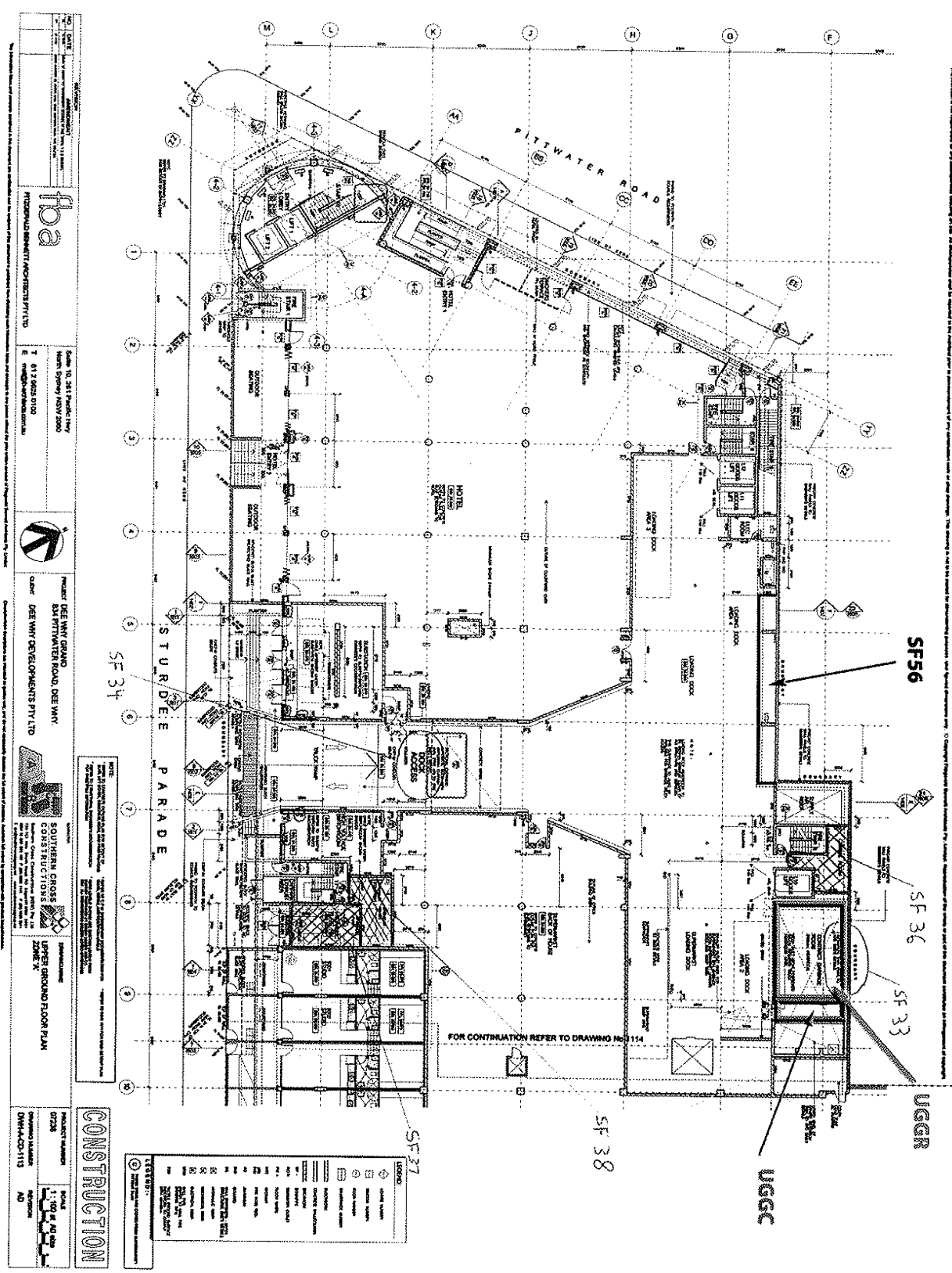




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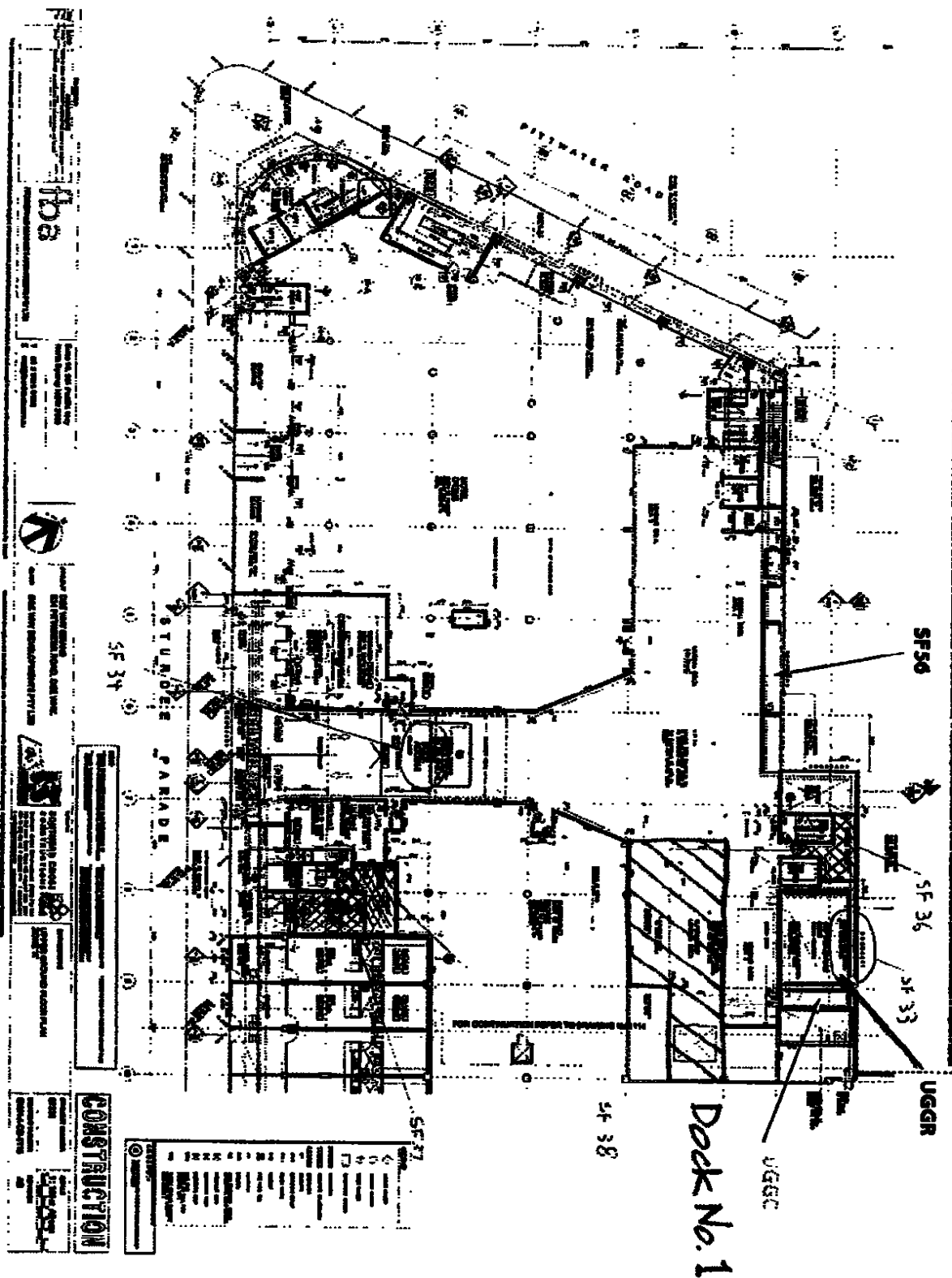
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|----------------------------------------------------------------------------------------------|--|
| <b>fbpa</b>                                                                                  |  |
| PITTSBURGH INVESTMENT MANAGEMENT PTY LTD                                                     |  |
| Suite 10, 281 Pacific Hwy<br>North Sydney NSW 2060<br>T 61 2 9552 0100<br>E info@fbpa.com.au |  |
|                                                                                              |  |
| Project: DEE WHY GRAND<br>SOUTHWATER ROAD DEE WHY,<br>CITY OF DEE WHY DEVELOPMENTS PTY LTD   |  |
|                                                                                              |  |
| Zone: UPPER GROUND FLOOR PLAN                                                                |  |
| Product: CONSTRUCTION                                                                        |  |
| Project Number: 0728                                                                         |  |
| Drawing Number: DWH-CD-115                                                                   |  |
| Revision: A0                                                                                 |  |

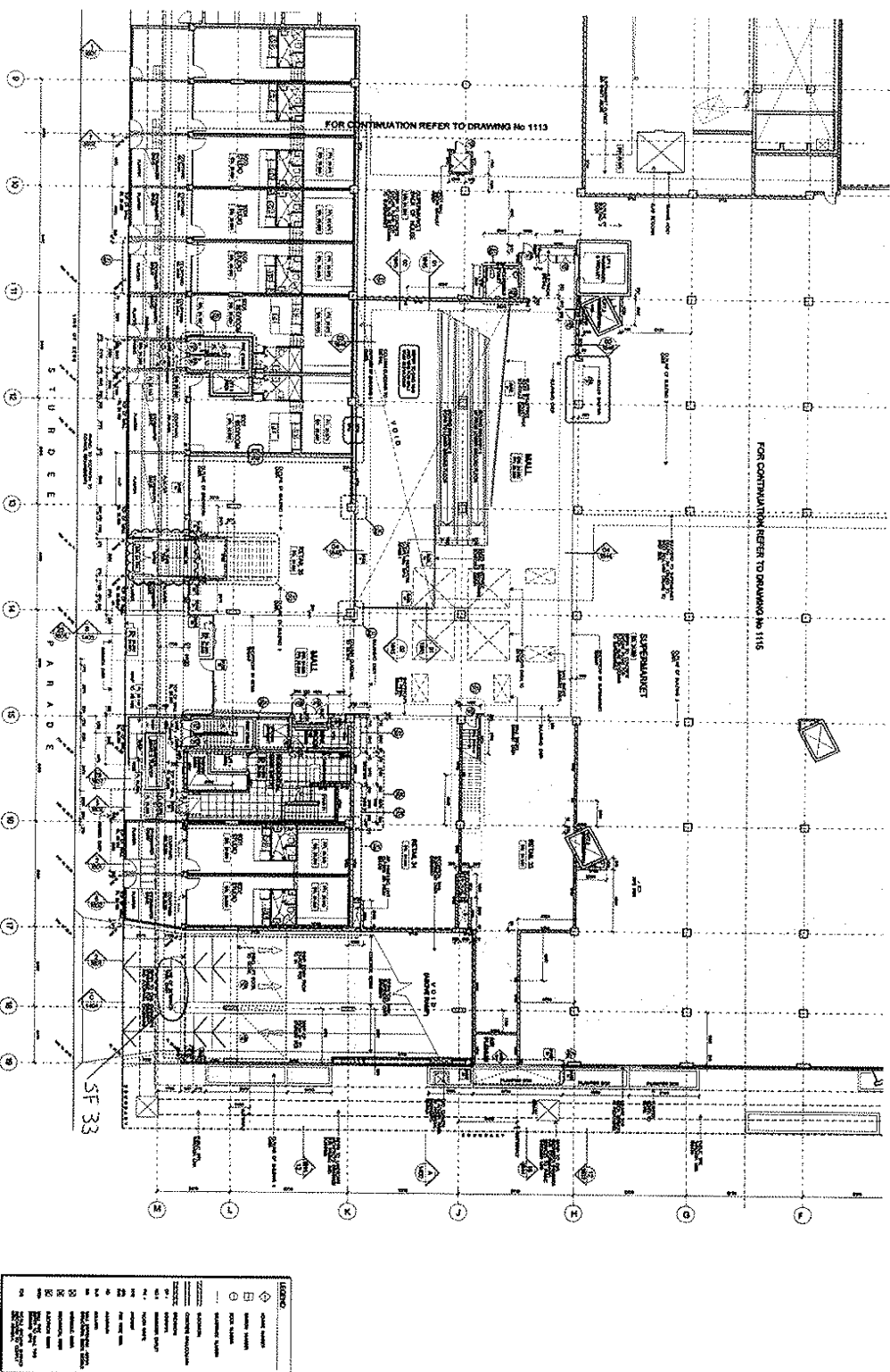
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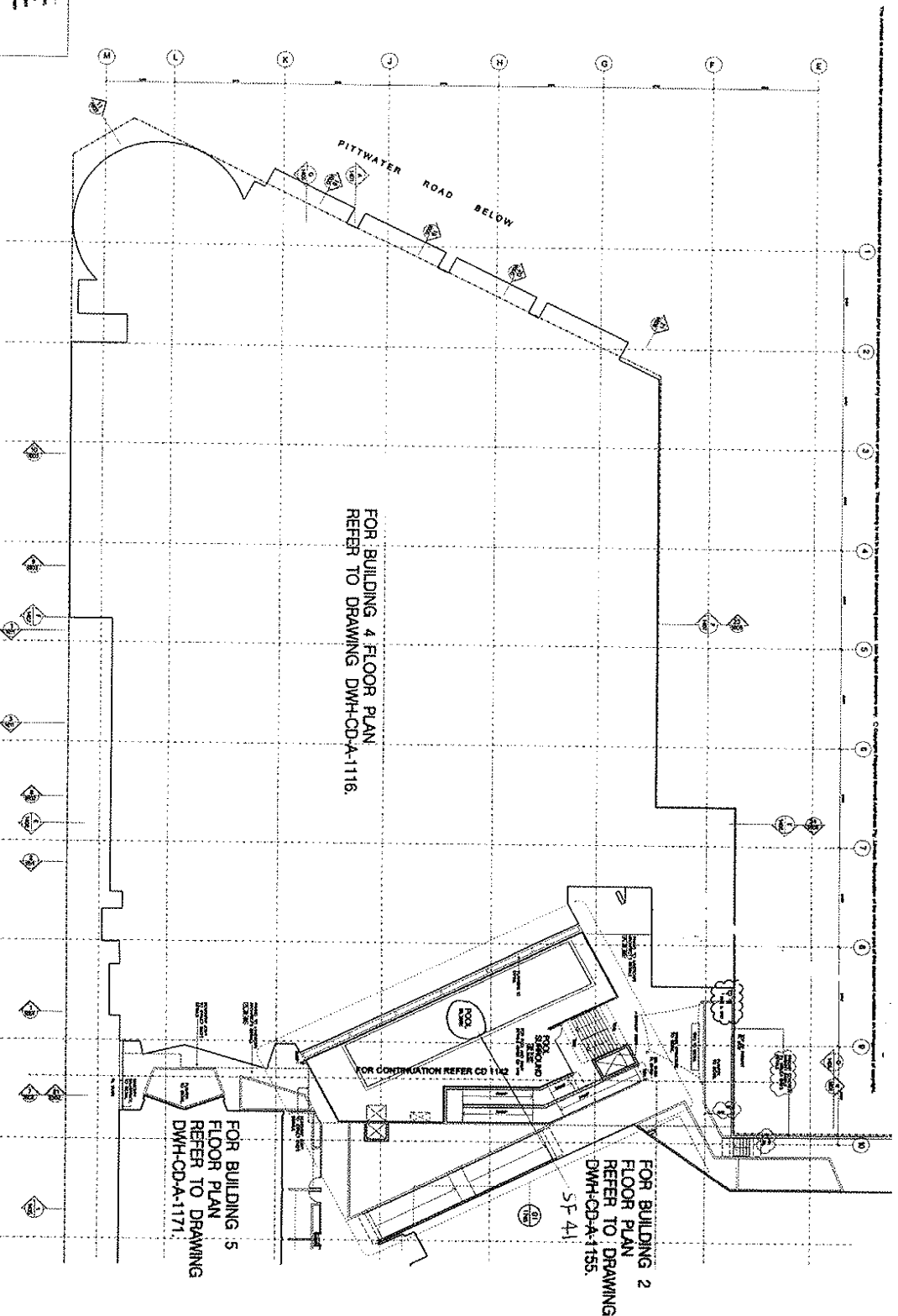


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|                                                |  |                                                  |  |
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| <b>fb</b>                                      |  | Scale: 1:100 (Partial) / 1:200 (Full)            |  |
| INTERNATIONAL PROJECTS PTY LTD                 |  | T 613 8523 0100                                  |  |
| PROJECT: DEE WHY GRAND                         |  | OWNER: DEE WHY DEVELOPMENTS PTY LTD              |  |
| DRAWN BY: SOUTHERN CROSS CONSTRUCTIONS PTY LTD |  | CHECKED BY: SOUTHERN CROSS CONSTRUCTIONS PTY LTD |  |
| DATE: 15/07/2025                               |  | PROJECT NO: 0083746                              |  |
| DRAWING NO: 1114                               |  | REVISION: Z                                      |  |



|                                                |                                                |
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| <b>CONSTRUCTION</b>                            |                                                |
| DATE: 10/10/2023                               | SCALE: 1:1000                                  |
| PROJECT: DEE WHY GRAND                         | CLIENT: DEE WHY DEVELOPMENTS PTY LTD           |
| DESIGNER: SOUTHERN CROSS CONSTRUCTIONS PTY LTD | ENGINEER: SOUTHERN CROSS CONSTRUCTIONS PTY LTD |
| DRAWN BY: J. SMITH                             | CHECKED BY: J. SMITH                           |
| DATE: 10/10/2023                               | SCALE: 1:1000                                  |
| PROJECT: DEE WHY GRAND                         | CLIENT: DEE WHY DEVELOPMENTS PTY LTD           |
| DESIGNER: SOUTHERN CROSS CONSTRUCTIONS PTY LTD | ENGINEER: SOUTHERN CROSS CONSTRUCTIONS PTY LTD |
| DRAWN BY: J. SMITH                             | CHECKED BY: J. SMITH                           |
| DATE: 10/10/2023                               | SCALE: 1:1000                                  |
| PROJECT: DEE WHY GRAND                         | CLIENT: DEE WHY DEVELOPMENTS PTY LTD           |
| DESIGNER: SOUTHERN CROSS CONSTRUCTIONS PTY LTD | ENGINEER: SOUTHERN CROSS CONSTRUCTIONS PTY LTD |
| DRAWN BY: J. SMITH                             | CHECKED BY: J. SMITH                           |

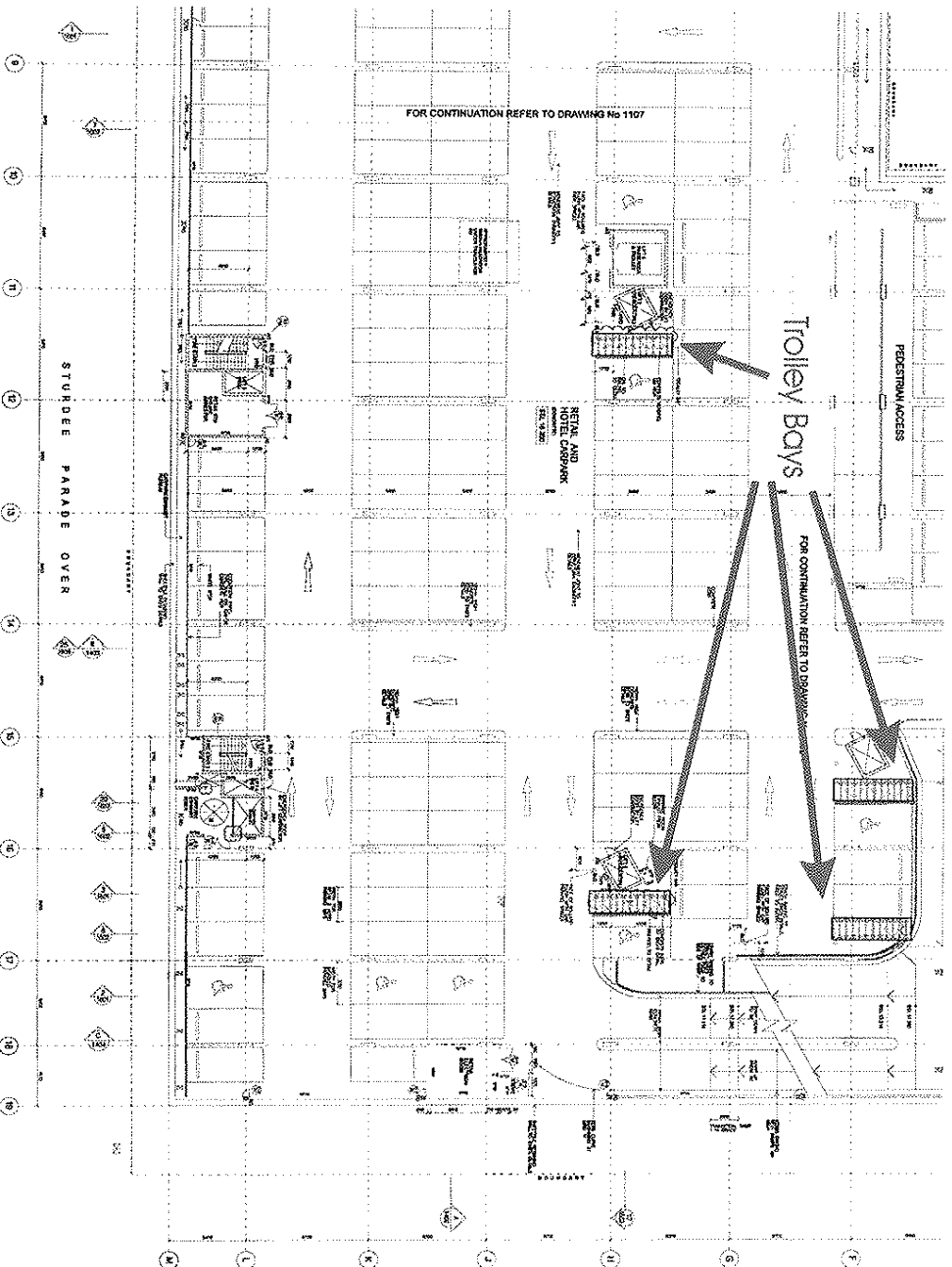
The following 6 pages demonstrate the location of SF55 Trolley Bays:

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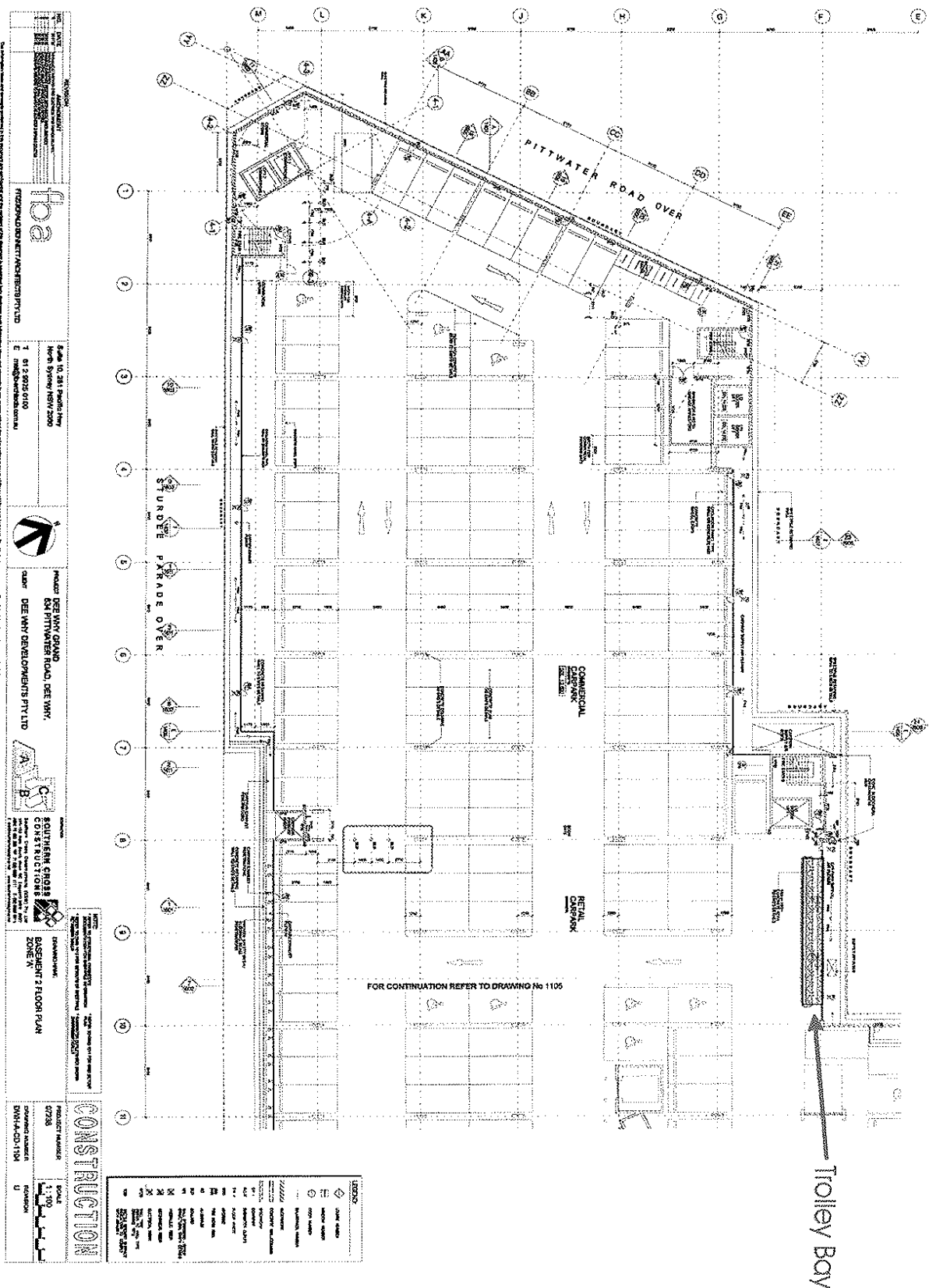


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| <b>PROJECT INFORMATION</b>                 |                                              |
| Client: <b>DEE WHY GRAND</b>               | Project: <b>DEE WHY GRAND</b>                |
| Address: <b>60 PITTWATER ROAD, DEE WHY</b> | Project: <b>DEE WHY DEVELOPMENTS PTY LTD</b> |
| Scale: <b>1:100</b>                        | Scale: <b>1:100</b>                          |
| Drawn: <b>7/11/2020</b>                    | Drawn: <b>7/11/2020</b>                      |
| <b>CONSTRUCTION</b>                        |                                              |
| Foundation: <b>CONCRETE</b>                | Foundation: <b>CONCRETE</b>                  |
| Structure: <b>STEEL</b>                    | Structure: <b>STEEL</b>                      |
| Roof: <b>CONCRETE</b>                      | Roof: <b>CONCRETE</b>                        |
| Walls: <b>CONCRETE</b>                     | Walls: <b>CONCRETE</b>                       |
| Floors: <b>CONCRETE</b>                    | Floors: <b>CONCRETE</b>                      |
| Stairs: <b>CONCRETE</b>                    | Stairs: <b>CONCRETE</b>                      |
| Doors: <b>CONCRETE</b>                     | Doors: <b>CONCRETE</b>                       |
| Windows: <b>CONCRETE</b>                   | Windows: <b>CONCRETE</b>                     |
| Other: <b>CONCRETE</b>                     | Other: <b>CONCRETE</b>                       |



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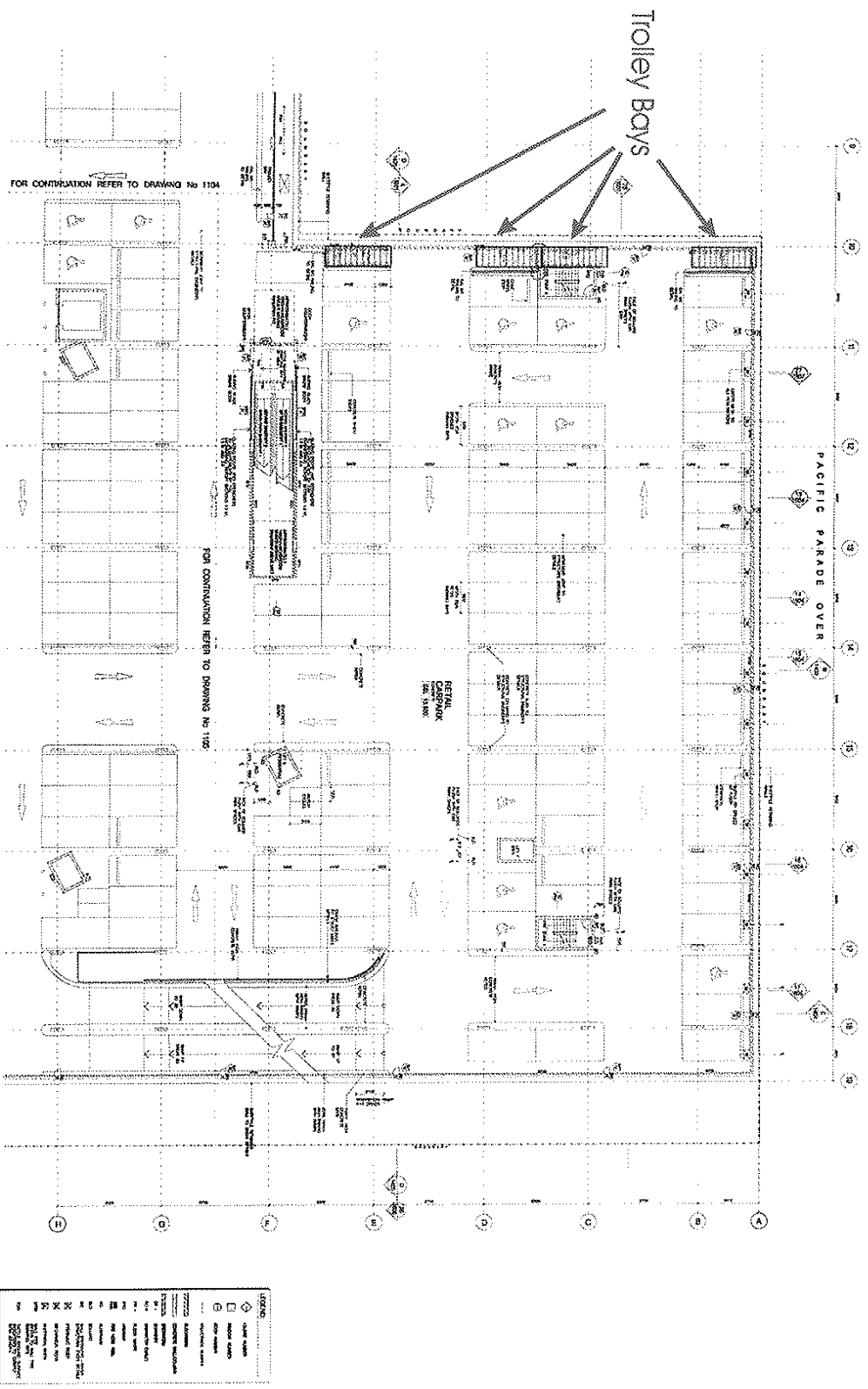
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Strata Management Statement for Dee Why Grand





|                            |                              |
|----------------------------|------------------------------|
| <b>PROJECT INFORMATION</b> |                              |
| PROJECT NAME               | DEE WHY GRAND                |
| CLIENT                     | DEE WHY DEVELOPMENTS PTY LTD |
| DESIGNER                   | SOUTHERN CROSS CONSTRUCTIONS |
| DATE                       | 07/08                        |
| DRAWN BY                   | DMH/ACD-1195                 |
| CHECKED BY                 | T                            |
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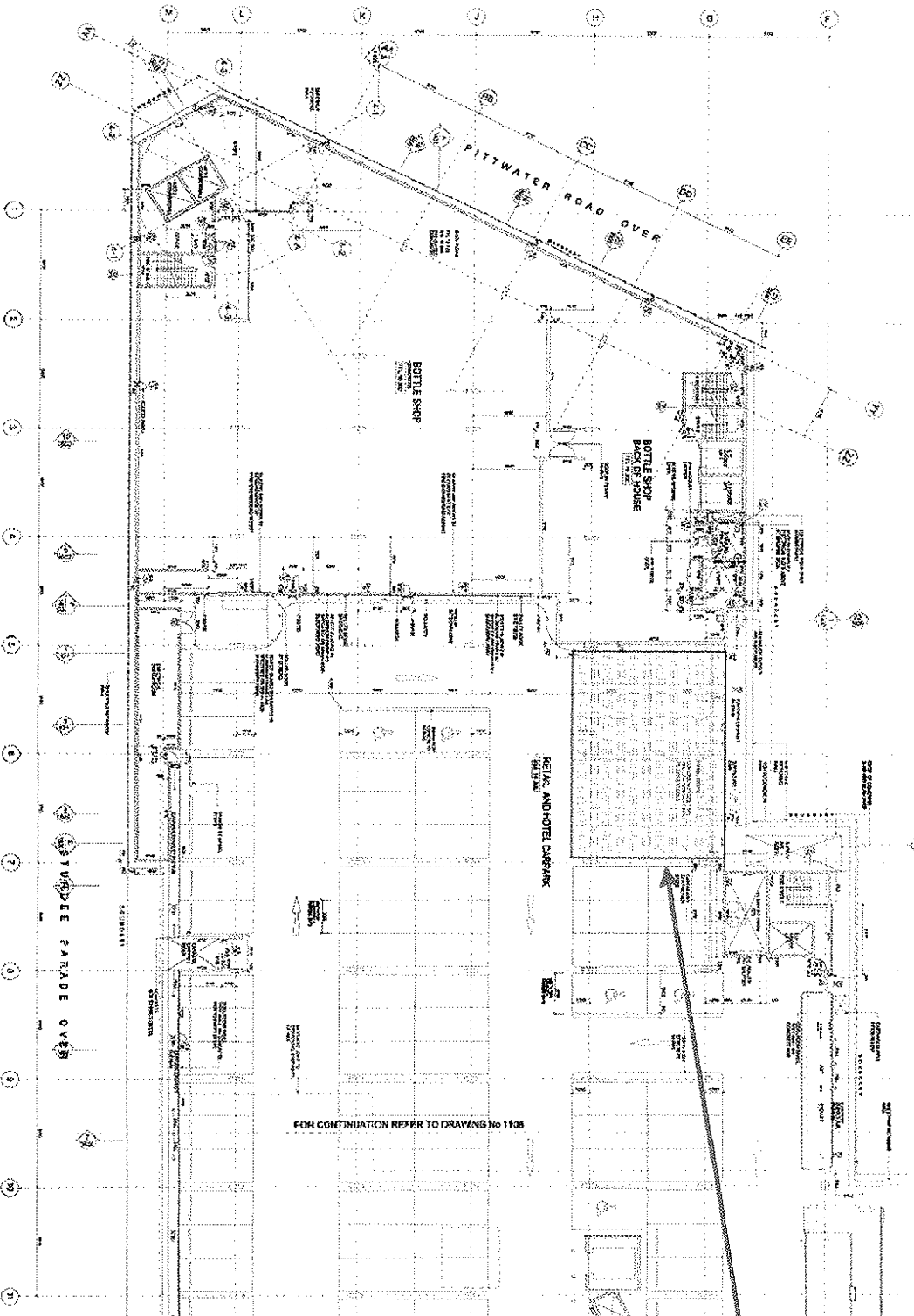
Plan of car park

SP83746

Plan of car park

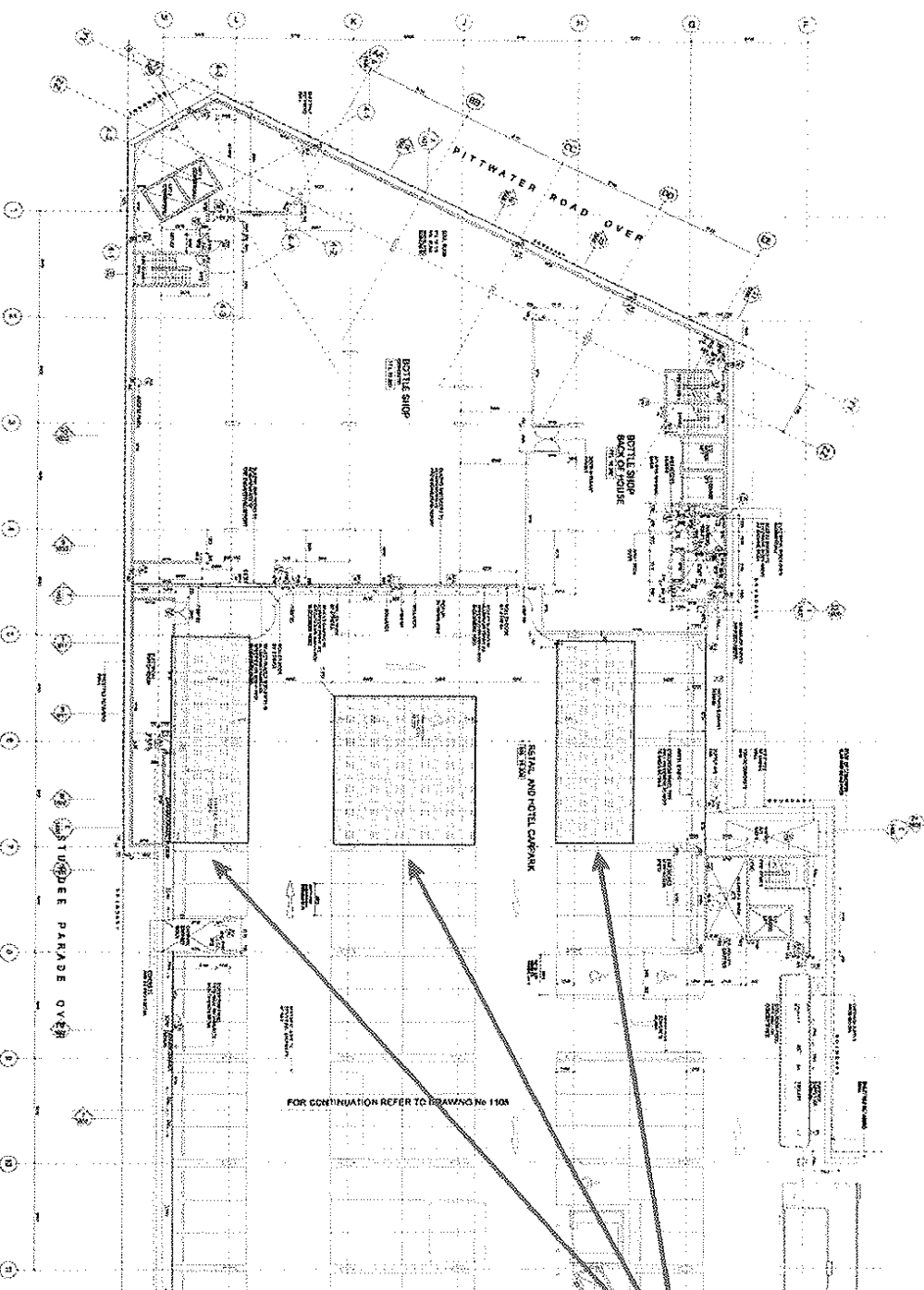
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Clause 59.4(c)  
Car spaces

|                                         |  |                    |  |
|-----------------------------------------|--|--------------------|--|
| PROJECT NAME<br>DEE WHY GRAND           |  | DRAWING NO<br>1108 |  |
| CLIENT<br>DEE WHY DEVELOPMENTS PTY LTD  |  | DATE<br>10/04/2021 |  |
| DESIGNER<br>SOUTHERN CROSS CONSTRUCTION |  | SCALE<br>1:100     |  |
| DRAWING NO<br>1108                      |  | PROJECT NO<br>0728 |  |
| DRAWING NO<br>1108                      |  | PROJECT NO<br>0728 |  |
| DRAWING NO<br>1108                      |  | PROJECT NO<br>0728 |  |



Clause 59.5  
Express Car Park  
spaces for Bottle Shop

[illegible]

# Strata Management Statement for Dee Why Grand

## Schedule 4 - Architectural Code

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### Part 1 Introduction

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## 1 Overview

### 1.1 Why have an Architectural Code?

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

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

### 1.2 What does the Architectural Code regulate?

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

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

### 1.3 Disputes

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

### 1.4 Easements

Despite anything to the contrary in the Strata Management Statement or the Architectural Code, you do not need to obtain approval from the Committee to

carry out Building Works or other works or do anything which you are entitled to do under the Easements.

---

## **2 Who must comply with the Architectural Code?**

### **2.1 Members, Owners and Occupiers who must comply with the Architectural Code**

You must comply with the Architectural Code if you are a Member, an Owner or an Occupier (except for those Members, Owners and Occupiers who are exempt under clause 26 ("Architectural Code and Carrying out works") of the Strata Management Statement).

### **2.2 Interpreting this Architectural Code**

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

### **2.3 The Developer**

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

---

## **3 Strata Management Statement and By-Laws**

### **3.1 Inconsistencies with the Strata Management Statement**

If there is an inconsistency between a clause in the Strata Management Statement and the Architectural Code, the Strata Management Statement prevails to the extent of any inconsistency.

### **3.2 Inconsistencies with By-Laws**

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

---

## **4 Where to get more information**

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

# Strata Management Statement for Dee Why Grand

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### Part 2

### Architectural Standards and Architectural Works

---

## 5 Objectives

### 5.1 Architectural Standards

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

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

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

### 5.2 Architectural Works

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

- (a) for which the Architectural Standards in this Part 2 require you to obtain consent;
- (b) which affect the architectural integrity of Dee Why Grand and are not approved under the Architectural Standards;
- (c) which otherwise changes the External Appearance of Dee Why Grand;
- (d) which are not Building Works; or
- (e) referred to in clauses 6 (“General requirements”) to 15 (“Air conditioning of Apartments”) below.

### 5.3 Differences to the Building Standards

The Architectural Standards are different to the Building Standards. The Architectural Standards are primarily concerned with the External Appearance of Dee Why Grand and changes that may be made to the External Appearance without affecting structures or services. For example, the Architectural Standards deal with the installation of curtains and other window coverings in an Apartment or a Commercial Suite. The Building Standards, on the other hand, are concerned with alterations to the buildings, structures and services.

---

## 6 General requirements

### 6.1 Owners Corporations

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

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

## 6.2 Apartments and Commercial Suites

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

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

## 6.3 Powers of the Committee

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

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

---

## 7 Window coverings and blinds

### 7.1 The need for a co-ordinated approach

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

### 7.2 Curtains, blinds and other window coverings in Apartments

If you are the Owner or Occupier of an Apartment, you:

- (a) may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Apartment provided they have an appearance from outside the Apartment that is cream or off-white; and
- (b) must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.2(a).

Curtain linings or sheers are an acceptable method of achieving this (provided they comply with the colours in this clause 7.2(a)).

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## 7.3 Curtains, blinds and other window coverings in the Commercial Suite

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

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

## 7.4 Curtains, blinds and other window coverings in Common Property

If you are an Owners Corporation:

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

## 7.5 Sun shades

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

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

The Owners of Commercial Suites and the Commercial Owner may not install a sun shade, sun blind, awning or other sun shading device on Commercial.

## 7.6 Window treatments

Subject to clause 7.7 ("Window treatments for Commercial Suites"), you must have consent from the Committee to place solar film or similar treatments on the internal or external surface of glass windows or doors:

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

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

## 7.7 Window treatments for Commercial Suites

- (a) Window treatments for Commercial Suites must:
  - (i) be of high quality materials; and

- (ii) incorporate a form of display into the shopfront (where possible).
- (b) The window treatments for Commercial Suites do not need to be consistent and may be tailored to suit the business and other activities carried out by the Owner or Occupier of the Commercial Suite.

---

## **8 Balcony furniture and landscaping**

### **8.1 Using Balcony furniture**

You do not need consent from the Committee to keep outdoor furniture on the Balcony of your Apartment or Commercial Suite provided that the outdoor furniture:

- (a) is of a high quality and finish, commensurate with the quality of Dee Why Grand; and
- (b) is in keeping with the appearance of Dee Why Grand.

### **8.2 Fixing items to a Balcony**

You must have consent from the Committee to fix furniture, decorative objects or any other items to the Balcony of your Apartment or Commercial Suite if visible from the outside of the Stratum Lot in which the Apartment or Commercial Suite is located.

### **8.3 Maintaining outdoor furniture**

You must:

- (a) properly maintain furniture on the Balcony of your Apartment or Commercial Suite; and
- (b) ensure that the furniture is clean, tidy and properly secured at all times.

### **8.4 Landscaping on Balconies**

You do not need consent from the Committee to keep landscaping on the Balcony of your Apartment or Commercial Suite provided that all elements of the landscaping (eg planter boxes and plants):

- (a) are of a high quality and finish, commensurate with the quality of Dee Why Grand; and
- (b) are in keeping with the appearance of Dee Why Grand.

However, you must not fix brackets, hangers, shelves or trellis type structures (or similar fixtures) on the Balcony of your Apartment or Commercial Suite unless you have consent from the Committee.

### **8.5 Maintaining landscaping**

You must:

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- (a) regularly maintain landscaping on the Balcony of your Apartment or Commercial Suite;
- (b) ensure that the landscaping is kept neat and tidy at all times;
- (c) ensure that no landscaping hangs or grows over the edge of the Balcony; and
- (d) when you water landscaping on the Balcony, ensure that:
  - (i) no water enters another part of Dee Why Grand; and
  - (ii) no damage is caused to another part of Dee Why Grand.

## 8.6 Removing Balcony furniture and landscaping

You must immediately remove furniture from the Balcony of your Apartment or Commercial Suite if:

- (a) you do not comply with your obligations under this clause 8 ("Balcony furniture and landscaping") ; or
- (b) the furniture has or may cause damage to another part of Dee Why Grand.

---

## 9 Colour schemes and paint work

### 9.1 Your obligations

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

---

## 10 External lighting

### 10.1 Your obligations

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

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## 11 Retail Areas

### 11.1 Approval Retail Area Owners

Any changes to the appearance of, or applications to affix anything to, Shared Facilities which are located in Retail Areas or any other Shared Facilities or areas of Common Property which provide egress and ingress to and from the Retail Areas must have the approval of the Committee generally and the Owners of Lots comprising the Retail Areas.

---

## 12 External finishes

### 12.1 Your obligations

Subject to clause 13 ("Commercial Shared Facilities"), you must have consent from the Committee and Council to change the existing exterior balustrade, flooring or fittings in your Apartment, Commercial Suite or Common Property.

---

## 13 Commercial Shared Facilities

### 13.1 Need for an integrated approach

- (a) Some Shared Facilities have a significant impact on the overall appearance and presentation of the business and other activities carried out in Retail and the Retail Areas. The Committee acknowledges that the Owners of the Retail Areas have a particular interest in preserving the design integrity and architectural quality of points of access for visitors to and customers of those Stratum Lots. Accordingly, additional rights and controls may be adopted by the Committee in relation to the Shared Facilities.
- (b) Nothing in this Architectural Code detracts from or in any way limits the rights granted to the Owners of the Retail Areas in Part 6 of the Strata Management Statement in relation to Shared Facilities.

---

## 14 Signage

### 14.1 Signs In Apartments

If you are the Owner or Occupier of an Apartment, you must not erect a sign in your Apartment or on Common Property.

---

## 15 Air conditioning for Apartments

### 15.1 Air conditioning on Balconies

You may install a split system air conditioner on your Balcony provided that all elements of the external packaged unit for the air conditioner:

- (a) are mounted on the floor of the Balcony; and

- (b) comply with any Standing Approval issued by the Committee in relation to the location, type and acoustic standards relevant to residential split system air conditioners from time to time.

If no Standing Approval is in force, you must obtain the prior consent of the Committee and your Owners Corporation before you install the air conditioning unit.

## **15.2 Consent from the Owners Corporation**

In addition to your obligations in clause 15.1 ("Air conditioning on Balconies") you must obtain the consent of your Owners Corporation if required under the By-Laws for your Strata Scheme before carrying out any works to Common Property to enable you to install a split system air conditioner, and comply with the requirements of the By-Laws when doing so.

# Strata Management Statement for Dee Why Grand

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### Part 3

### Building Standards and Building Works

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## 16 Objectives

### 16.1 Building Standards

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

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

### 16.2 When do you need consent to carry out work?

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

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

### 16.3 Types of Building Works

There are three types of Building Works that regulate works may be carried out in Dee Why Grand. They are:

- (a) Common Property Building Works. See clause 17 ("Common Property Building Works");
- (b) External Appearance Building Works. See clause 18 ("External Appearance Building Works"); and
- (c) Shared Facility Building Works. See clause 19 ("Shared Facilities Building Works").

### 16.4 Who grants consent?

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

- (a) the Council or other consent authority as the case may be;

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

---

## 17 Common Property Building Works

### 17.1 Definition

Subject to this clause 17 (“Common Property Building Works”), Common Property Building Works are all works in an Apartment, Commercial Suite or Common Property that affect Common Property building structures or services in a Strata Scheme. Common Property Building Works do not include works that are External Appearance Building Works or works that are Shared Facilities Building Works.

### 17.2 What is Common Property?

Common Property in a Strata Scheme includes:

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

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

### 17.3 Common Property in an Apartment

The Common Property boundaries of an Apartment or Commercial Suite are usually the boundary walls (eg a wall between two Apartments), the floor and the ceiling of the Apartment or Commercial Suite. Important points to note in this regard are:

- (a) the door onto the Balcony of an Apartment or Commercial Suite will generally be Common Property; and
- (b) a “wall” includes a window or door in the wall.

### 17.4 When is consent necessary?

Subject to clause 17.5 (“When is consent not necessary?”), you must obtain consent from your Owners Corporation before you carry out Common Property Building Works. Examples of when you will require consent are where you propose to:

- (a) alter the existing materials in the floor of your Apartment or Commercial Suite;

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

## 17.5 When is consent not necessary?

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

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

---

## 18 External Appearance Building Works

### 18.1 Your obligations

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

### 18.2 Definition

External Appearance Building Works are all works in Common Property, Shared Facilities, an Apartment or Commercial Suite that affect (or will affect) the External Appearance of Dee Why Grand. External Appearance Building Works do not include works which are Common Property Building Works or Shared Facilities Building Works.

### 18.3 What is the External Appearance?

The External Appearance of Dee Why Grand is the appearance of any external surface of a Strata Scheme, an Apartment, Commercial Suite or Stratum Lot the Retail Area that is visible from outside the Strata Scheme, Apartment, Commercial Suite or Retail Area.

---

## 19 Shared Facilities Building Works

### 19.1 Your obligations

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

### 19.2 Definition

Shared Facilities Building Works are:

- (a) all works that affect Shared Facilities;
- (b) works in an Apartment or Commercial Suite that affect another component of Dee Why Grand; and

- (c) works on Common Property that affect another component in Dee Why Grand.

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

---

## 20 Installing security devices

### 20.1 When is consent necessary?

Subject to this clause 20 ("Installing security devices"), you must have consent from the Committee to install security devices including, without limitation, security doors or windows, screens grilles, alarms or locks.

### 20.2 Security doors and windows

The Committee will generally consent to an application to install a security door or window in an Apartment, Commercial Suite or Common Property if:

- (a) the door or window is finished in:
  - (i) a colour that matches the existing door or window frame; or
  - (ii) a cream or off white colour for an Apartment; and
- (b) the security door or window matches the full size of the existing door or window and does not detract from or dominate the existing detail.

The Committee will generally not consent to the installation of a security door to the entry door to an Apartment or Commercial Suite.

### 20.3 Alarms

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

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

### 20.4 Obtaining consent to install an alarm

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

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

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- (b) a Shared Facility, you must obtain consent from the Committee before you install the alarm.

## 20.5 Other security devices

You must have consent from the Committee to install any type of security device not contemplated by this clause 20 ("Installing security devices"). The Committee will generally consent to the installation of other security devices if:

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

Owners of strata lots may not individually apply to the Committee for consent in respect of replacement security devices, but must apply to their Owners Corporation who will seek the consent of the Committee on the strata lot owners behalf.

Committee consent is not required if you are replacing a security device which was originally installed by the Developer and you are replacing that security device with an identical security device in the same location as the original security device. If requested by the Committee, you must provide the Committee with evidence, including specifications, for the replacement security device to verify that the security device is identical to and in the same location as the original security device.

## 20.6 Retail and Retail Car Park

This clause 20 does not apply to Retail or the Retail Car Park.

---

## 21 Enclosure of a Carspace

### 21.1 Enclosure of Carspace not permitted

Enclosure of a Carspace or Carspaces is not permitted within Dee Why Grand.

---

## 22 Some prohibitions

You must not:

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

# Strata Management Statement for Dee Why Grand

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### Part 4 Acoustic Standards

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## 23 Objectives

### 23.1 Acoustic Standards

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

### 23.2 Your obligations

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

### 23.3 How do the Acoustic Standards work?

The requirements in the Acoustic Standards are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 24.4("Playing musical instruments") you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

---

## 24 General requirements

### 24.1 Noise which affects your neighbours

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

### 24.2 Equipment and machinery

You must ensure that equipment and machinery in your Apartment, Commercial Suite, Common Property does not cause vibrations or noise in another part of Dee Why Grand (eg tread mills, weight machines or washing machines).

### 24.3 Using power tools

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

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## 24.4 Playing musical instruments

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

## 24.5 Playing music

Subject to the Architectural Standards and, in particular, clause 23 (“Objectives”) and this clause 23 (“General requirements”), you must not play live or other music that exceeds 65dB(A) at the boundary of your Strata Scheme after 11.00 pm (or another hour reasonably determined by the Committee).

---

## 25 Inside your Apartment

### 25.1 General requirements

You must not:

- (a) carry out exercises in your Apartment that result in rapid foot impact on the floor (eg aerobics or running on the spot) if this causes noise or vibrations in adjoining Apartments; or
- (b) unnecessarily create noise or vibration by knocking or banging against walls separating your Apartment from another Apartment.

### 25.2 Obligations for floor coverings in By-Laws

The By-Laws for your Strata Scheme require you to cover or treat the floors in your Apartment to stop noise transmission which disturbs other Owners and Occupiers.

# Strata Management Statement for Dee Why Grand

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### Part 5

The approval process and carrying out work

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## 26 Application process

### 26.1 Making an application

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

### 26.2 What information must you include in your application?

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

- (a) be in writing;
- (b) include the plans, drawings and other documents specified by the Committee according to this clause 26.2("What information must you include in your application?") for the type of works for which you are seeking approval; and
- (c) include enough information to give the Committee and an Owners Corporation enough information to make a decision about your application.

However, the Committee or an Owners Corporation may:

- (d) require you to submit additional plans, diagrams or other information which it has not specified according to clause 26.2 ("What information must you include in your application?") to assist in the decision making process; and
- (e) waive the requirements it makes under clause 26.2 ("What information must you include in your application?") about the plans, diagrams and other information which you must submit with your application.

### 26.3 Lodging your application

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

### 26.4 Discretion

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

### 26.5 Appointing consultants

The Committee and an Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Code

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(eg an architect or engineer for applications affecting the External Appearance of Dee Why Grand).

## 26.6 Appointing an expert

- (a) If an application to carry out Architectural Works is made under this Architectural Code, or is made under any other clause and will (or is likely to):
  - (i) impact on the appearance of areas used by visitors and customers of Retail, or the Retail Car Park; or
  - (ii) impact on the appearance of accessways for visitors and customers moving into and out of Retail or the Retail Car Park; or
  - (iii) impact on the External Appearance of Dee Why Grand as viewed by visitors and customers entering and exiting Retail, or Retail Car Park; or

and the Retail Owner either does not approve of the application or votes against the Committee granting approval to the application at a Meeting or Emergency Meeting, the Committee must refer the application for expert determination.

- (b) Any expert determination under this clause will proceed in accordance with clauses 71.6("Appointing an expert") to 71.12("Costs") of the Strata Management Statement except that:
  - (i) the expert must have requisite expertise in retail operations, design or architecture to act as an expert and review and make a determination about the application; and
  - (ii) the expert to be appointed must be approved by the Owner of Retail.

## 26.7 Paying the costs for a consultant

The Committee or an Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 26("Application process").

## 26.8 Time frame for making a decision

Subject to this clause 26 ("Application process"), the Committee or an Owners Corporation must review and make a decision about an application within one month after receiving the application (or another period agreed between the parties).

## 26.9 Time frame for making a decision where a consultant has been appointed

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

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## 26.10 Notifying the applicant of a decision

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

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

---

## 27 Approval process

### 27.1 Standing Approvals by the Committee

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

### 27.2 Standing approvals by an Owners Corporation

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

### 27.3 Conditional approvals

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

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

### 27.4 Revoking approval

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

### 27.5 Approvals from Council and Government Agencies

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

### 27.6 When can you apply for consent from Council?

Subject to this clause 27 ("Approval process"), you may apply for approval from Council or a Government Agency to carry out works under the Architectural Code only after you have obtained approval from the Committee and your Owners Corporation (as appropriate).

## **27.7 Approving applications to Council and Government Agencies**

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

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## **28 Additional obligations for Owners Corporation**

### **28.1 Notice of approvals**

An Owners Corporation must promptly:

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

### **28.2 Notice of works on Common Property**

An Owners Corporation must promptly:

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

---

## **29 Procedures for carrying out work**

### **29.1 Procedures before you carry out work**

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

- (a) arrange with the Committee and, where appropriate, your Owners Corporation a suitable time and means by which to access the area in which you will carry out the work;
- (b) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which you must access Dee Why Grand to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Committee and your Owners Corporation about the times and means by which they must access Dee Why Grand to carry out the work.

### **29.2 Procedures when you carry out work**

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

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee or your Owners Corporation;

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

# **Strata Management Statement for Dee Why Grand**

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### **Schedule 5 - Appointment Form**

# Strata Management Statement for Dee Why Grand

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## DEE WHY GRAND Appointment Form

This form is for use by members of the Dee Why Grand Building Management Committee who are companies or owners corporations and who wish to appoint a new or replacement representative or substitute representative. See clause 21 ("Appointing a Representative and a Substitute Representative") in the Dee Why Grand Strata Management Statement for more information.

|                            |  |
|----------------------------|--|
| Date                       |  |
| Your name                  |  |
| Lot Owned or Strata Scheme |  |

### Part A Appointment of a new representative

*Complete this part if you have not previously appointed a representative.*

|                                    |  |
|------------------------------------|--|
| Name of representative             |  |
| Address of representative          |  |
| Telephone number of representative |  |
| Facsimile number of representative |  |
| E-mail address of representative   |  |

Do you authorise your representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?

☐  
Yes

☐  
No

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**Part B**

**Appointment of a replacement representative**

*Complete this part if you have previously appointed a representative and you wish to appoint a different representative. When the Building Management Committee receives this form, the appointment of your previous representative is terminated and the new representative is appointed.*

|                                        |  |
|----------------------------------------|--|
| Name of current representative         |  |
| Name of new representative             |  |
| Address of new representative          |  |
| Telephone number of new representative |  |
| Facsimile number of new representative |  |
| E-mail address of new representative   |  |

Do you authorise your new representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?

☐ Yes

☐ No

**Part C**

**Appointment of a new substitute representative**

*Complete this part if you have not previously appointed a substitute representative.*

|                                               |  |
|-----------------------------------------------|--|
| Name of substitute representative             |  |
| Address of substitute representative          |  |
| Telephone number of substitute representative |  |
| Facsimile number of substitute representative |  |
| E-mail address of substitute representative   |  |

Do you authorise your substitute representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?

☐ Yes

☐ No

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## Part D

### Appointment of a replacement substitute representative

*Complete this part if you have previously appointed a substitute representative and you wish to appoint a different substitute representative. When the Building Management Committee receives this form, the appointment of your previous substitute representative is terminated and the new substitute representative is appointed.*

|                                                   |  |
|---------------------------------------------------|--|
| Name of current substitute representative         |  |
| Name of new substitute representative             |  |
| Address of new substitute representative          |  |
| Telephone number of new substitute representative |  |
| Facsimile number of new substitute representative |  |
| E-mail address of new substitute representative   |  |

Do you authorise your new substitute representative to appoint a proxy to vote for you Meetings and Emergency Meetings of the Building Management Committee?

☐ Yes ☐ No

Signature or execution by  
Member

.....

Signature of  
representative or  
substitute representative  
(or replacement  
member or substitute  
member)

.....

#### Notes

1. The representative or substitute representative (or replacement representative or substitute representative) appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (or replacement member or substitute member).

# **Strata Management Statement for Dee Why Grand**

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### **Schedule 6 - Proxy Form**

# Strata Management Statement for Dee Why Grand

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## DEE WHY GRAND Proxy Form

|                                                                          |  |
|--------------------------------------------------------------------------|--|
| Date                                                                     |  |
| Name of member, representative or substitute representative              |  |
| Name of member who appointed representative or substitute representative |  |
| Name of proxy                                                            |  |
| Address of proxy                                                         |  |

I/we,....., appoint ..... as my/our proxy for the purpose of Meetings and Emergency Meetings of the Building Management Committee (including adjourned Meetings and Emergency Meetings)

Period or number of meetings for which appointment of my/our is valid for ..... \*months/\*meetings

\* This form authorises the proxy to vote on my/our behalf on all matters **OR** \* This form authorises the proxy to vote on my/our behalf on the following matters only and in the manner specified below:

Signature or execution by  
member (if proxy appointed  
by member) .....

Signature or representative  
or substitute representative (if  
proxy appointed by them) .....

Signature of proxy .....

### Notes

1. The proxy appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (as appropriate) and the proxy.
3. This form does not authorise voting on a matter if the representative or substitute representative of the member is present at the relevant meeting or emergency meeting and personally votes on the matter.
4. This form is ineffective unless it is given to the secretary of the Building Management Committee at or before the first meeting in relation to which it is to operate and it contains the date on which it was made.
5. This form will be revoked by a later proxy appointment form delivered to the secretary of the Building Management Committee.
6. A vote by the proxy which does not comply with the directions to vote given by the member, representative or substitute representative who appointed the proxy is void.

# **Strata Management Statement for Dee Why Grand**

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## **SP83746**

### **Schedule 7 - Membership Form**

# Strata Management Statement for Dee Why Grand

## SP83746

ePlan

## DEE WHY GRAND Membership Form

This form is for use by new members of the Dee Why Grand Building Management Committee or existing members who lease their Lot or change their contact details. See clause 22 ("Procedures when you become a Member or change your contact details") in the Dee Why Grand strata management statement for more information.

|           |  |
|-----------|--|
| Date      |  |
| Your name |  |
| Lot owned |  |

### Part A New member

*Complete this part you have purchased a Stratum Lot or are a new owners corporation.*

|                                     |  |
|-------------------------------------|--|
| Date on which you became a member   |  |
| Your address for service of notices |  |
| Your telephone number               |  |
| Your facsimile number               |  |
| Your e-mail address                 |  |

# SP83746

ePlan

## Part B New tenant or licensee

*Complete this part if you are the owner of an Apartment or Commercial Suite and you have leased or licensed your Lot (or part of it) or you have a new tenant or licensee.*

|                                      |  |
|--------------------------------------|--|
| Name of tenant or licensee           |  |
| Term of lease                        |  |
| Name of contact person               |  |
| Their address for service of notices |  |
| Their telephone number               |  |
| Their facsimile number               |  |
| Their e-mail address                 |  |

## Part C Change of address details

*Complete this part if you have changed your address or other contact details.*

|                                    |  |
|------------------------------------|--|
| New address for service of notices |  |
| New contact person                 |  |
| New telephone number               |  |
| New facsimile number               |  |
| New e-mail address                 |  |

Signature or execution by  
Member

.....

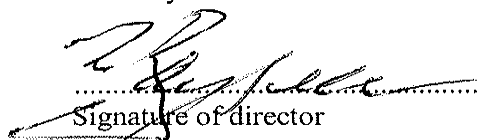
# Strata Management Statement for Dee Why Grand SP83746

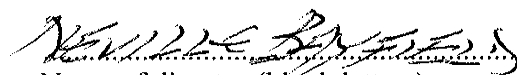
ePlan

## Signing page

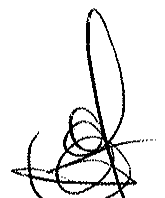
EXECUTED by DEE WHY HOTEL PROPERTIES  
PTY LIMITED  
in accordance with section 127(1) of the  
Corporations Act 2001 (Cwlth) by  
authority of its directors:

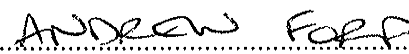
EXECUTED by DEE WHY  
PROJECTS PTY LIMITED in  
accordance with section 127(1) of the  
Corporations Act 2001 (Cwlth) by  
authority of its directors:

  
Signature of director

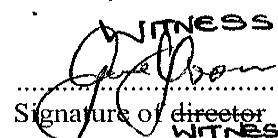
  
Name of director (block letters)

  
Signature of director  
MARK BAUFELD  
Name of director  
  
Signature of director  
WAYNE BAUFELD  
Name of director  
(company secretary)

  
Signature of director/company  
secretary\*  
\*delete whichever is not applicable

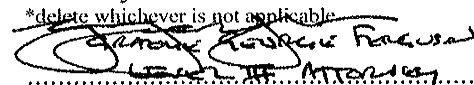
  
Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

EXECUTED by SUNCORP  
SECURITY SERVICES LIMITED  
in accordance with section 127(1) of  
the Corporations Act 2001 (Cwlth) by  
authority of its directors:

WITNESS  
  
Signature of director  
WITNESS

  
Name of director (block letters)  
WITNESS

Signed sealed and delivered on behalf  
of Suncorp Security Services Limited by  
its attorney under power of attorney book  
4067 no. 521 in the presence of

  
SHAWN RICHARD GARDY  
LEVEL III ATTORNEY  
Signature of director/company  
secretary\*  
\*delete whichever is not applicable  
  
Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

EXECUTED by BAYFIELDS  
PROPERTIES PTY LIMITED  
in accordance with section 127(1) of  
the Corporations Act 2001 (Cwlth) by  
authority of its directors:

  
Signature of director  
MARK BAUFELD  
Name of director

  
Signature of director/  
company secretary  
WAYNE BAUFELD  
Name of director/company secretary

SP83746

EXECUTED by KECK PTY  
LIMITED in accordance with section  
127(1) of the Corporations Act 2001  
(Cwlth) by authority of its directors:

Signature of director

Name of director (block letters)

Signature of director/company  
secretary\*

\*delete whichever is not applicable

Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable

EXECUTED by MURLAN  
HOLDINGS PTY LIMITED in  
accordance with section 127(1) of the  
Corporations Act 2001 (Cwlth) by  
authority of its directors:

Signature of director

Name of director (block letters)

Signature of director/company  
secretary\*

\*delete whichever is not applicable

Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable

EXECUTED by BAYFIELD  
HOTELS PTY LIMITED in  
accordance with section 127(1) of the  
Corporations Act 2001 (Cwlth) by  
authority of its directors:

Signature of director

Name of director (block letters)

Signature of director/company  
secretary\*

\*delete whichever is not applicable

Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable

REGISTERED



31.8.2010

Form: 11R  
Release: 2.1  
www.lands.nsw.gov.au

## REQUEST

New South Wales  
Real Property Act 1900



AH595846P

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

|                                  |                                                                                                  |                                                                                                                                                                                   |                       |
|----------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| (A) <b>STAMP DUTY</b>            | If applicable. Office of State Revenue use only                                                  |                                                                                                                                                                                   |                       |
| (B) <b>FOLIO OF THE REGISTER</b> | CP/SP 83745; CP/SP 83746; Lots 1-4/1146740                                                       |                                                                                                                                                                                   |                       |
| (C) <b>REGISTERED DEALING</b>    | Number                                                                                           |                                                                                                                                                                                   | Folio of the Register |
| (D) <b>LODGED BY</b>             | Document Collection Box<br><b>1W</b>                                                             | Name, Address or DX, Telephone, and LLPN if any<br>DYNAMIC PROPERTY SERVICES PTY LTD (Strata Mging Agent)<br>DX 11643<br>SYDNEY DOWNTOWN Ph: 9267 6334<br>Reference: Lisa Branson | CODE<br><b>R</b>      |
| (E) <b>APPLICANT</b>             | The Owners Corporation SP83745; The Owners Corporation SP83746<br>The Owners Lots 1-4 DP 1146740 |                                                                                                                                                                                   |                       |
| (F) <b>NATURE OF REQUEST</b>     | Amendments to the Strata Management Statement                                                    |                                                                                                                                                                                   |                       |
| (G) <b>TEXT OF REQUEST</b>       | SEE ANNEXURES A, B, C, D                                                                         |                                                                                                                                                                                   |                       |

DATE 09 July 2012

(H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the applicant.

Signature of witness:

Signature of applicant:

Name of witness: SEE ANNEXURE  
Address of witness:

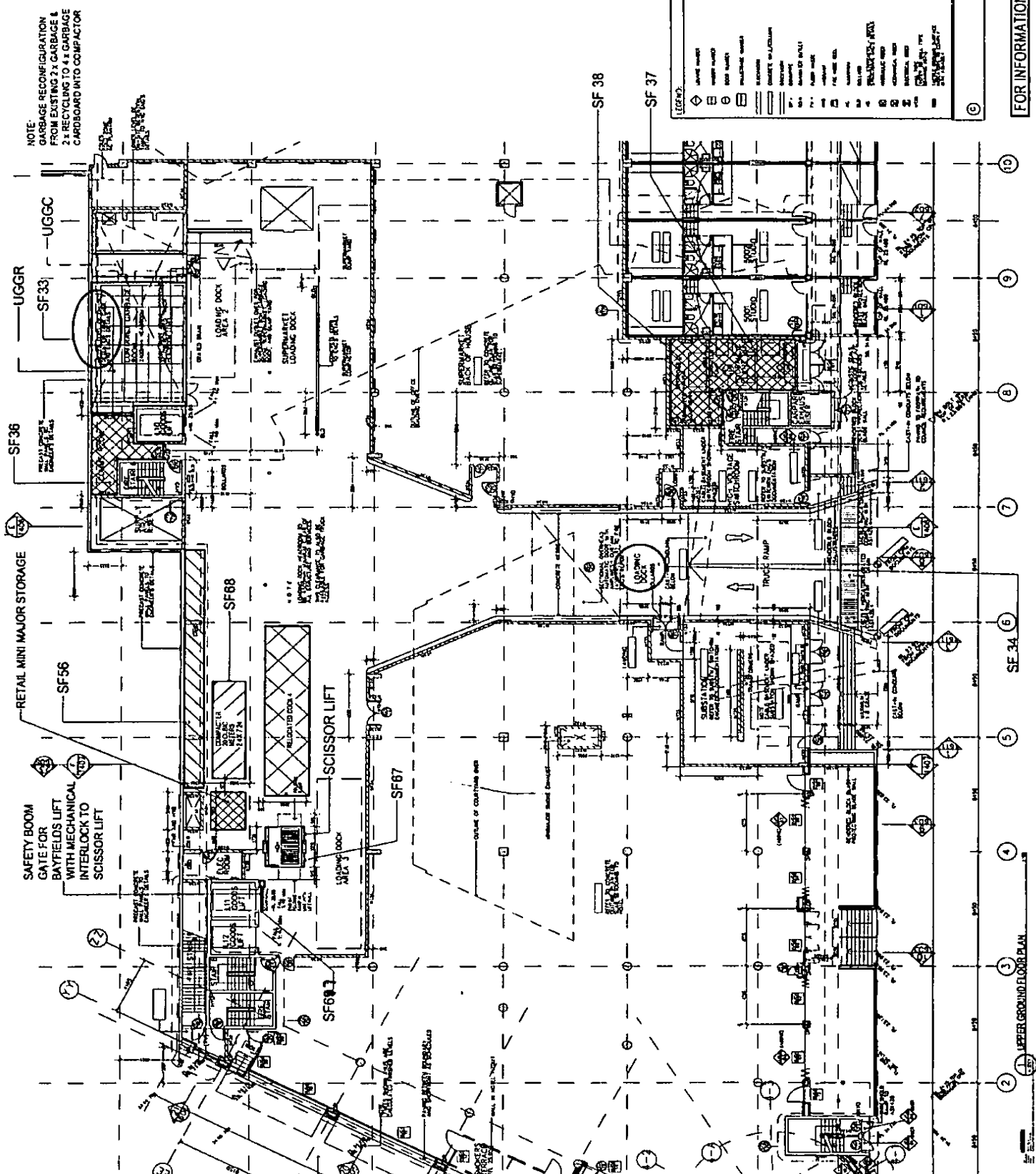
## “Annexure A”

The Strata Management Statement is amended as follows:

- (a) The plan which is page 136 of 180 of the Strata Management Statement is replaced with the new plan which is Annexure “B”. This plan shows the revised position of Loading Dock Area 4 and the New Shared Facilities.
- (b) Page 120 of 180 of the Strata Management Statement is replaced with the new page 120 which is Annexure “C”. Schedule 1 of the Strata Management Statement is amended by adding the New Shared Facilities being SF67 and SF68 as set out in “Annexure C”.
- (c) Page 127 of 180 of the Strata Management Statement is replaced with the new page 127 which is Annexure “D”. Schedule 2 of the Strata Management Statement is amended by adding the division of costs for the New Shared Facilities as set out in “Annexure D”.
- (d) Clause 64 of the Strata Management Statement is amended by adding clause 64.7 as set out in the Request as follows:

**“64.7 Retail Mini Major Storage**

The Retail Mini Major Storage is shown on the Plan (see page 136) is for the exclusive use of the Mini Major tenancy within the Retail Lot. The Retail Owner must ensure that the Retail Mini Major Storage is maintained in a clean and tidy condition.”



ANNEXURE C

## Schedule 1 – SP83746

| SF   | Shared Facility                                                                                           | Description                                                                                                                                                                                                                                                                                                                                       | Member benefited                                   |
|------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| SF62 | Services - sewerage consumption and standing charges for shared sewerage services servicing Dee Why Grand | This Shared Facility includes the supply of sewerage services to Dee Why Grand that is not separately metered and used solely by a Member, or is not otherwise used solely by a Member and levied directly to Member<br><br>Costs include the charges for consumption of sewerage services and standing charges of the sewerage utility provider. | All Members                                        |
| SF63 | Travelator                                                                                                |                                                                                                                                                                                                                                                                                                                                                   | Bottle Shop, Retail Owner                          |
| SF64 | Car Park Cleaning Basement 2                                                                              |                                                                                                                                                                                                                                                                                                                                                   | Retail Owner, Hotel Owner and Commercial Owner     |
| SF65 | Car Park Cleaning Basement 3                                                                              |                                                                                                                                                                                                                                                                                                                                                   | Commercial Owner and Residential Owner             |
| SF66 | Car Park Cleaning Basement 1                                                                              |                                                                                                                                                                                                                                                                                                                                                   | Bottle Shop and Retail Owner                       |
| SF67 | Scissor Lift and Safety Boom Gate                                                                         | This Shared Facility is located at the rear of the Loading Dock (on the upper ground floor) on Retail and comprises the Scissor Lift, Safety Boom Gate and associated mechanical system.                                                                                                                                                          | All Members except Residential Owner               |
| SF68 | Compactor for Recycling                                                                                   | This Shared Facility is located at the rear of the Loading Dock (on the upper ground floor) on Retail and comprises the compactor for recycling. The shared costs include repair and maintenance and the regular costs of removal of the recycling.                                                                                               | Retail Owner and Bottle Shop Owner and Hotel Owner |

## “Annexure D”

### Schedule 2 – SP83746

| No.  | Shared Facility                                                                                                 | Retail Car Park Owner | Retail Owner | Hotel Owner | Bottle Shop Owner | Commercial Owner | Residential Owner | Method of Dividing Costs                            |
|------|-----------------------------------------------------------------------------------------------------------------|-----------------------|--------------|-------------|-------------------|------------------|-------------------|-----------------------------------------------------|
| SF61 | Services - water consumption and standing charges through water meters for shared water servicing Dee Why Grand | 0                     | 42%          | 8%          | 5%                | 20%              | 25%               | Estimated proportional usage of the Shared Facility |
| SF62 | Services - sewerage consumption and standing charges for shared sewerage services servicing Dee Why Grand       | 0                     | 42%          | 8%          | 5%                | 20%              | 25%               | Estimated proportional usage of the Shared Facility |
| SF63 | Travelator                                                                                                      | 0%                    | 100%         | 0%          | 0%                | 0%               | 0%                | Estimated proportional usage of the Shared Facility |
| SF64 | Car Park Cleaning Basement 2                                                                                    | 0%                    | 70%          | 0%          | 0%                | 30%              | 0%                | Estimated proportional usage of the Shared Facility |

| No.   | Shared Facility                    | Retail Car Park Owner | Retail Owner                                      | Hotel Owner                               | Bottle Shop Owner                         | Commercial Owner | Residential Owner | Method of Dividing Costs                            |
|-------|------------------------------------|-----------------------|---------------------------------------------------|-------------------------------------------|-------------------------------------------|------------------|-------------------|-----------------------------------------------------|
| SF65  | Car Park Cleaning Basement 3       | 0%                    | 0%                                                | 0%                                        | 0%                                        | 26%              | 74%               | Estimated proportional usage of the Shared Facility |
| SF66  | Car Park Cleaning Basement 1       | 0%                    | 90%                                               | 0%                                        | 0%                                        | 5%               | 5%                | Estimated proportional usage of the Shared Facility |
| SF67  | Scissor Lift and Safety Boom Gates |                       | 100%                                              |                                           |                                           |                  |                   | Not applicable                                      |
| SF68  | Compactor for Recycling            |                       | 70% of the costs of leasing the compactor         | 15% of the costs of leasing the compactor | 15% of the costs of leasing the compactor |                  |                   | Estimated proportional usage of the Shared Facility |
| SF 68 | Compactor for Recycling            |                       | 100% of all other costs relating to the compactor | 0%                                        | 0%                                        |                  |                   | Not applicable                                      |

**ANNEXURE A**

DEE WHY GRAND SHOPPING CENTRE PTY LTD, the registered proprietor of  
Lot 2 in DP 1146740 hereby gives permission to register  
the amendments/additions to the Strata Management Statement.

Signed by DEE WHY GRAND SHOPPING CENTRE PTY LTD  
(company name)

in accordance with Section 127 of the Corporations Act in the presence of

Leah Walsh  
Secretary/Director  
Name. Leah Walsh

Andrew Walsh  
Director  
Name. Andrew Walsh

This document must be signed in accordance with  
Section 127 of the Corporations Act or by power of  
attorney (POA). If under POA, a copy of the POA or  
registration details should be returned with this form.

This document must be signed by either:

- (a) two directors; or
- (b) a director and a secretary; or
- (c) if you are the sole director and sole secretary, only  
one signature is required. You must state that you  
are the sole director and sole secretary next to your signature.

COMMON  
SEAL  
(optional)

**ANNEXURE A**

DEE WHY GRAND SHOPPING CENTRE P/L, the registered proprietor of  
Lot 1 in DP 1146740 hereby gives permission to register  
the amendments/additions to the Strata Management Statement.

Signed by DEE WHY GRAND SHOPPING CENTRE PTY LTD  
(company name)

in accordance with Section 127 of the Corporations Act in the presence of

Leah Walsh  
Secretary/Director  
Name . Leah Walsh

Andrew Walsh  
Director  
Name . Andrew Walsh

This document must be signed in accordance with  
Section 127 of the Corporations Act or by power of  
attorney (POA). If under POA, a copy of the POA or  
registration details should be returned with this form.

This document must be signed by either:

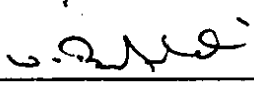
- (a) two directors; or
- (b) a director and a secretary; or
- (c) if you are the sole director and sole secretary, only  
one signature is required. You must state that you  
are the sole director and sole secretary next to your signature.

COMMON  
SEAL  
(optional)

## **ANNEXURE A**

DEE WHY HOTEL PROPERTIES Pty LTD, the registered proprietor of  
Lot 3 in DP 1146740 hereby gives permission to register  
the amendments/additions to the Strata Management Statement.

Signed by DEE WHY HOTEL PROPERTIES Pty LTD  
(company name)  
in accordance with Section 127 of the Corporations Act in the presence of

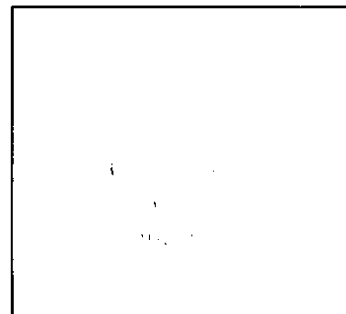
  
Secretary/Director  
Name: Wayne Bayfield

  
Director  
Name: Kaine Bayfield

This document must be signed in accordance with  
Section 127 of the Corporations Act or by power of  
attorney (POA). If under POA, a copy of the POA or  
registration details should be returned with this form.

This document must be signed by either:

- (a) two directors; or
- (b) a director and a secretary; or
- (c) if you are the sole director and sole secretary, only  
one signature is required. You must state that you  
are the sole director and sole secretary next to your signature.



**ANNEXURE A**

BAYFIELDS PROPERTIES PTY LTD, the registered proprietor of  
Lot 4 in DP 11467140 hereby gives permission to register  
the amendments/additions to the Strata Management Statement.

Signed by BAYFIELDS PROPERTIES PTY LTD  
(company name)

in accordance with Section 127 of the Corporations Act in the presence of

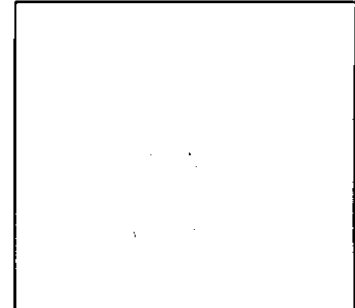
Wayne Bayfield  
Secretary/Director  
Name

Kaine Bayfield  
Director  
Name

This document must be signed in accordance with  
Section 127 of the Corporations Act or by power of  
attorney (POA). If under POA, a copy of the POA or  
registration details should be returned with this form.

This document must be signed by either:

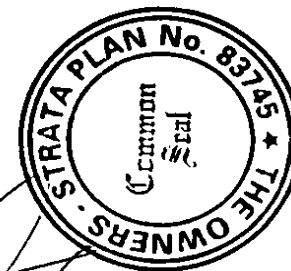
- (a) two directors; or
- (b) a director and a secretary; or
- (c) if you are the sole director and sole secretary, only  
one signature is required. You must state that you  
are the sole director and sole secretary next to your signature.



**ANNEXURE**

The Common Seal of the **Owners S.P. 83745** was hereunto affixed on 13 September 2012 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, 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)



Signature of witness:

*V. Haddad*

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Sydney NSW 2010

The Common Seal of the **Owners S.P. 83746** was hereunto affixed on 13 September 2012 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, 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)

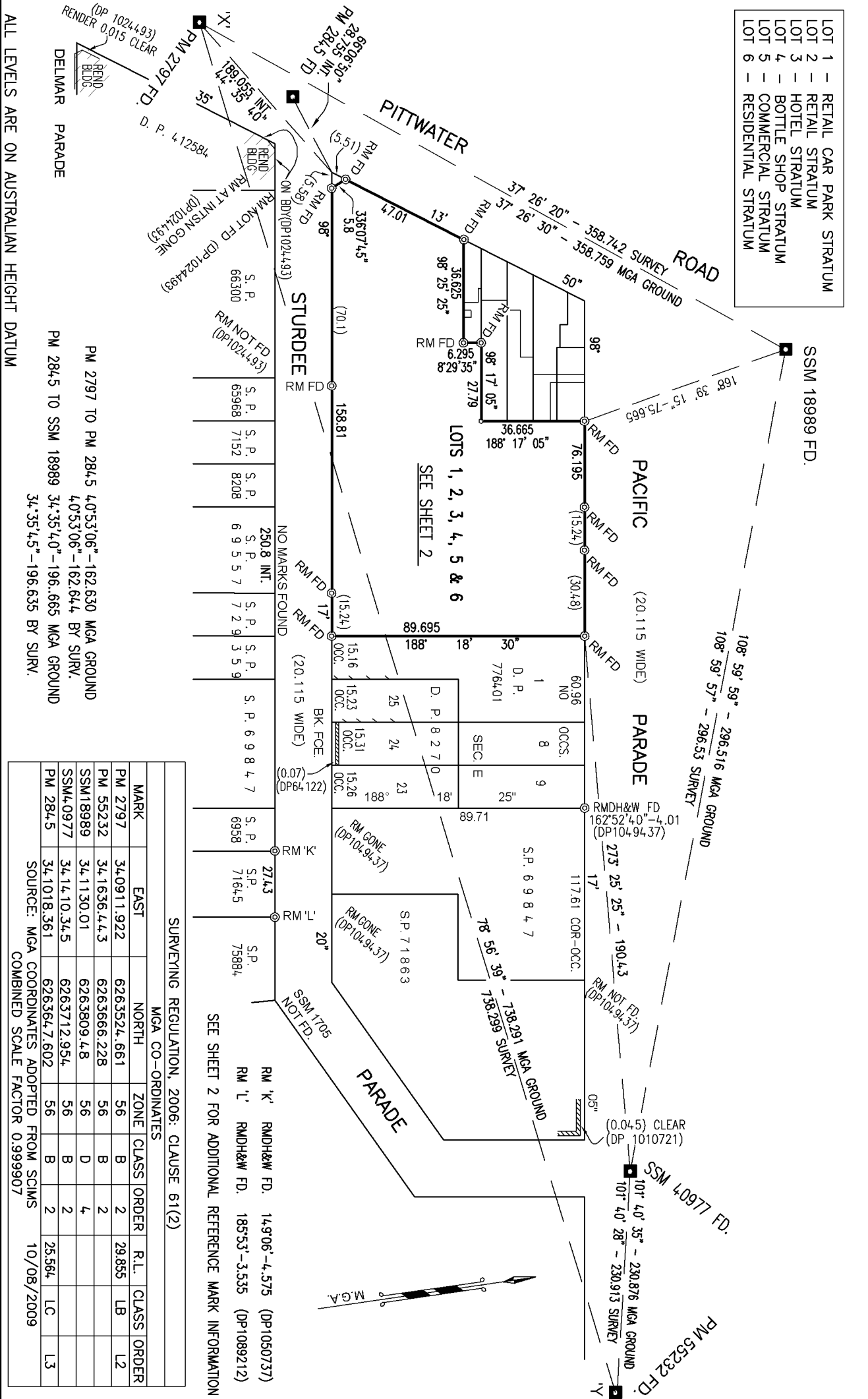


Signature of witness:

*V. Haddad*

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Sydney NSW 2010

- LOT 1 - RETAIL CAR PARK STRATUM
- LOT 2 - RETAIL STRATUM
- LOT 3 - HOTEL STRATUM
- LOT 4 - BOTTLE SHOP STRATUM
- LOT 5 - COMMERCIAL STRATUM
- LOT 6 - RESIDENTIAL STRATUM



ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

PM 2797 TO PM 2845 40°53'06"-162.630 MGA GROUND  
40°53'06"-162.644 BY SURV.  
PM 2845 TO SSM 18989 34°35'40"-196.665 MGA GROUND  
34°35'45"-196.635 BY SURV.

| SURVEYING REGULATION, 2006: CLAUSE 61(2)   |            |             |      |       |       |            |
|--------------------------------------------|------------|-------------|------|-------|-------|------------|
| MGA CO-ORDINATES                           |            |             |      |       |       |            |
| MARK                                       | EAST       | NORTH       | ZONE | CLASS | ORDER | R.L.       |
| PM 2797                                    | 340911.922 | 6263524.661 | 56   | B     | 2     | 29.855     |
| PM 55232                                   | 341636.443 | 6263666.228 | 56   | B     | 2     |            |
| SSM18989                                   | 341130.01  | 6263809.48  | 56   | D     | 4     |            |
| SSM40977                                   | 341410.345 | 6263712.954 | 56   | B     | 2     |            |
| PM 2845                                    | 341018.361 | 6263647.602 | 56   | B     | 2     | 25.564     |
| SOURCE: MGA COORDINATES ADOPTED FROM SCIMS |            |             |      |       |       | 10/08/2009 |
| COMBINED SCALE FACTOR 0.999907             |            |             |      |       |       |            |

Surveyor: ANTHONY ALLEN

Date of Survey: 1/09/2009

Surveyor's Ref: 071-07/2

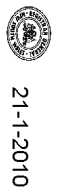
FILE 2009M7100(1546) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 100 DP1134527

LGA: WARRINGAH  
Locality: DEE WHY  
Subdivision No: 10749

Lengths are in metres. Reduction Ratio 1:1250

REGISTERED

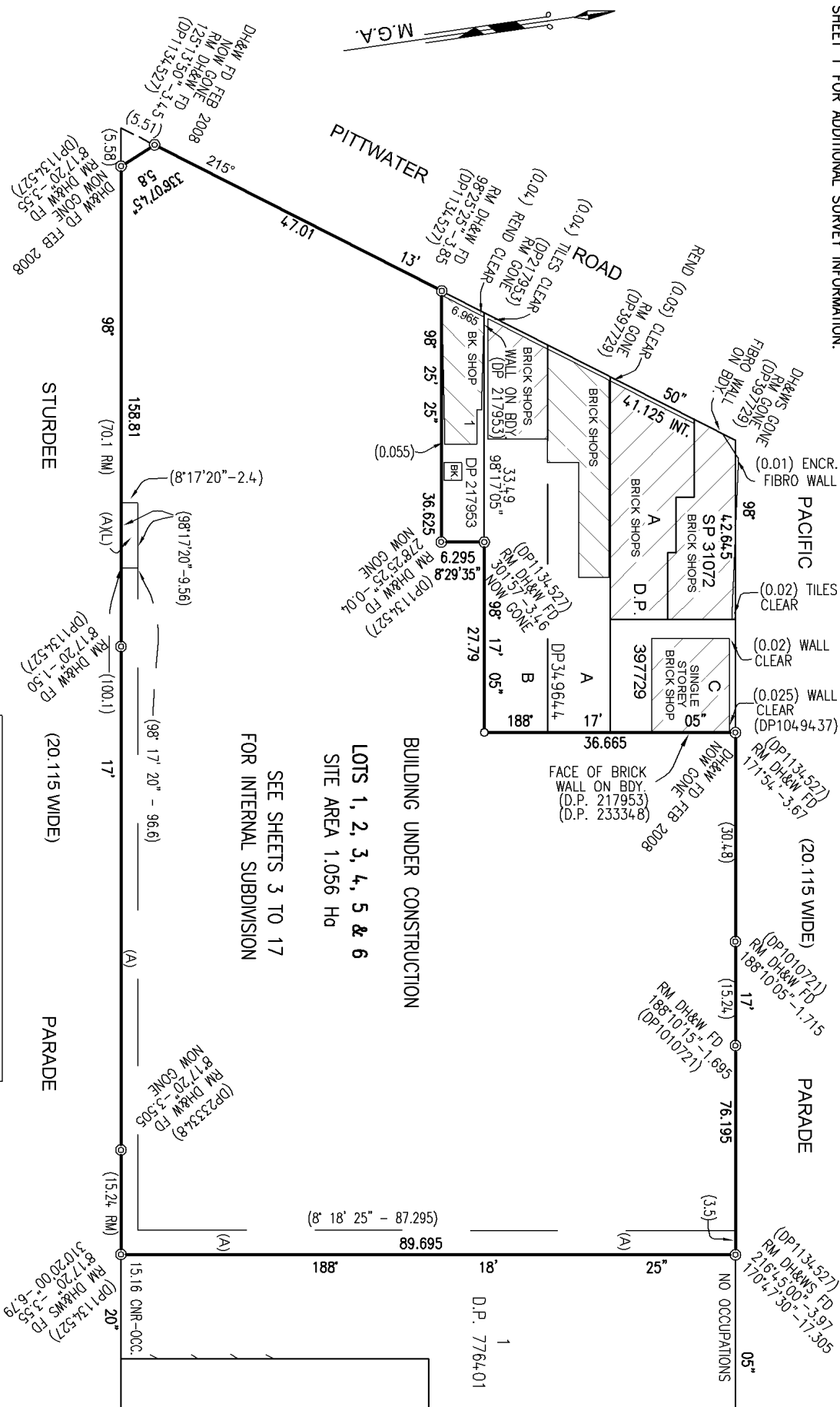


21-1-2010

DP1146740

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

SEE SHEET 1 FOR ADDITIONAL SURVEY INFORMATION.



(A) DENOTES EASEMENT TO DRAIN WATER 2.4 & 3.5 WIDE  
(L) DENOTES THIS PART OF EASEMENT TO DRAIN WATER  
2.4 & 3.5 WIDE LIMITED IN DEPTH TO RL 23.8

CREATED ON THIS PLAN THE WHOLE OF EACH PART  
LOT IS AFFECTED BY:  
EASEMENT FOR SUPPORT & SHELTER  
EASEMENT FOR SERVICES  
RESTRICTION ON USE OF LAND  
POSITIVE COVENANT  
POSITIVE COVENANT

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

Surveyor: ANTHONY ALLEN

PLAN OF SUBDIVISION OF LOT 100 DP1134527

LGA: WARRINGAH

REGISTERED

Date of Survey: 1/09/2009

Locality: DEE WHY



21-1-2010

DP1146740

Surveyor's Ref: 071-07/2

Subdivision No: 10749

FILE 2009M7100(1546) ADDITIONAL SHEETS

Lengths are in metres. Reduction Ratio 1:600

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

\\Tan1\va allen jobs store\06-07 jobs\071-2007 Dee Why Hotel\Final stratum plan\DP sheet 2 (A3).dwg

SEE SHEETS 1 & 2 FOR SURVEY INFORMATION & REFERENCE MARKS.

CORNERS NOT MARKED UNLESS SHOWN.

(A) DENOTES EASEMENT TO DRAIN WATER 2.4 & 3.5 WIDE. (SEE SHEET 2 FOR DIMENSIONS)

LOTS ON THIS SHEET ARE UNLIMITED IN DEPTH & LIMITED IN HEIGHT BY THE LOWER LIMITS OF BASEMENT 2 LEVEL SHOWN ON SHEET 4.

THIS SHEET GENERALLY SHOWS LOTS AT BASEMENT 3 LEVEL & BELOW

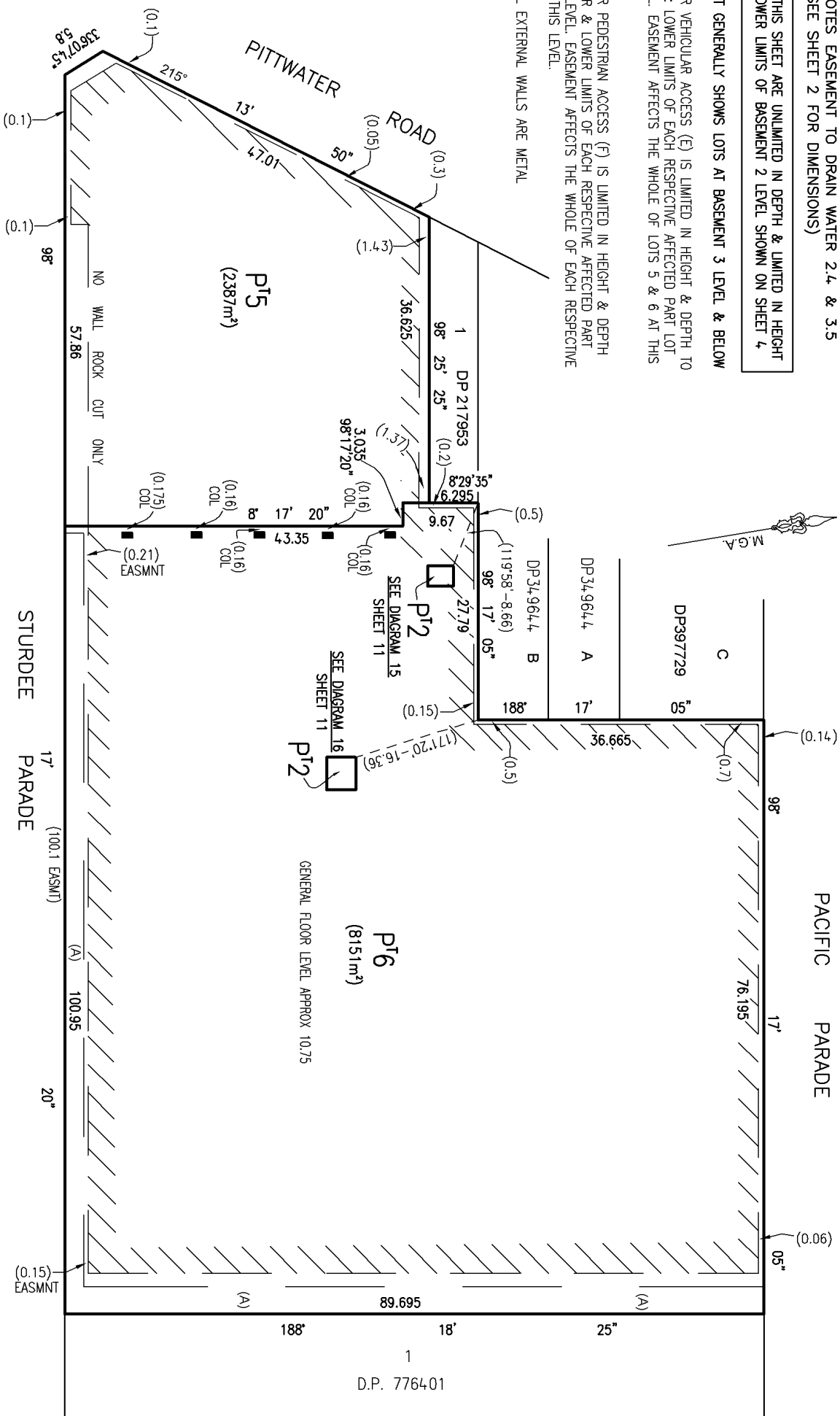
EASEMENT FOR VEHICULAR ACCESS (E) IS LIMITED IN HEIGHT & DEPTH TO THE UPPER & LOWER LIMITS OF EACH RESPECTIVE AFFECTED PART LOT AT THIS LEVEL. EASEMENT AFFECTS THE WHOLE OF LOTS 5 & 6 AT THIS LEVEL.

EASEMENT FOR PEDESTRIAN ACCESS (F) IS LIMITED IN HEIGHT & DEPTH TO THE UPPER & LOWER LIMITS OF EACH RESPECTIVE AFFECTED PART LOT AT THIS LEVEL. EASEMENT AFFECTS THE WHOLE OF EACH RESPECTIVE PART LOT AT THIS LEVEL.

AT THIS LEVEL EXTERNAL WALLS ARE METAL SHEET PILING.

**BASEMENT 3 CAR PARK LEVEL & BELOW**

PART LOT AREAS SHOWN ON THIS SHEET ARE FOR REGISTRAR GENERAL'S PURPOSES ONLY AND SHOULD NOT BE USED TO CALCULATE FLOOR AREA OR PARCEL AREAS.



Surveyor: ANTHONY ALLEN

Date of Survey: 1/09/2009

Surveyor's Ref: 071-07/2

FILE 2009M7100(1546) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 100 DP1134527

LGA: WARRINGAH

Locality: DEE WHY

Subdivision No: 10749

Lengths are in metres. Reduction Ratio 1:500

REGISTERED



21-1-2010

DP1146740

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

D.P. 776401

CORNERS NOT MARKED UNLESS SHOWN.

CORNERS NOT MARKED UNLESS SHOWN.  
FL - DENOTES GENERAL CONCRETE FLOOR LEVEL  
RL - DENOTES BOUNDARY LEVEL  
ES - DENOTES EDGE OF CONCRETE SLAB

DP1146740

Plan Sheet No. 6 of 17 Sheets

PLAN FORM 1 (A3)

SEE SHEETS 1 & 2 FOR SURVEY INFORMATION & REFERENCE MARKS.

THE LOWER LIMIT OF LOTS ON THIS SHEET ARE HORIZONTAL PLANES WITH REDUCED LEVELS SHOWN THUS RL -1- OR REGULAR INCLINED PLANES AS SHOWN IN THE DIAGRAMS

THIS SHEET GENERALLY SHOWS LOTS AT LOWER GROUND FLOOR LEVEL AND ARE LIMITED IN HEIGHT BY THE LOWER LIMITS OF LEVEL 1 LOTS SHOWN ON SHEET 8.

BEARINGS ARE EITHER 98° 17' 20" OR 8° 17' 20" UNLESS SHOWN OTHERWISE.

(A) DENOTES EASEMENT TO DRAIN WATER 2.4 & 3.5 WIDE. (SEE SHEET 2 FOR DIMENSIONS)

EASEMENT FOR VEHICULAR ACCESS (E1) IS LIMITED IN HEIGHT & DEPTH TO THE UPPER & LOWER LIMITS OF EACH RESPECTIVE AFFECTED PART LOT AT THIS LEVEL. EASEMENT AFFECTS THE WHOLE LOT 1 AT THIS LEVEL.

EASEMENT FOR PEDESTRIAN ACCESS (F) IS LIMITED IN HEIGHT & DEPTH TO THE UPPER & LOWER LIMITS OF EACH RESPECTIVE AFFECTED PART LOT AT THIS LEVEL. EASEMENT AFFECTS THE WHOLE OF LOTS 1, 2 & 6 AT THIS LEVEL

(H) DENOTES EASEMENT TO USE LOADING DOCK LIMITED IN HEIGHT TO THE UPPER LIMIT OF PART LOT 2 AT THIS LEVEL AND LIMITED IN DEPTH TO RL 24.0. (SEE DIAGRAM 14-ON SHEET 14).

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1146740

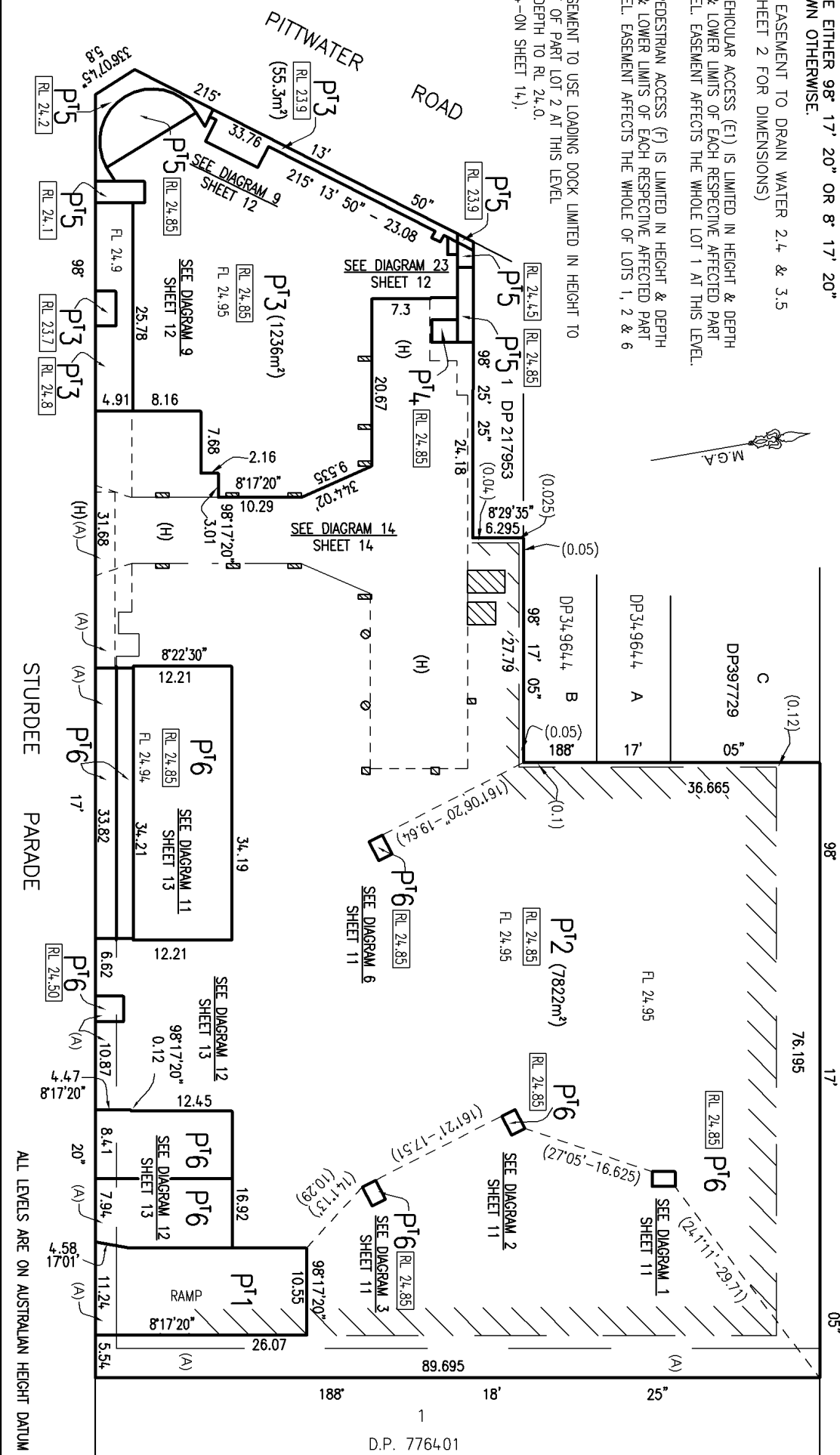
ePlan Sheet No. 7 of 17 Sheets

UPPER GROUND FLOOR

PART LOT AREAS SHOWN ON THIS SHEET ARE FOR REGISTRAR GENERALS PURPOSES ONLY AND SHOULD NOT BE USED TO CALCULATE FLOOR AREA OR PARCEL AREAS.

CORNERS NOT MARKED UNLESS SHOWN.  
FL - DENOTES GENERAL CONCRETE FLOOR LEVEL  
RL - DENOTES BOUNDARY LEVEL

PACIFIC PARADE



STURDEE PARADE

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

Surveyor: ANTHONY ALLEN

PLAN OF SUBDIVISION OF LOT 100 DP1134527

LGA: WARRINGAH

REGISTERED

DP1146740

Date of Survey: 1/09/2009

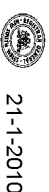
Surveyor's Ref: 071-07/2

FILE 2009M7100(1546) ADDITIONAL SHEETS

Locality: DEE WHY

Subdivision No: 10749

Lengths are in metres. Reduction Ratio 1:500



21-1-2010

DP1146740

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

\\Tony1\allen jobs store\06-07 jobs\071-2007 Dee Why Hotel\final stratum plan\DP Sheet 7 Lev UG.dwg

REGISTERED

21-1-2010

SEE SHEETS 1 & 2 FOR SURVEY INFORMATION & REFERENCE MARKS.

THE LOWER LIMIT OF LOTS ON THIS SHEET ARE HORIZONTAL PLANES WITH REDUCED LEVELS SHOWN THUS RL -1

THIS SHEET GENERALLY SHOWS LOTS AT LEVELS 2 TO 4, AND ARE LIMITED IN HEIGHT BY THE LOWER LIMITS OF LEVEL 5 LOTS SHOWN ON SHEET 10.

**LEVELS 2 TO 4**

PART LOT AREAS SHOWN ON THIS SHEET ARE FOR REGISTRAR GENERALS PURPOSES ONLY AND SHOULD NOT BE USED TO CALCULATE FLOOR AREA OR PARCEL AREAS.

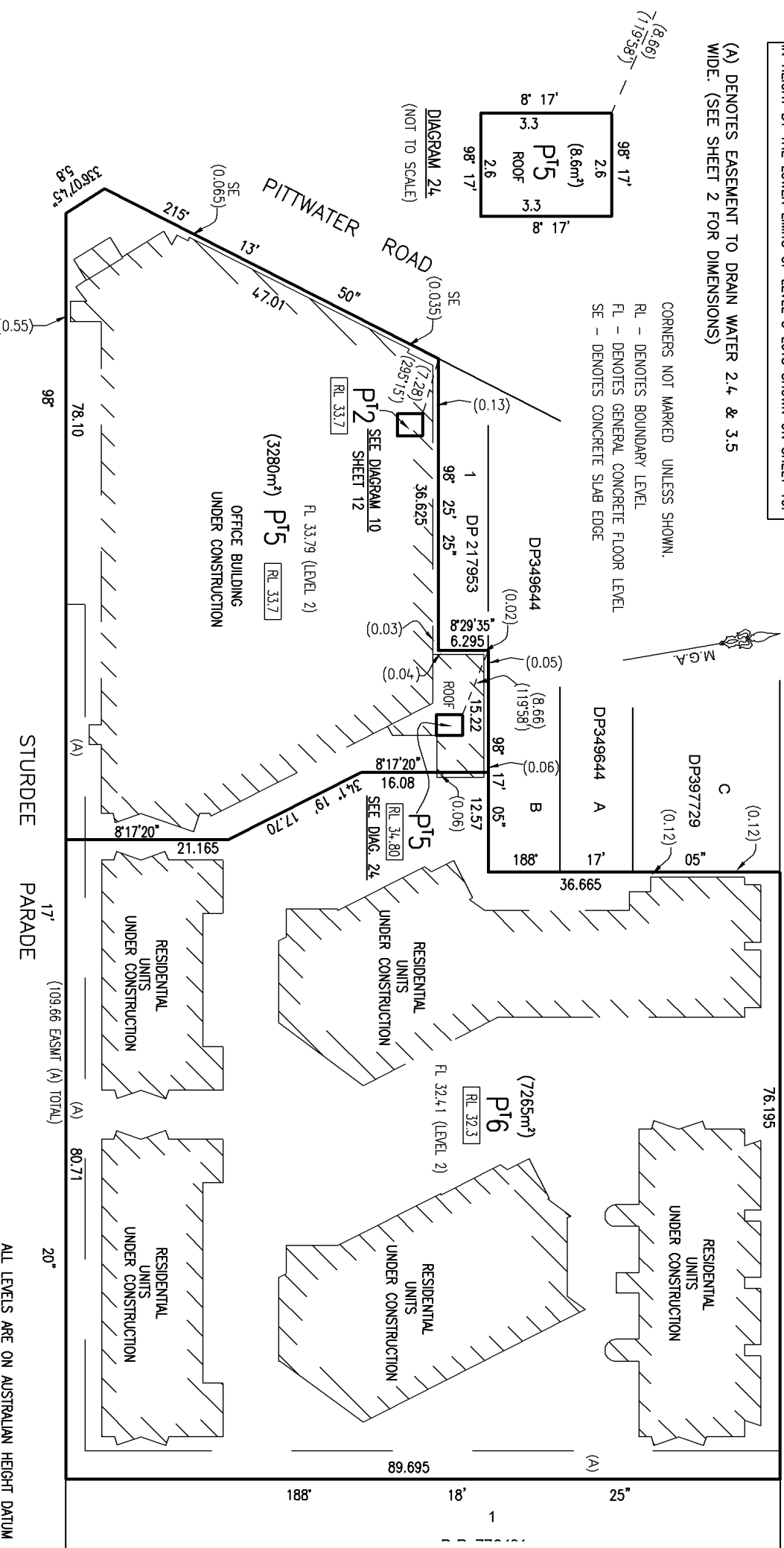
(A) DENOTES EASEMENT TO DRAIN WATER 2.4 & 3.5 WIDE. (SEE SHEET 2 FOR DIMENSIONS)

CORNERS NOT MARKED UNLESS SHOWN.

RL - DENOTES BOUNDARY LEVEL

FL - DENOTES GENERAL CONCRETE FLOOR LEVEL

SE - DENOTES CONCRETE SLAB EDGE



ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

Surveyor: ANTHONY ALLEN

Date of Survey: 1/09/2009

Surveyor's Ref: 071-07/2

FILE 2009M7100(15.6) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 100 DP1134527

LGA: WARRINGAH

Locality: DEE WHY

Subdivision No: 10749

Lengths are in metres. Reduction Ratio 1:500

REGISTERED



21-1-2010

DP1146740

SEE SHEETS 1 & 2 FOR SURVEY INFORMATION & REFERENCE MARKS.

THE LOWER LIMIT OF LOTS ON THIS SHEET ARE HORIZONTAL PLANES WITH REDUCED LEVELS SHOWN THUS [RL -]

THIS SHEET GENERALLY SHOWS LOTS AT LEVEL 5 AND ARE UNLIMITED IN HEIGHT.

(A) DENOTES EASEMENT TO DRAIN WATER 2.4' & 3.5' WIDE. (SEE SHEET 2 FOR DIMENSIONS)

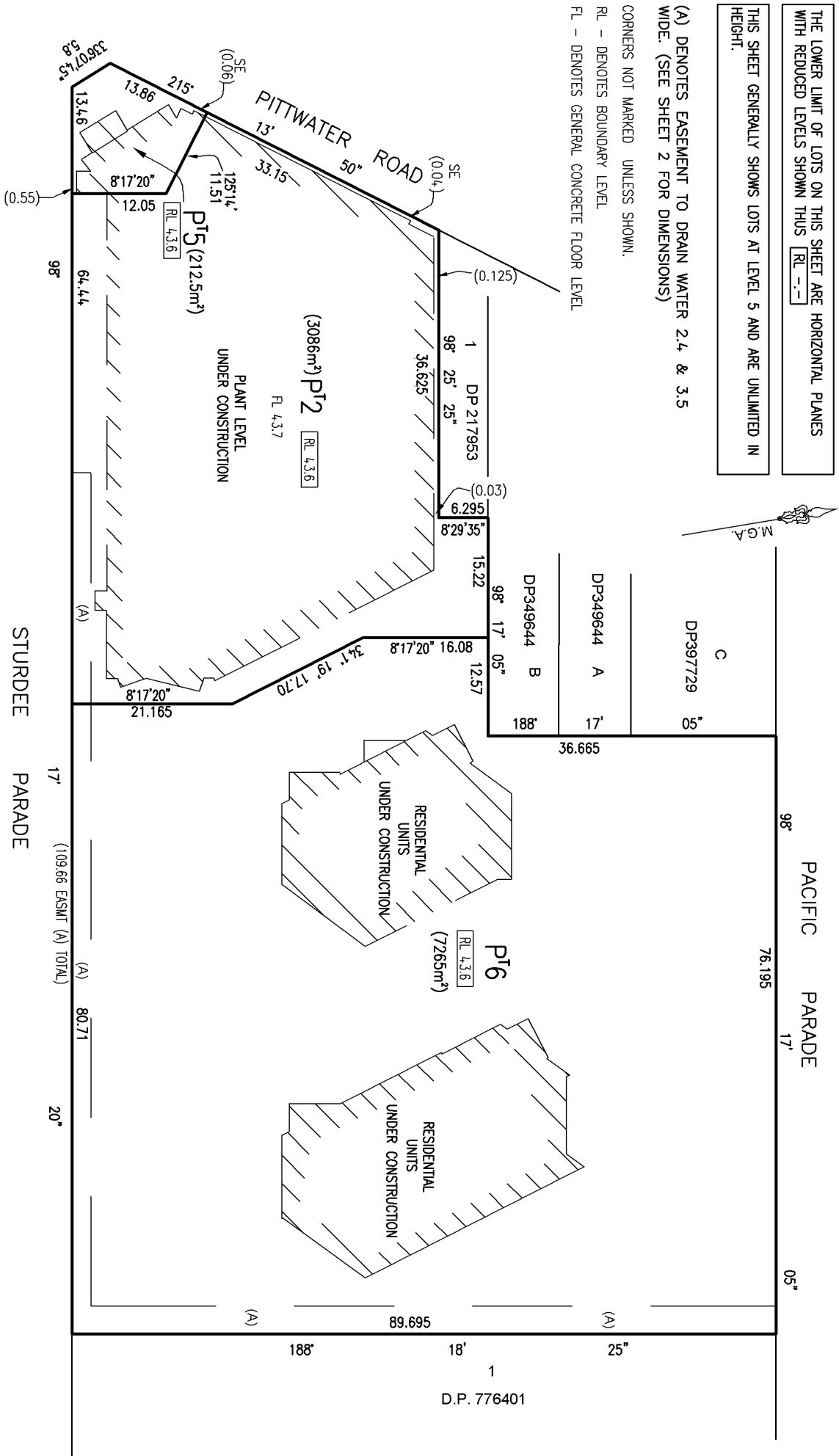
CORNERS NOT MARKED UNLESS SHOWN.

RL - DENOTES BOUNDARY LEVEL

FL - DENOTES GENERAL CONCRETE FLOOR LEVEL

**LEVEL 5 & UPWARDS**

PART LOT AREAS SHOWN ON THIS SHEET ARE FOR REGISTRAR GENERALS PURPOSES ONLY AND SHOULD NOT BE USED TO CALCULATE FLOOR AREA OR PARCEL AREAS.



ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

Surveyor: ANTHONY ALLEN

Date of Survey: 1/09/2009

Surveyor's Ref: 071-07/2

FILE 2009M7100(15.6) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 100 DP1134527

LGA: WARRINGAH

Locality: DEE WHY

Subdivision No: 10749

Lengths are in metres. Reduction Ratio 1:500

REGISTERED



21-1-2010

DP1146740

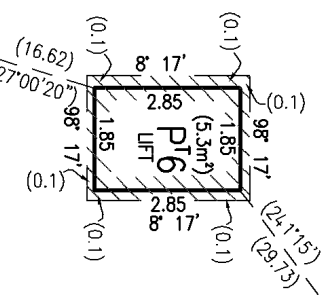
**DIAGRAMS ONLY**

SEE SHEETS 1 TO 2 FOR SURVEY INFORMATION & REFERENCE MARKS.

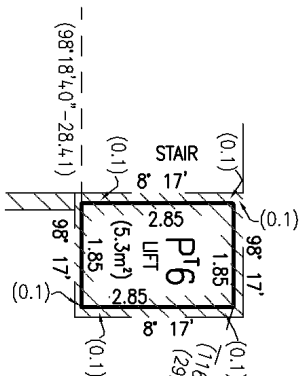
CORNERS NOT MARKED UNLESS SHOWN.

THIS SHEET SHOWS DIAGRAM 3 TO LEVEL 1 WHICH ARE LIMITED IN HEIGHT & DEPTH BY THE RESPECTIVE UPPER LIMITS SHOWN & DESCRIBED ON SHEETS 4, TO 8.

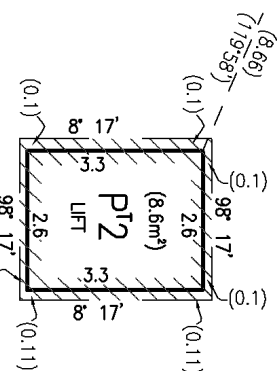
PART LOT AREAS SHOWN ON THIS SHEET ARE FOR REGISTRAR GENERALS PURPOSES ONLY AND SHOULD NOT BE USED TO CALCULATE FLOOR AREA OR PARCEL AREAS.



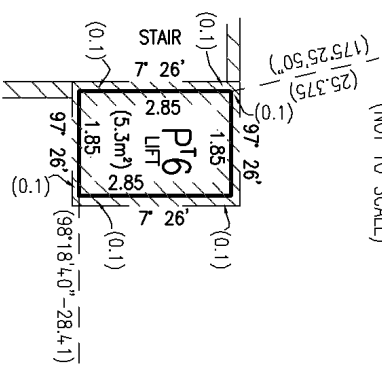
**DIAGRAM 1** (NOT TO SCALE)



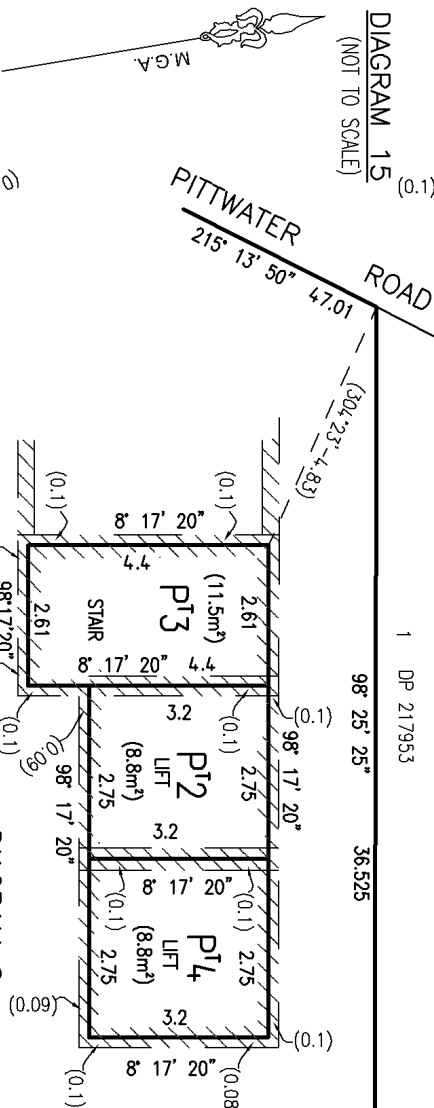
**DIAGRAM 4** (NOT TO SCALE)



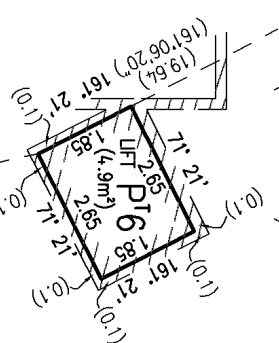
**DIAGRAM 15** (NOT TO SCALE)



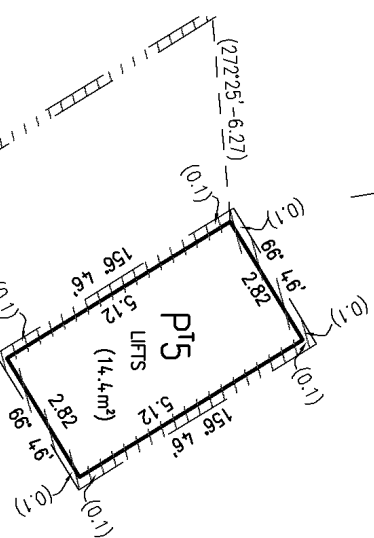
**DIAGRAM 2** (NOT TO SCALE)



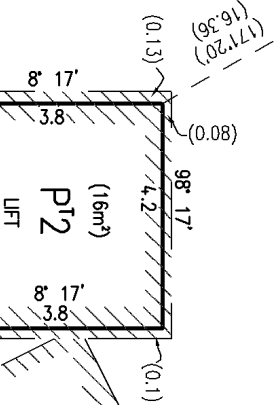
**DIAGRAM 8** (NOT TO SCALE)



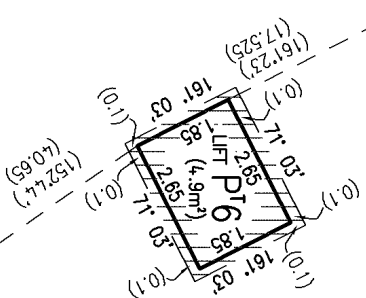
**DIAGRAM 5** (NOT TO SCALE)



**DIAGRAM 7** (NOT TO SCALE)



**DIAGRAM 16** (NOT TO SCALE)



**DIAGRAM 3** (NOT TO SCALE)

**DIAGRAM 6** (NOT TO SCALE)

**DIAGRAM 7** (NOT TO SCALE)

**DIAGRAM 16** (NOT TO SCALE)

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

Surveyor: ANTHONY ALLEN

Date of Survey: 1/09/2009

Surveyor's Ref: 071-07/2

FILE 2009M7100(15.46) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 100 DP1134527

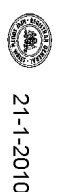
LGA: WARRINGAH

Locality: DEE WHY

Subdivision No: 10749

Lengths are in metres. Red Ratio AS SHOWN

REGISTERED



21-1-2010

DP1146740

DIAGRAMS ONLY

SEE SHEETS 1 TO 2 FOR SURVEY INFORMATION & REFERENCE MARKS.

CORNERS NOT MARKED UNLESS SHOWN.

BEARINGS ARE EITHER 98° 17' 20" OR 8° 17' 20" UNLESS SHOWN OTHERWISE.

THIS SHEET SHOWS DIAGRAMS AT UPPER GROUND LEVEL WHICH ARE LIMITED IN DEPTH BY HORIZONTAL PLANS WITH REDUCED LEVELS SHOW THUS AND ARE LIMITED IN HEIGHT BY THE LOWER LIMITS OF LEVEL 1 LOTS SHOWN ON SHEET 8.

HEIGHT LIMITS FOR DIAGRAM 10 ARE AS NOTED ON SHEETS 4 TO 9.

PART LOT AREAS SHOWN ON THIS SHEET ARE FOR REGISTRAR GENERALS PURPOSE ONLY AND SHOULD NOT BE USED TO CALCULATE FLOOR AREA OR PARCEL AREAS.

TABLE OF SHORT LINES

| No. | BEARING | DIST. |
|-----|---------|-------|
| 2   | 216°54' | 0.95  |
| 3   | 215°14' | 0.28  |
| 4   | 215°14' | 0.23  |
| 5   | 305°14' | 1.03  |

TABLE OF SHORT LINES

| No. | BEARING  | DIST. |
|-----|----------|-------|
| 6   | 215°14'  | 1.20  |
| 7   | 305°14'  | 1.03  |
| 8   | 98°34'   | 2.23  |
| 9   | 81°7'20" | 1.09  |

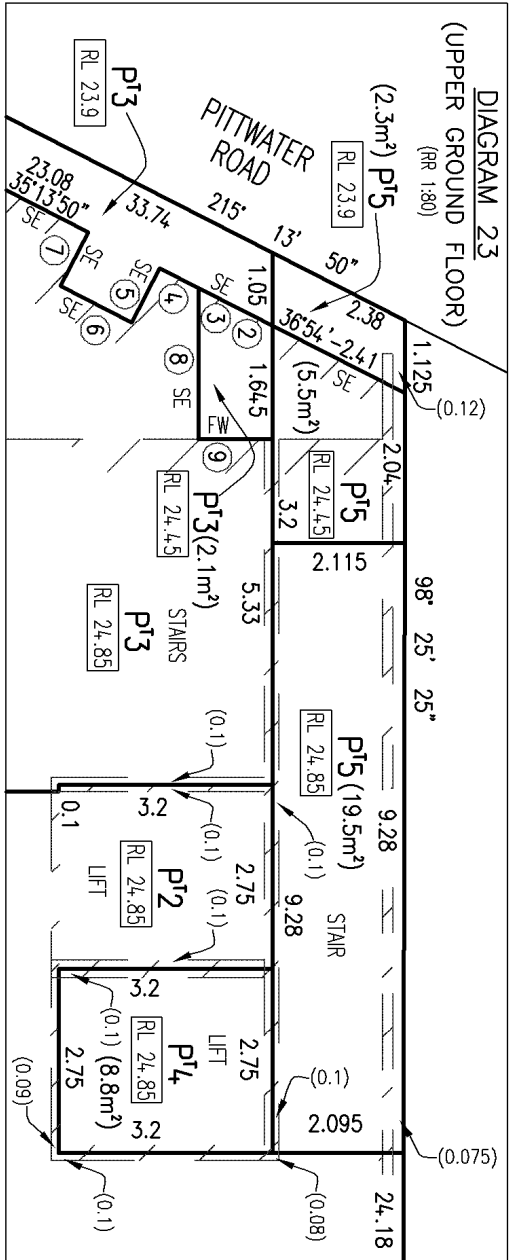
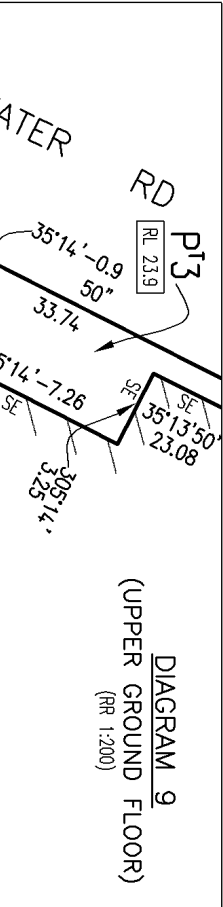


DIAGRAM 9  
(UPPER GROUND FLOOR)  
(RR 1:200)

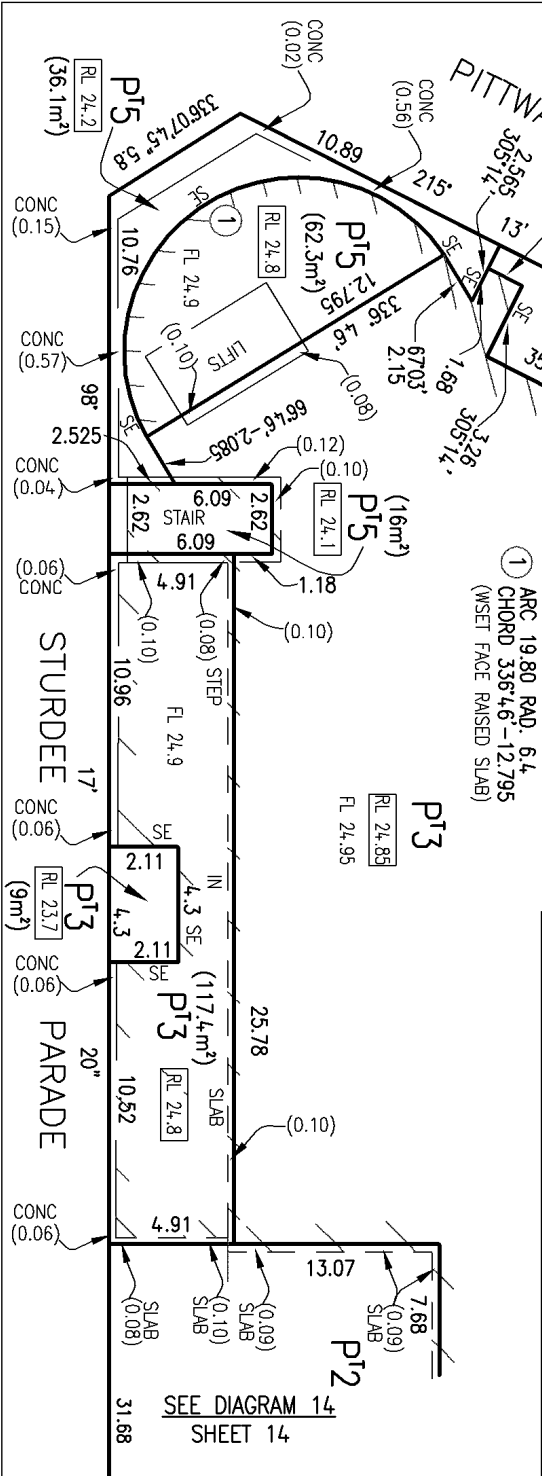
FL - DENOTES GENERAL CONCRETE FLOOR LEVEL  
RL - DENOTES BOUNDARY LEVEL  
SE - DENOTES EDGE OF CONCRETE SLAB  
FW - DENOTES FACE OF WALL



① ARC 19.80 RAD. 6.4  
CHORD 336°46'-12.795  
(WSET FACE RAISED SLAB)

DIAGRAM 10

(P12 LEVELS B2 TO 2)  
(P14, B2 TO UPPER GRND)  
RR 1:100 APPROX



ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

Surveyor: ANTHONY ALLEN

Date of Survey: 1/09/2009

Surveyor's Ref: 071-07/2

FILE 2009M7100(15.46) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 100 DP1134527

LGA: WARRINGAH

Locality: DEE WHY

Subdivision No: 10749

Lengths are in metres. Red. Ratio AS SHOWN

REGISTERED



21-1-2010

DP1146740

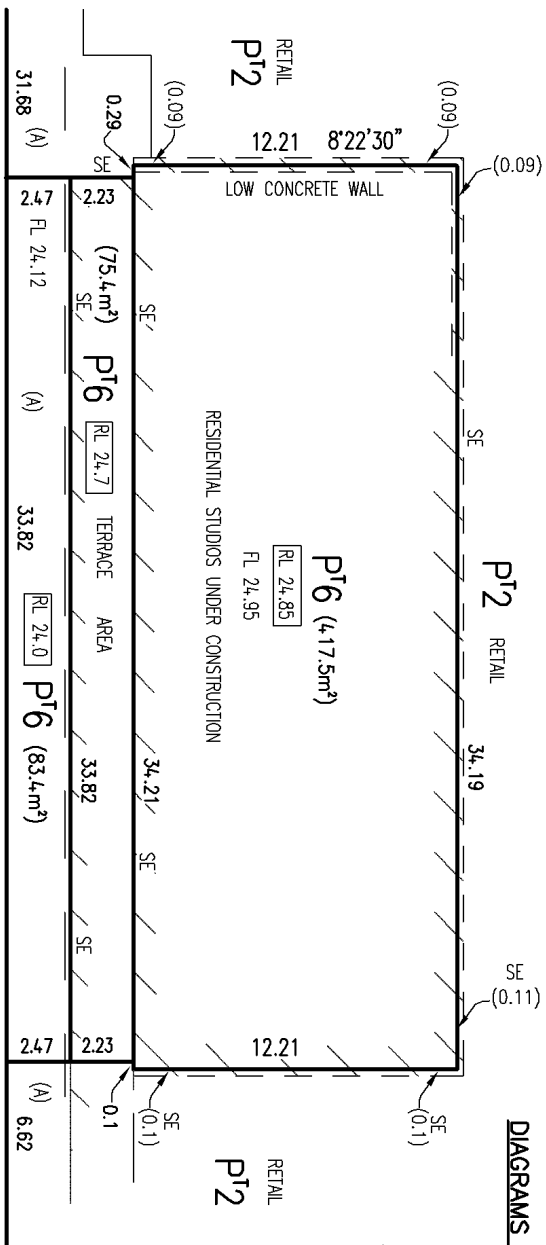


DIAGRAM 11  
(UPPER GROUND FLOOR)  
RR 1:200

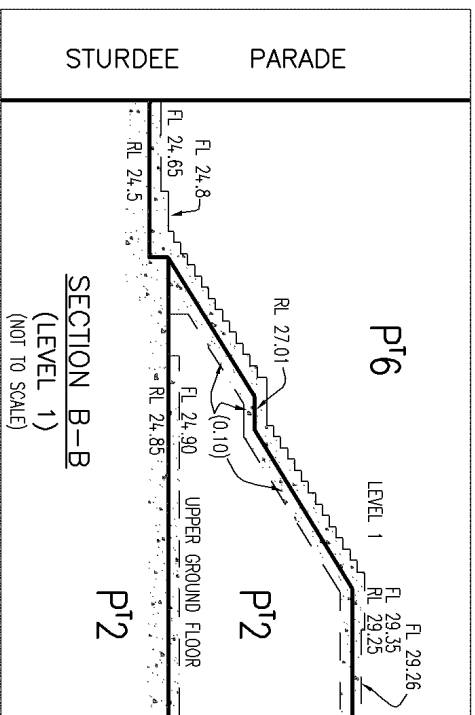
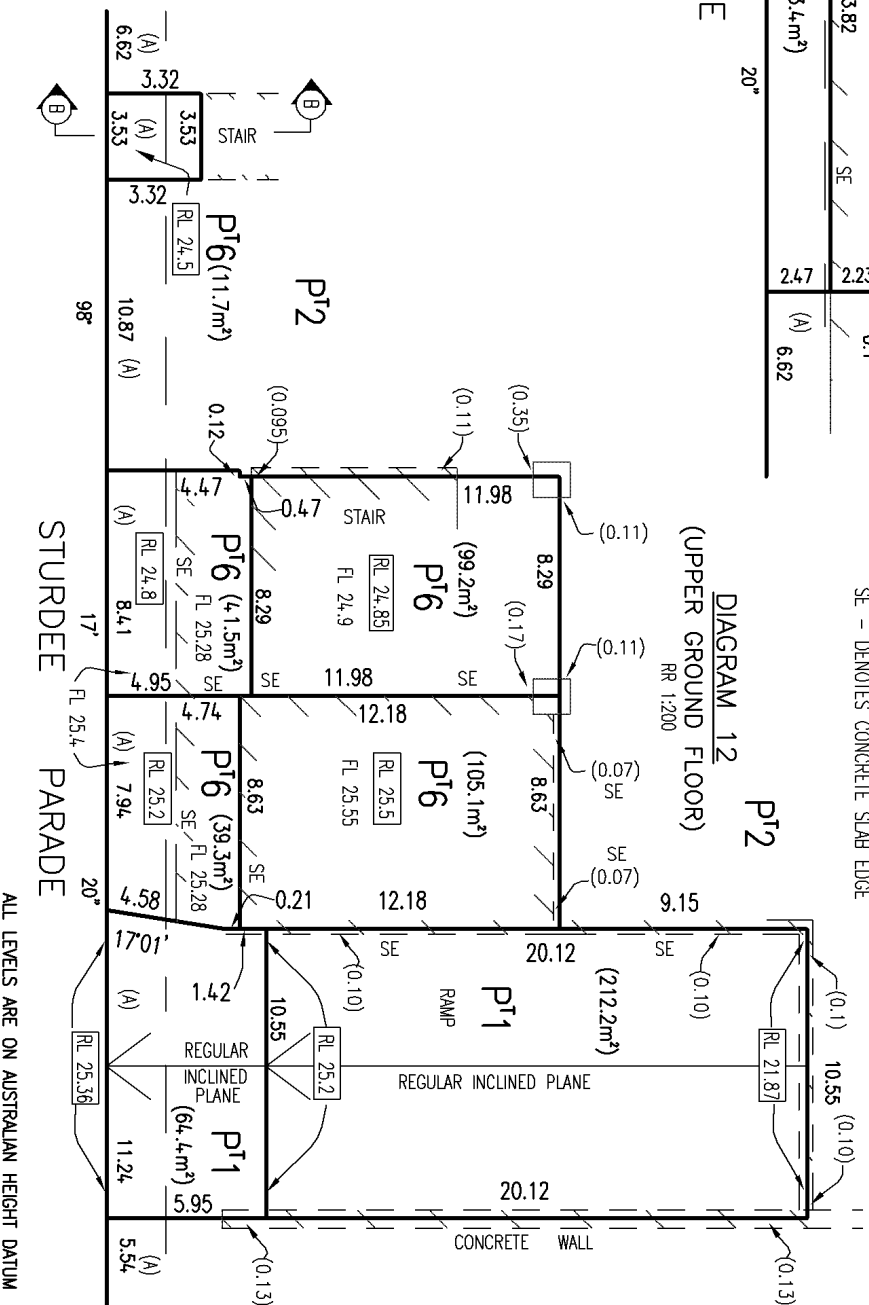


DIAGRAM 12  
(UPPER GROUND FLOOR)  
RR 1:200



PART LOT AREAS SHOWN ON THIS SHEET ARE FOR REGISTRAR GENERALS PURPOSES ONLY AND SHOULD NOT BE USED TO CALCULATE FLOOR AREA OR PARCEL AREAS.

Surveyor: ANTHONY ALLEN

PLAN OF SUBDIVISION OF LOT 100 DP1134527

LGA: WARRINGAH

REGISTERED

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

Date of Survey: 1/09/2009

Locality: DEE WHY

21-1-2010

DP1146740

Surveyor's Ref: 071-07/2

Subdivision No: 10749

21-1-2010

DP1146740

FILE 2009M7100(1546) ADDITIONAL SHEETS

Lengths are in metres. Red. Ratio AS SHOWN

21-1-2010

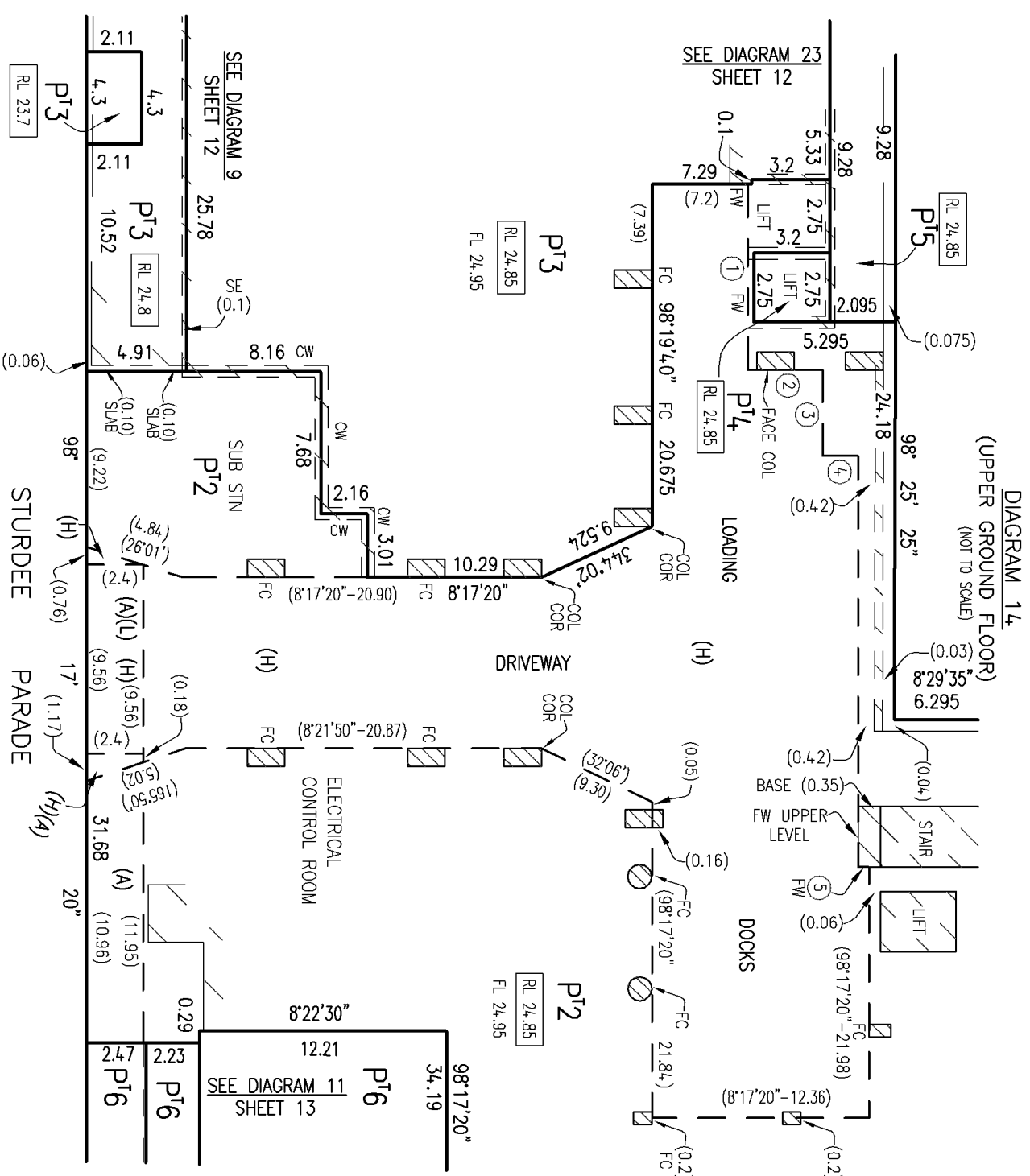
DP1146740

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

\\\\Tony1\\a allen jobs store\\06-07 jobs\\071-2007 Dee Why Hotel\\final stratum plan\\dp sheet 13 diagrams.dwg

DIAGRAMS ONLY

| TABLE OF SHORT LINES |           |       |
|----------------------|-----------|-------|
| No.                  | BEARING   | DIST. |
| 1                    | 98°17'20" | 7.69  |
| 2                    | 8°17'20"  | 3.665 |
| 3                    | 98°17'20" | 4.31  |
| 4                    | 8°17'20"  | 1.00  |
| 5                    | 8°17'20"  | 0.28  |



BEARINGS ARE EITHER 98° 17' 20" OR 8° 17' 20"  
UNLESS SHOWN OTHERWISE.

SEE SHEETS 1 TO 2 FOR SURVEY INFORMATION &  
REFERENCE MARKS.

CORNERS NOT MARKED UNLESS SHOWN.

FC DENOTES FACE OF CONCRETE COLUMN  
FL DENOTES GENERAL CONCRETE FLOOR LEVEL  
RL DENOTES BOUNDARY LEVEL  
FW DENOTES FACE CONCRETE WALL  
CW DENOTES CENTRE LOW CONCRETE WALL 0.19 WIDE  
SE DENOTES CONCRETE SLAB EDGE.

(H) DENOTES EASEMENT TO USE LOADING DOCK LIMITED IN HEIGHT TO THE  
UPPER LIMIT OF PART LOT 2 AT THIS LEVEL AND LIMITED IN DEPTH TO RL  
24.0.

(A) DENOTES EASEMENT TO DRAIN WATER 2.4 & 3.5 WIDE (SEE SHEET 2)  
(L) DENOTES THIS PART OF EASEMENT (A) LIMITED IN DEPTH TO RL 23.8.

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

Surveyor: ANTHONY ALLEN

Date of Survey: 1/09/2009

Surveyor's Ref: 071-07/2

FILE 2009M7100(15.46) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 100 DP1134527

LGA: WARRINGAH

Locality: DEE WHY

Subdivision No: 10749

Lengths are in metres. Red. Ratio AS SHOWN

REGISTERED



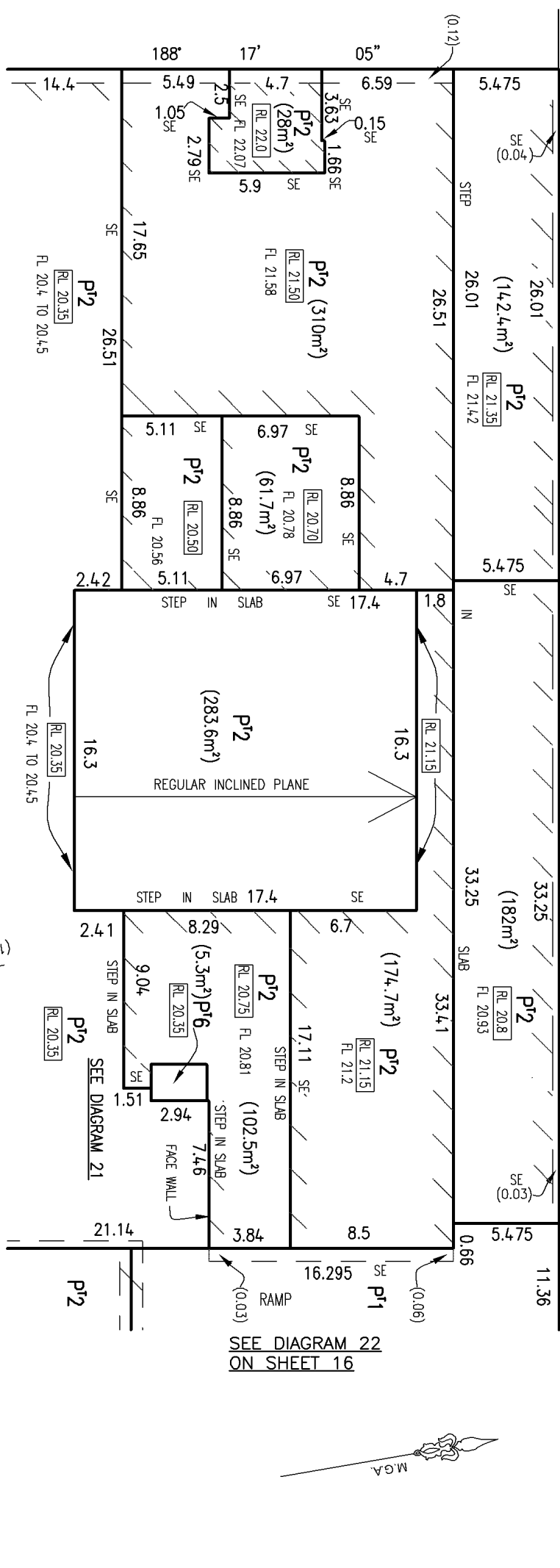
21-1-2010

DP1146740

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

\\Tony1\o allen jobs store\06-07 jobs\071-2007 Dee Why Hotel\final stratum plan\dp sheet 14 diagrams.dwg

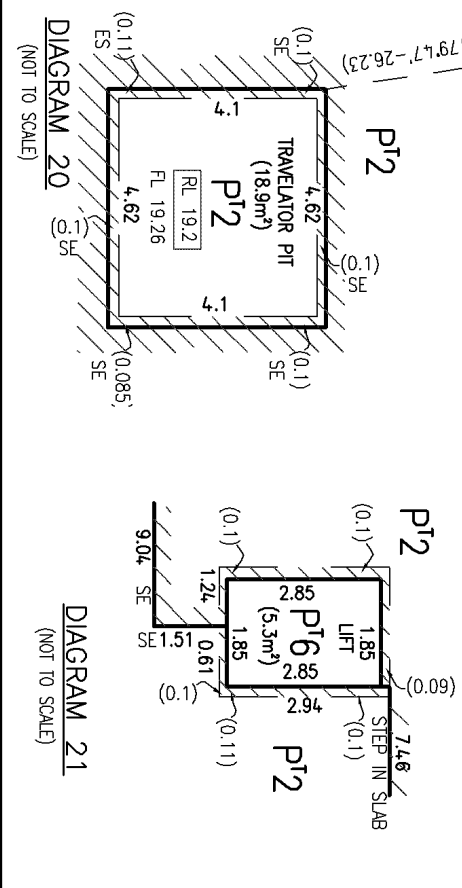
PACIFIC PARADE 17' 05" (LOWER GROUND FLOOR) DIAGRAMS ONLY



THIS SHEET SHOWS DIAGRAMS AT LOWER GROUND LEVEL AND ARE LIMITED IN HEIGHT BY THE LIMITS SHOWN & DESCRIBED ON SHEET 6.

THE LOWER LIMIT OF LOTS ON THIS SHEET ARE HORIZONTAL PLANES AND REGULAR INCINED PLANES WITH REDUCED LEVELS SHOWN THUS RL -.

NOTE:  
ALL INTERNAL BEARINGS ARE EITHER 188°17'20" OR 98°17'20" UNLESS SHOWN OTHERWISE.  
SEE SHEETS 1 TO 2 FOR SURVEY INFORMATION & REFERENCE MARKS.  
CORNERS NOT MARKED UNLESS SHOWN.  
ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

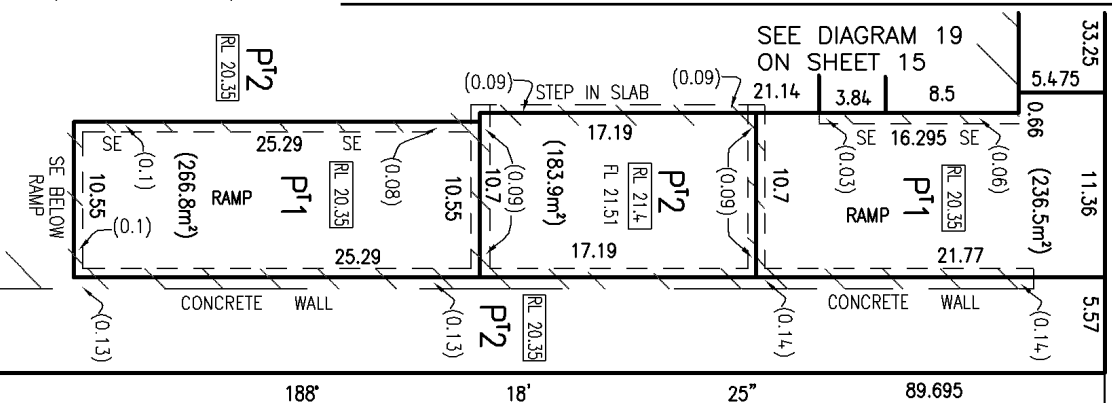


|                                        |                                          |                                            |            |           |
|----------------------------------------|------------------------------------------|--------------------------------------------|------------|-----------|
| Surveyor: ANTHONY ALLEN                | PLAN OF SUBDIVISION OF LOT 100 DP1134527 | LGA: WARRINGAH                             | REGISTERED | DP1146740 |
| Date of Survey: 1/09/2009              |                                          | Locality: DEE WHY                          |            |           |
| Surveyor's Ref: 071-07/2               |                                          | Subdivision No: 10749                      |            |           |
| FILE 2009M7100(1546) ADDITIONAL SHEETS |                                          | Lengths are in metres. Red. Ratio AS SHOWN |            |           |

## PACIFIC PDE

98° 17' 05"

## DIAGRAMS ONLY

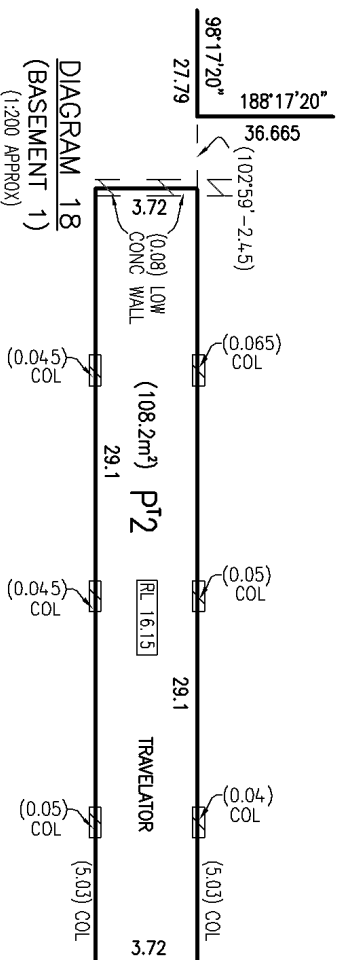
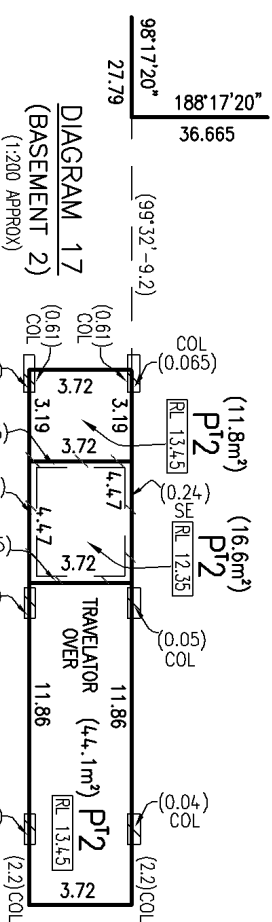
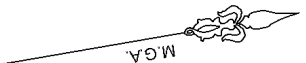


**DIAGRAM 22**  
(LOWER GROUND FLOOR)  
(NOT TO SCALE)

TOTAL PART LOT AREAS NOTED ON THIS PLAN:

LOT 1 13553.9m<sup>2</sup> IN 6 PARTS  
 LOT 2 21675.2m<sup>2</sup> IN 30 PARTS  
 LOT 3 3841.8m<sup>2</sup> IN 8 PARTS  
 LOT 4 2390.7m<sup>2</sup> IN 5 PARTS  
 LOT 5 14336.3m<sup>2</sup> IN 14 PARTS  
 LOT 6 31093.6m<sup>2</sup> IN 38 PARTS

PART LOT AREAS SHOWN ON THIS SHEET ARE FOR REGISTRAR GENERAL'S PURPOSES ONLY AND SHOULD NOT BE USED TO CALCULATE FLOOR AREA OR PARCEL AREAS.



THIS SHEET SHOWS DIAGRAMS AT BASEMENT 2 TO LOWER GROUND LEVELS AND ARE LIMITED IN HEIGHT BY THE RESPECTIVE UPPER LIMITS SHOWN & DESCRIBED ON SHEETS 4, 5 & 6.

THE LOWER LIMIT OF LOTS ON THIS SHEET ARE HORIZONTAL PLANES WITH REDUCED LEVELS SHOWN THUS RL - -

NOTE:  
 ALL INTERNAL BEARINGS ARE EITHER 188° 17' 20" OR 98° 17' 20" UNLESS SHOWN OTHERWISE.

SEE SHEETS 1 TO 2 FOR SURVEY INFORMATION & REFERENCE MARKS.

CORNERS NOT MARKED UNLESS SHOWN.

SE - DENOTES SLAB EDGE  
 FL - DENOTES GENERAL FLOOR LEVEL  
 RL - DENOTES BOUNDARY LEVEL

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

Surveyor: ANTHONY ALLEN

Date of Survey: 2008

Surveyor's Ref: 071-07/2

FILE 2009M7100(154.6) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 100 DP1134527

LGA: WARRINGAH

Locality: DEE WHY

Subdivision No: 10749

Lengths are in metres. Red. Ratio AS SHOWN

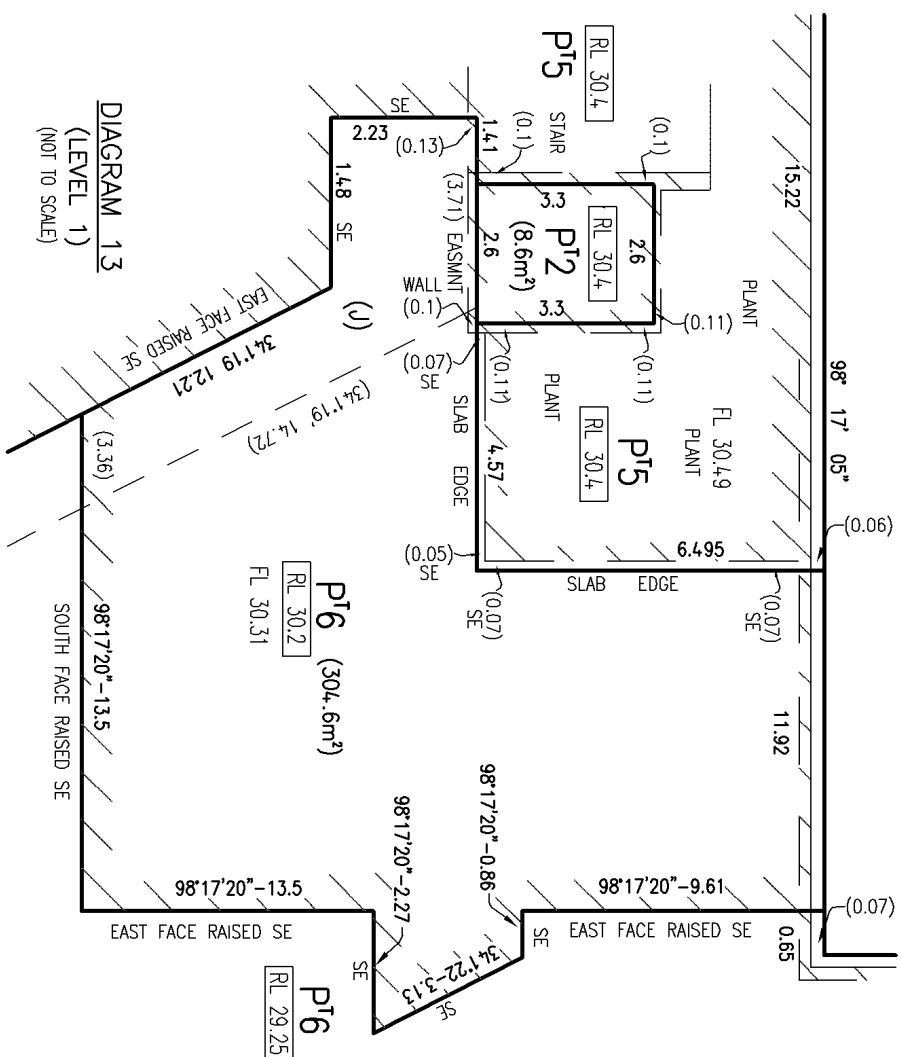
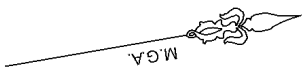
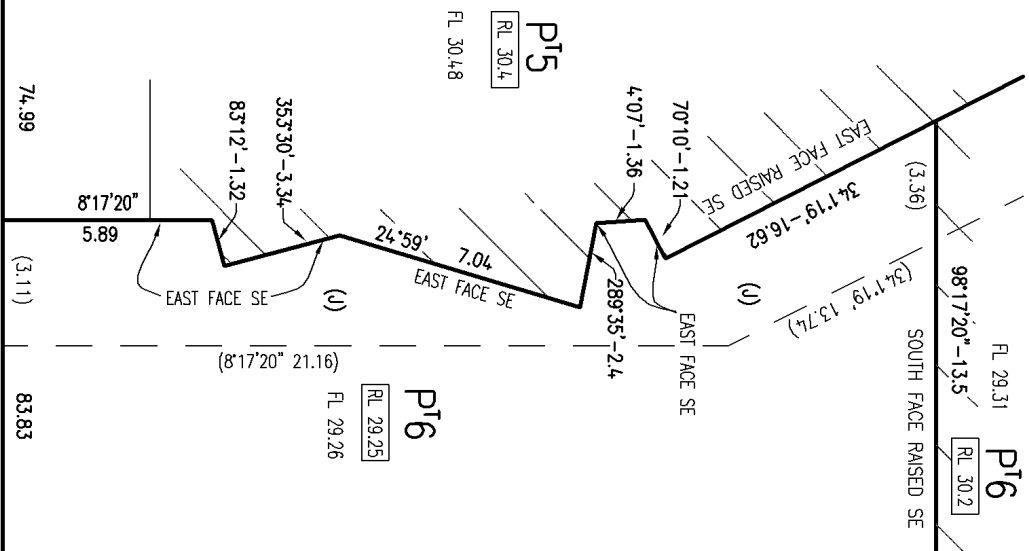
REGISTERED



21-1-2010

DP1146740

DIAGRAMS ONLY



PART LOT AREAS SHOWN ON THIS SHEET ARE FOR REGISTRAR GENERALS PURPOSES ONLY AND SHOULD NOT BE USED TO CALCULATE FLOOR AREA OR PARCEL AREAS.

THIS SHEET SHOWS DIAGRAMS AT LEVEL 1 AND ARE LIMITED IN HEIGHT BY THE RESPECTIVE LIMITS SHOWN & DESCRIBED ON SHEET 8.

THE LOWER LIMIT OF LOTS ON THIS SHEET ARE HORIZONTAL PLANES WITH REDUCED LEVELS SHOWN THUS RL -1.1

NOTE:

ALL INTERNAL BEARINGS ARE EITHER 188'17'20" OR 98' 17' 20" UNLESS SHOWN OTHERWISE.

SEE SHEETS 1 TO 2 FOR SURVEY INFORMATION & REFERENCE MARKS.

CORNERS NOT MARKED UNLESS SHOWN.

(U) SEE NOTES ON SHEET 8.

SE - DENOTES RAISED CONCRETE SLAB EDGE  
RL - DENOTES BOUNDARY LEVEL  
FL - DENOTES GENERAL CONCRETE FLOOR LEVEL

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

98' 17' 20"  
STURDEE PARADE  
DIAGRAM 23  
(LEVEL 1)  
(NOT TO SCALE)

Surveyor: ANTHONY ALLEN

Date of Survey: 2008

Surveyor's Ref: 071-07/2

FILE 2009M7100(15+6) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 100 DP1134527

LGA: WARRINGAH

Locality: DEE WHY

Subdivision No: 10749

Lengths are in metres. Red. Ratio AS SHOWN

REGISTERED



21-1-2010

DP1146740

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

\\Tony1\allen jobs store\06-07 jobs\071-2007 Dee Why Hotel\final stratum plan\dp sheets 15 -16-17 diagrams.dwg

PLAN FORM 6

WARNING: Creating or Tolerating will lead to rejection

ePlan

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

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

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

1. EASEMENT FOR SERVICES (WHOLE OF LOT)
2. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
3. EASEMENT FOR VEHICULAR ACCESS (E) (LIMITED IN STRATUM)
4. EASEMENT FOR VEHICULAR ACCESS (E1) (LIMITED IN STRATUM)
5. EASEMENT FOR PEDESTRIAN ACCESS (F) (LIMITED IN STRATUM)
6. EASEMENT TO USE LOADING DOCK (H) (LIMITED IN STRATUM)
7. EASEMENT FOR LIGHT & AIR (J) (LIMITED IN STRATUM)
8. EASEMENT TO DRAIN WATER 2.4 & 3.5 WIDE (A) (LIMITED IN STRATUM)
9. RESTRICTION ON USE OF LAND
10. POSITIVE COVENANT
11. POSITIVE COVENANT

CONTINUED ON SHEET 2

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature:.....  
Date:.....  
File Number:.....  
Office:.....

## Subdivision Certificate

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

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

*[Signature]*  
\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: WARRINGAH COUNCIL  
Date of Endorsement: 15-12-2009  
Accreditation no: .....  
Subdivision Certificate no: 10749  
File no: S.D. 972.1

\* Delete whichever is inapplicable.

DP1146740

Registered:  21-1-2010  
Title System: TORRENS  
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF  
LOT 100 DP1134527

LGA: **WARRINGAH**  
Locality: **DEE WHY**  
Parish: **MANLY COVE**  
County: **CUMBERLAND**

## Surveying Regulation, 2006

I, **ANTHONY ALLEN**  
of **PO BOX 270, OYSTER BAY NSW 2225**  
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 1/09/2009

The survey relates to **LOTS 1 TO 6**

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

Signature *[Signature]* Dated: **1/09/2009**  
Surveyor registered under the *Surveying Act, 2002*

Datum Line: **"X" - "Y"**  
Type: Urban/~~Rural~~

Plans used in the preparation of survey/compilation  
**DP1134527**

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

SURVEYORS REFERENCE: **071-07/2**

\* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

PLAN OF SUBDIVISION OF  
LOT 100 DP1134527

DP1146740

Registered:



21-1-2010

Subdivision Certificate No:

10749

Date of Endorsement:

15-12-2009

CONTINUED FROM SHEET 1.

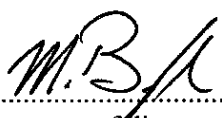
PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT  
1919 IT IS INTENDED TO RELEASE:

1. RIGHT OF CARRIAGEWAY 3.5 WIDE (V466045)
2. EASEMENT FOR OVERHANG 0.03 WIDE  
(DP1010721)
3. EASEMENT FOR DRAINAGE 3.05 WIDE & VARIABLE  
(C121483)

*• and as set out in the accompanying  
instrument signed by the  
Authorised Person*

  
AUTHORISED PERSON  
WATERLOO COUNCIL

EXECUTED by DEE WHY  
PROJECTS PTY LIMITED  
ACN 126 740 181 in accordance with  
section 127(1) of the Corporations  
Act 2001 (Cwlth) by authority of its  
directors:

  
Signature of director

MARK WILLIAM BAYFIELD  
Name of director (block letters)

  
Signature of director/company  
secretary\*

\*delete whichever is not applicable

ANDREW FORD  
Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

SURVEYORS REFERENCE: 071-2007/2

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

PLAN OF SUBDIVISION OF  
LOT 100 DP1134527

DP1146740

Registered:

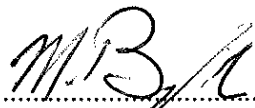


21-1-2010

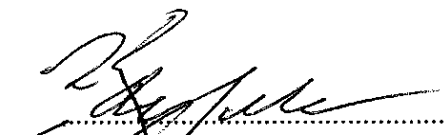
Subdivision Certificate No: 10749

Date of Endorsment: 15-12-2009

EXECUTED by BAYFIELD  
HOTELS PTY LIMITED  
ACN 001 010 859 in accordance with  
section 127(1) of the Corporations  
Act 2001 (Cwlth) by authority of its  
directors:

  
Signature of director

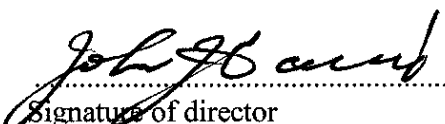
MARK WILLIAM BAYFIELD  
Name of director (block letters)

  
Signature of director/company  
secretary\*

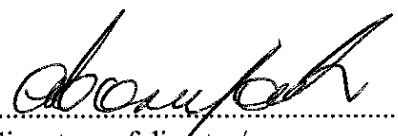
\*delete whichever is not applicable

NEVILLE WILLIAM BAYFIELD  
Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

EXECUTED by KECK PTY  
LIMITED ACN 001 137 033  
in accordance with section 127(1) of  
the Corporations Act 2001 (Cwlth) by  
authority of its directors:

  
Signature of director

JOHN J. DAVID  
Name of director (block letters)

  
Signature of director/company  
secretary\*

\*delete whichever is not applicable

NICOLA CORNFORTH  
Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

SURVEYORS REFERENCE: 071-2007/2

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF  
LOT 100 DP1134527

DP1146740

Registered:



21-1-2010

Subdivision Certificate No:

10749

Date of Endorsement:

15-12-2009

EXECUTED by MURLAN  
HOLDINGS PTY LIMITED  
ACN 104 106 952 in accordance with  
section 127(1) of the Corporations  
Act 2001 (Cwlth) by authority of its  
directors:

Signature of director

Name of director (block letters)

Signature of director/company  
secretary\* **SOLE DIRECTOR**  
\*delete whichever is not applicable

**IAIN MURRAY**  
Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

EXECUTED by SUNCORP  
SECURITY SERVICES LIMITED  
ACN 002 977 237 in accordance with  
section 127(1) of the Corporations  
Act 2001 (Cwlth) by authority of its  
directors:

Signature of director

Name of director (block letters)

SUNCORP SECURITY SERVICES LIMITED, A.C.N. 002 977 237 BY ITS  
ATTORNEYS ANDREW JASON SIM AND MARK WILLIAM LLOYD WHO  
CERTIFY THAT THEY ARE A LEVEL II ATTORNEYS PURSUANT TO  
POWER OF ATTORNEY BOOK 4067 NO. 521 OF WHICH THEY HAVE  
RECEIVED NO NOTICE OF REVOCATION

ANDREW JASON SIM

MARK WILLIAM LLOYD

Signature of director/company  
secretary\*  
\*delete whichever is not applicable

Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

SIGNED IN MY PRESENCE BY  
THE SAID ATTORNEYS WHO  
ARE PERSONALLY KNOWN  
TO ME  
  
WITNESS

SURVEYORS REFERENCE: 071-2007/2

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE  
CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

ePlan

(Sheet 1 of 28)

Plan: **DP1146740**

Subdivision of Lot 100 in DP 1134527  
Covered by Council's Certificate No. **10749**  
Date: **15-12-2009**

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

**DEE WHY PROJECTS PTY LIMITED**  
**ACN 126 740 181**  
C/- Murlan  
Suite 110, Jones Bay Wharf  
26 Pirrama Road  
PYRMONT NSW 2009

**PART 1 - CREATION**

| <b>Number of<br/>item shown in<br/>the intention<br/>panel on the<br/>plan</b> | <b>Identity of easement, profit à prendre,<br/>restriction or positive covenant to be<br/>created and referred to in the plan</b> | <b>Burdened<br/>lot(s) or<br/>parcel(s):</b> | <b>Benefited lot(s),<br/>road(s), bodies<br/>or Prescribed<br/>Authorities:</b> |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------------------------------------------------------------------|
| 1.                                                                             | Easement for services (whole of lot)                                                                                              | 1                                            | 2, 3, 4, 5 & 6                                                                  |
|                                                                                |                                                                                                                                   | 2                                            | 1, 3, 4, 5 & 6                                                                  |
|                                                                                |                                                                                                                                   | 3                                            | 1, 2, 4, 5 & 6                                                                  |
|                                                                                |                                                                                                                                   | 4                                            | 1, 2, 3, 5 & 6                                                                  |
|                                                                                |                                                                                                                                   | 5                                            | 1, 2, 3, 4 & 6                                                                  |
|                                                                                |                                                                                                                                   | 6                                            | 1, 2, 3, 4 & 5                                                                  |
| 2.                                                                             | Easement for support & shelter (whole of<br>lot)                                                                                  | 1                                            | 2, 3, 4, 5 & 6                                                                  |
|                                                                                |                                                                                                                                   | 2                                            | 1, 3, 4, 5 & 6                                                                  |
|                                                                                |                                                                                                                                   | 3                                            | 1, 2, 4, 5 & 6                                                                  |
|                                                                                |                                                                                                                                   | 4                                            | 1, 2, 3, 5 & 6                                                                  |
|                                                                                |                                                                                                                                   | 5                                            | 1, 2, 3, 4 & 6                                                                  |
|                                                                                |                                                                                                                                   | 6                                            | 1, 2, 3, 4 & 5                                                                  |



**Council Authorised Person**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE  
 CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
 CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 28)

Plan:

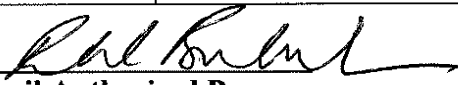
**DP1146740**

Subdivision of Lot 100 in DP 1134527

Covered by Council's Certificate No. 10749

Date: 15-12-2009

| 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:                                             |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------------------------------------------------------|
| 3.                                                      | Easement for vehicular access (E) (limited in stratum)                                                             | 1<br>3<br>4<br>5<br>6         | 2, 3, 4, 5 & 6<br>1, 2, 4, 5 & 6<br>1, 2, 3, 5 & 6<br>1, 2, 3, 4 & 6<br>1, 2, 3, 4 & 5                   |
| 4.                                                      | Easement for vehicular access (E1) (limited in stratum)                                                            | 1                             | 2, 3, 4, 5 & 6                                                                                           |
| 5.                                                      | Easement for pedestrian access (F) (limited in stratum)                                                            | 1<br>2<br>3<br>4<br>5<br>6    | 2, 3, 4, 5 & 6<br>1, 3, 4, 5 & 6<br>1, 2, 4, 5 & 6<br>1, 2, 3, 5 & 6<br>1, 2, 3, 4 & 6<br>1, 2, 3, 4 & 5 |
| 6.                                                      | Easement to use loading dock (H) (limited in stratum)                                                              | 2                             | 1, 3, 4, 5 & 6                                                                                           |
| 7.                                                      | Easement for light & air (J) (limited in stratum)                                                                  | 6                             | 5                                                                                                        |
| 8.                                                      | Easement to drain water 2.4 & 3.5 wide (A) (limited in stratum)                                                    | 1, 2, 3, 5 & 6                | Warringah Council                                                                                        |

  
**Council Authorised Person**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE  
CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 28)

Plan: **DP1146740**

Subdivision of Lot 100 in DP 1134527  
Covered by Council's Certificate No. *10749*  
Date: *15-12-2009*

| 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: |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------|
| 9.                                                      | Restriction on use of land                                                                                         | 1, 2, 3, 4, 5 & 6             | Warringah Council                                            |
| 10.                                                     | Positive covenant                                                                                                  | 1, 2, 3, 4, 5 & 6             | Warringah Council                                            |
| 11.                                                     | Positive covenant                                                                                                  | 1, 2, 3, 4, 5 & 6             | Warringah Council                                            |

  
**Council Authorised Person**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE  
 CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
 CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**  
 (Sheet 4 of 28)

Plan: **DP1146740**

Subdivision of Lot 100 in DP 1134527  
 Covered by Council's Certificate No. 10749  
 Date: 15-12-2009

**PART 1A - RELEASE**

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan | Burdened lot(s) or parcel(s):                       | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------|
| 1.                                                      | Right of carriageway 3.5 wide (V466045)                                                                             | 100/1134527<br>formerly<br>comprised in<br>4/E/8270 | 100/1134527<br>formerly<br>comprised in<br>5/E/8270          |
| 2.                                                      | Easement for overhang 0.03 wide (DP1010721)                                                                         | 100/1134527<br>formerly<br>comprised in<br>4/E/8270 | 100/1134527<br>formerly<br>comprised in<br>3/1010721         |
| 3.                                                      | Easement for drainage 3.05 wide & variable (C121483)                                                                | 100/1134527<br>formerly<br>comprised in<br>1/233348 | Warringah<br>Council                                         |

  
**Council Authorised Person**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE  
CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

(Sheet 5 of 28)

Plan: **DP1146740**

Subdivision of Lot 100 in DP 1134527  
Covered by Council's Certificate No. 10749  
Date: 15-12-2009

## **PART 2 - TERMS**

---

### **1 Interpretation**

#### **1.1 Definitions**

These meanings, in any form, apply unless the contrary intention appears:

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

**Authorised User** means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Grantee.

**Authority** means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

**Authority Benefited** means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity which is benefited by this instrument and includes the Council.

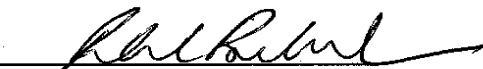
**Building Management Committee** means the building management committee constituted under a Strata Management Statement.

**Council** means Warringah Council and its successors.

**Council DA No.2005/0463** means the consolidated conditions of Modification No.3 (mod 2008/0186) approved 4 September 2008, Modification No. 2 (mod 2008/0022) approved 19 February 2008 and Modification No.1 (mod 2005/0463/1) approved 19 July 2007 of Development Consent 2005/0463, approved 11 May 2007 and any further amendments.

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

**Easement Site** means in relation to an easement in this easement:

  
**Council Authorised Person**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE  
CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

(Sheet 6 of 28)

Plan:

**DP1146740**

Subdivision of Lot 100 in DP 1134527

Covered by Council's Certificate No. *10749*

Date: *15-12-2009*

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

**Government Agency** means any governmental, semi or local government, statutory, public or other authority.

**Grantee** means:

- (a) the owner of a Lot Benefited; and
- (b) the Owners Corporation in respect of a Lot Benefited; and
- (c) an Authority Benefited.

**Grantor** means:

- (a) the owner of a Lot Burdened; and
- (b) the Owners Corporation in respect of a Lot Burdened.

**Lot Benefited** means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

**Lot Burdened** means a lot burdened by an easement, positive covenant or restriction in this instrument.

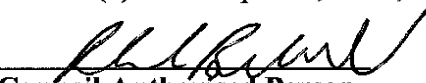
**Occupier** means a lessee or licensee from time to time (including each subordinate lessee or licensee).

**Owners Corporation** means an owners corporation constituted under section 11 of the *Strata Schemes Management Act 1996*.

**Plan** means the plan of subdivision to which this instrument relates.

**Services** includes those services defined in section 8AB of the Development Act and:

- (a) the supply of water, gas, electricity or artificially heated or cooled air; and
- (b) the provision of sewerage and drainage; and
- (c) telephone, radio, television or other transmission means; and

  
**Council Authorised Person**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE  
CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

(Sheet 7 of 28)

Plan:

**DP1146740**

Subdivision of Lot 100 in DP 1134527

Covered by Council's Certificate No. *10 74 9*

Date: *15-12-2009*

- (d) security systems; and
- (e) mechanical ventilation; and
- (f) any other facility, supply or transmission.

**Service Providers** means providers of Services and includes their employees, agents and contractors.

**Shared Facility** has the meaning ascribed in the Strata Management Statement.

**Strata Management Statement** means a strata management statement registered according to Division 2B of the Development Act applying to any of the lots in the Plan (or any lots created upon further subdivision of a lot in the Plan) from time to time.

**Strata Plan** means a strata plan under the Development Act.

**Structure and Works** means the on-site detention system (OSD) constructed on the land as detailed on the plans approved by Council in Council DA No. 2005/0463 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks and surfaces designed to temporarily detain stormwater on the land.

## **1.2 References to certain terms**

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" 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.
- (e) **(references to a person)** include the body corporate, an unincorporated body or other entity and conversely. However, where a reference is made to a person,

  
**Council Authorised Person**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE  
CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

(Sheet 8 of 28)

Plan: **DP1146740**

Subdivision of Lot 100 in DP 1134527  
Covered by Council's Certificate No. 10749  
Date: 15-12-2009

body or authority and a person, body or authority has been renamed or replaced, or has ceased to exist or its powers or functions have been transferred to or assumed by another person, body or authority, the reference shall be deemed to be a reference to the person, body or authority as then served substantially the same objects as that person, body or authority.

**1.3 Headings**

Headings do not affect the interpretation of this instrument.

**1.4 Positive covenants and maintenance requirements**

A requirement in an easement which requires a 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 Act.

---

**2 Easements are covenants and agreements between Grantees and Grantors**

The conditions, covenants and restrictions, including in this clause, in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

- (a) each 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) each 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, positive covenants and restrictions on use.

  
**Council Authorised Person**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE  
CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

(Sheet 9 of 28)

Plan: **DP1146740**

Subdivision of Lot 100 in DP 1134527  
Covered by Council's Certificate No. **10749**  
Date: **15-12-2009**

---

**3 Complying with this instrument and the Strata Management Statement**

**3.1 Obligations of Grantees and Grantors**

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this instrument and the Strata Management Statement.

**3.2 Obligations for Authorised Users**

For each easement, positive covenant and restriction on use in this instrument, each 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 the instrument.

**3.3 Complying with the Strata Management Statement**

For each easement, positive covenant and restriction on use in this instrument, the Grantee who is required to comply with the Strata Management Statement must:

- (a) comply with the Strata Management Statement; and
- (b) use reasonable endeavours to ensure that its Authorised Users comply with the Strata Management Statement.

---

**4 Effect of the Strata Management Statement**

**4.1 Application of this clause**

This clause applies to each easement, positive covenant and restriction on use in this instrument.

**4.2 Requirements about making rules**

If the Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or Authorised User, the rules must be consistent with the easement, covenant or restriction and any Strata Management Statement.

  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE  
CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

(Sheet 10 of 28)

Plan:

**DP1146740**

Subdivision of Lot 100 in DP 1134527

Covered by Council's Certificate No. 10749

Date: 15-12-2009

**4.3 Complying with obligations**

If a Strata Management Statement allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (eg the obligation is imposed on a Building Management Committee), the Strata Management Statement prevails to the extent of the inconsistency. However, the relevant Grantor or Grantee must use their reasonable endeavours to ensure that the person complies with these obligations.

---

**5 Release and indemnity**

**5.1 Application of this clause**

This clause applies to each easement, positive covenant and restriction on use in this instrument.

**5.2 Release**

The Grantee and its Authorised Users enter upon the Lot Burdened at their own risk and the Grantee hereby releases the Grantor from any claims and demands of every kind and from all liability that may arise in respect of any accident or damage to property or death or injury to any person entering the Lot Burdened under the terms of the easement unless the loss is caused by the wilful acts or omissions or negligence of the Grantor.

**5.3 Indemnity**

The Grantee agrees to indemnify the Grantor against any loss suffered or incurred by the Grantor arising from or in consequence of the use of the Easement Site by the Grantee and any of its Authorised Users, including but not limited to:

- (a) damage to the Lot Burdened, except fair wear and tear;
- (b) damage to any property of the Grantor or any other person; and
- (c) injury to any person on or near the Lot Burdened.

**5.4 Reduction of indemnity**

The Grantee's indemnity to the Grantor under clause 5.3 ("Indemnity") will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantor or its officers, employees, contractors or agents.



**Council Authorised Person**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE  
CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

(Sheet 11 of 28)

Plan: **DP1146740**

Subdivision of Lot 100 in DP 1134527  
Covered by Council's Certificate No. *10749*  
Date: *15-12-2009*

---

**6 Notice to owner**

**6.1 Application of this clause**

This clause 6 applies to each easement granted under this instrument.

**6.2 Notice to be given to Occupier**

If a notice to the Grantor is required to be given under this instrument, that notice must also be given to the Occupier of the Lot Burdened. If the Grantor is an Owners Corporation under the Development Act, 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.

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**7 Terms of easement for services (whole of lot) numbered 1 in the Plan**

**7.1 Grant of easement**

The Grantee and its Authorised Users may:

- (a) utilise the Services constructed on the Lot Burdened by connecting to those Services;
- (b) use the Lot Burdened to provide Services to or from the Lot Benefited;
- (c) install or construct further specified services within the Lot Burdened as approved by the Grantor, which approval is not to be unreasonably withheld;
- (d) do anything reasonably necessary for that purpose, including:
  - (i) entering the Lot Burdened;
  - (ii) taking anything onto the Lot Burdened; and
  - (iii) carrying out work, such as inspecting, constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment.



**Council Authorised Person**

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**7.2 Requirements before exercising rights**

Before exercising the rights under this easement, the Grantee and Authorised Users must:

- (a) except in an emergency, give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened;
- (b) in an emergency, a Grantee or Authorised User must give the Grantor notice of access to the Lot Burdened as soon as practicable;
- (c) if required by the Grantor, when exercising rights under this easement be accompanied by and comply with the reasonable directions of the Grantor and the Grantor's nominee;
- (d) except where prior arrangements have been made with the Grantor or in any emergency, not disrupt any Service to the Lot Burdened in circumstances where the Grantor or Occupier of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened; and
- (e) not carry out any works to the structure of the building and infrastructure located on the Lot Burdened unless it:
  - (i) obtains the approval of the Grantor to the works proposed to be carried out; and
  - (ii) consults with a structural engineer nominated by the Grantor at the cost of the Grantee; and
  - (iii) carries out the recommendations of the structural engineer.

**7.3 Work of a minor nature**

Clause 7.2(e) does not apply to work of a minor nature that does not affect the structural integrity of the building, any Shared Facilities and infrastructure located on the Lot Burdened (for example, attaching a pipe to existing Services).

**7.4 Obligations of Grantee when exercising rights**

In exercising any rights or performing any obligations under this easement, the Grantee must or must procure an Authorised User to:

- (a) ensure all work is done properly;



**Council Authorised Person**

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- (b) cause as little inconvenience as is practicable to the Grantor and any Occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) if the damage is caused, restore the Lot Burdened nearly as is practicable to its former condition;
- (e) make good any collateral damage; and
- (f) not interfere with the structural integrity of the building, any Shared Facility or any infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent may not be unreasonably withheld.

**7.5 Maintaining Services**

Unless the Strata Management Statement provides otherwise, the Grantee must maintain its own Services.

**7.6 Effect of a strata subdivision**

If a Strata Plan subdividing any Lot Burdened or Lot Benefited is registered resulting in a creation of an easement for Services under section 8AB of Development Act, then to the extent of any inconsistency between this easement and any easement created under section 8AB of the Development Act, the terms of the easement created under this instrument prevail.

**Name of authority empowered to release, vary or modify the easement  
numbered 1 in the Plan**

Council

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**8 Terms of easement for support & shelter (whole of lot)  
numbered 2 in the Plan**

**8.1 Grant of easement**

The Grantor grants the Grantee an easement for subjacent and lateral support and shelter in any direction of those parts of the building now or in the future erected on the Lot Benefited by those parts of the Lot Burdened, and any structures erected on the Lot



**Council Authorised Person**

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Burdened, as are capable of affording or reasonably intended to provide that support and shelter.

**8.2 Requirements when exercising rights**

The Grantee and its Authorised Users may enter and remain on the Lot Burdened for the purpose of inspecting, constructing, repairing, maintaining or renewing any support and shelter to the Lot Benefited located on the Lot Burdened subject to the following conditions:

- (a) the Grantee and its Authorised Users must take all reasonable steps to minimise disturbance or damage to the Grantor, the Lot Burdened, Occupiers of the Lot Burdened, and contents of the Lot Burdened; and
- (b) except in emergency, the Grantee and its Authorised Users must give reasonable notice to the Grantor of its intention to enter the Lot Burdened.

**8.3 Effect of a strata subdivision**

If a Strata Plan subdividing a Lot Burdened or Lot Benefited is registered resulting in the creation of an easement for support or shelter under section 8AA of the Development Act, and there is any inconsistency between the terms of this easement and the easement created under section 8AA of the Development Act, then to the extent of that inconsistency, the terms of s8AA of the Development Act prevail.

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**9 Terms of easement for vehicular access (E) (limited in stratum) numbered 3 in the Plan**

**9.1 Grant of easement**

The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right at all times and for all lawful purposes to enter, exit, pass and re-pass by vehicle with a gross tonnage not exceeding 2.5 tonnes or height exceeding 2.2 metres, over all driveways and trafficable access ways (existing from time to time) contained within the Easement Site.

**9.2 Obligations of the Grantee**

When exercising its rights under this easement the Grantee must:

- (a) cause as little inconvenience as practicable to the Grantor or Occupiers of a Lot Burdened;

  
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- (b) comply with access requirements and rules made by the Grantor according to this easement;
- (c) not damage the Lot Burdened or any improvements on it;
- (d) promptly repair any damage which the Grantee or its Authorised Users cause to the Lot Burdened or the Easement Site; and
- (e) not park or stand a motor vehicle or trailer on any driveway or trafficable access way contained within the Easement Site or obstruct the use of the Lot Burdened.

**9.3 Access to the Easement Site**

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security gate or other security devices (including but not limited to proximity access cards and intercom systems) to regulate flow of vehicular and pedestrian access into the Lot Burdened. The Grantor agrees to provide the Grantee and its Authorised Users with access to any security gate and other security devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise its right under this easement.

**9.1 Making rules**

Subject to clause 4.2 ("Requirements about making rules") and the terms of this easement, the Grantor may make reasonable rules about the use of the Easement Site located in their Lot Burdened by Grantees and their Authorised Users.

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**10 Terms of easement for vehicular access (E1) (limited in stratum) numbered 4 in the Plan**

**10.1 Grant of easement**

The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right at all times and for all lawful purposes to enter, exit, pass and re-pass by vehicle with a gross tonnage not exceeding 2.5 tonnes or height exceeding 2.2 metres, over all driveways and trafficable access ways (existing from time to time) contained within the Easement Site .

**10.2 Obligations of the Grantee**

When exercising its rights under this easement, the Grantee must:



**Council Authorised Person**

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- (a) cause as little inconvenience as practicable to the Grantor or Occupiers of a Lot Burdened;
- (b) comply with access requirements and rules made by the Grantor according to this easement;
- (c) not damage the Lot Burdened or any improvements on it;
- (d) promptly repair any damage which the Grantee or its Authorised Users cause to the Lot Burdened or the Easement Site; and
- (e) not park or stand a motor vehicle or trailer on any driveway or trafficable access way contained within the Easement Site or obstruct the use of the Lot Burdened.

**10.3 Access to the Easement Site**

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security gate or other security devices (including but not limited to proximity access cards and intercom systems) to regulate flow of vehicular and pedestrian access into the Lot Burdened. The Grantor agrees to provide the Grantee and its Authorised Users with access to any security gate and other security devices as necessary (at the Grantee's reasonable cost) to allow the Grantee and its Authorised Users to exercise its right under this easement.

**10.4 Making rules**

Subject to clause 4.2 ("Requirements about making rules") and the terms of this easement, the Grantor may make reasonable rules about the use of the Easement Site located in their Lot Burdened by Grantees and their Authorised Users.

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**11 Terms of easement for pedestrian access (F) (limited in stratum) numbered 5 in the Plan**

**11.1 Grant of easement**

The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right at all times and for all lawful purposes to enter, exit, pass and re-pass on foot or by wheelchair or other disabled device, any pedestrian or vehicle access ways, fire stairs, stairs, access and exit ramps, escalators, travelator and lifts (existing from time to time) located within the Easement Site, which, in the case of wheelchairs and other disabled devices, accommodate such device.

  
**Council Authorised Person**

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**11.2 Obligations of the Grantee**

When exercising its rights under this easement, the Grantee must:

- (a) cause as little inconvenience as practicable to the Grantor or Occupier of a Lot Burdened;
- (b) not damage the Lot Burdened or any improvements on it;
- (c) comply with access requirements and rules made by the Grantor according to this easement;
- (d) promptly repair any damage which the Grantee and/or its Authorised Users cause to the Lot Burdened or the Easement Site; and
- (e) not obstruct the use of the Lot Burdened.

**11.3 Access to the Easement Site**

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security devices (including but not limited to proximity cards and intercom systems) to regulate flow of pedestrian access onto the Lot Burdened. The Grantor agrees to provide the Grantee and its Authorised Users with access to any security gate and other security devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise its rights under the easement.

**11.4 Making rules**

Subject to clause 4.2 ("Requirements about making rules") and the terms of this easement, the Grantor may make reasonable rules about the use of the Easement Site located in their Lot Burdened by Grantees and their Authorised Users.

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**12 Terms of easement to use loading dock (H) (limited in stratum) numbered 6 in the Plan**

**12.1 Grant of easement**

Subject to the terms of this easement, the Grantor grants the Grantee and its Authorised Users the right to access by foot or vehicle and use the loading dock during all hours approved by the Grantor (acting reasonably) or under the Management Statement to:

- (a) load and unload goods, articles and equipment; and

  
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- (b) transport garbage and recyclable materials in bins and trolleys to and from the Lot Benefited.

**12.2 Obligations when exercising rights**

When they exercise their rights or comply with their obligations under this easement, the Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the Occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement;
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Easement Site or the Lot Burdened;
- (c) promptly rectify any damage caused to the Easement Site or the Lot Burdened while exercising rights or complying with obligations under this easement;
- (d) comply with access requirements and rules made by the Grantor according to this easement; and
- (e) immediately remove any garbage or recyclable materials which they spill on the Easement Site and clean the affected area.

**12.3 Prohibitions**

When exercising their rights under this easement, the Grantee and its Authorised Users must not:

- (a) unreasonably obstruct use of or access to the loading dock; or
- (b) leave or store any goods, articles or other equipment in the loading dock.

**12.4 Making rules**

Subject to clause 4.2 ("Requirements about making rules") and the terms of this easement, the Grantor may make reasonable rules about the use of the loading dock or the Easement Site by the Grantee and its Authorised Users.

  
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**12.5 Strata Management Statement**

The Grantee and its Authorised Users must comply with any requirements under a Strata Management Statement regarding the use of the loading dock.

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**13 Easement for light & air (J) (limited in stratum) numbered 7 in the Plan**

**13.1 Grant of easement**

The Grantor grants the Grantee and Authorised Users the rights for full and unimpeded access to light & air to, through and for the windows and openings of the Lots Benefited, without any obstruction or interruption caused by or consequent upon the erection of any building, structure or thing (other than the existing improvements on the Lot Burdened) except as is reasonably incidental to the use by its owner or Occupier of the Lot Burdened.

**13.2 Grantee may enter Lot Burdened**

Subject to clause 15.3, the Grantee and the Authorised Users may enter the Easement Site at any reasonable time with or without independent contractors, employees or agents and necessary materials and equipment for the purpose of taking all reasonable steps to prevent or remove any structures, trees or vegetation obstructing or interrupting the unimpeded access to light & air.

**13.3 Requirements when exercising rights**

When the Grantee exercises its rights under this easement, the Grantee must:

- (a) take all reasonable steps to minimise disturbance or damage to the Grantor or an Occupier of a Lot Burdened;
- (b) cause as little inconvenience as practicable to the Grantor or an Occupier of a Lot Burdened; and
- (c) make good any collateral damage to the Lot Burdened.

  
**Council Authorised Person**

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**14 Terms of easement to drain water 2.4 & 3.5 wide numbered 8  
in the Plan**

The Grantor grants the Grantee an easement on the terms and conditions contained in  
Schedule 4A, Part 3 of the Act.

**Name of Authority empowered to release, vary or modify the easement  
numbered 8 in the Plan**

Council

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**15 Terms of restriction on use of land numbered 9 in the Plan**

**15.1 Terms of Restriction on use of Land**

The Grantor covenants with Council in respect to the structure erected, or to be erected,  
on the Lot Burdened described as "on-site stormwater detention system" (which  
expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks,  
chambers, basins and surfaces designed to temporarily detain stormwater) as shown on  
plans approved by the Council DA No. 2005/0463 and, in accordance with the conditions  
of such consent, that the Grantor will not:

- (a) do any act, matter or thing which would prevent the Structure and Works from  
operating in an efficient manner;
- (b) make any alterations or additions to the Structure and Works or allow any  
development within the meaning of the Environmental Planning and Assessment  
Act 1979 to encroach upon the Structure and Works without the express consent  
of the Council;
- (c) this covenant will bind all persons who claim under the Grantors as stipulated in  
section 88E(5) of the Act.

**Name of Authority empowered to release, vary or modify the restriction on use  
numbered 9 in the Plan**

Council



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**16 Terms of positive covenant numbered 10 in the Plan**

**16.1 Terms of Positive Covenant**

The Grantor covenants with the Council to maintain and repair the Structure and Works on the Lot Burdened in accordance with the following terms and conditions:

- (a) The Grantor must:
  - (i) keep the Structure and Works clean and free from silt, rubbish and debris; and
  - (ii) maintain and repair at the sole expense of the Grantor the whole of the Structure and Works so that it functions in a safe and efficient manner.
- (b) For the purpose of ensuring observance of this covenant the Council and its Authorised Users may at any reasonable time of day upon giving to the Grantor not less than two days notice (but at any time without notice in the case of an emergency) enter the Lot Burdened and view the condition of the Lot Burdened and the state of construction, maintenance or repair of the Structure and Works.
- (c) The Grantor indemnifies the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the Structure and Works, or failure to clean, maintain and repair the Structure and Works.
- (d) By written notice the Council may require the Grantor to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the Structure and Works and to the extent required, section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.
- (e) Pursuant to section 88F(3) of the Act the Council has the following additional powers pursuant to this covenant:
  - (i) In the event that the Grantor fails to comply with the terms of any written notice issued by the Council under this covenant, the Council or its Authorised Users may enter the Lot Burdened with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in (d) above.



**Council Authorised Person**

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- (ii) The Council may recover from the Grantor in a court of competent jurisdiction:
  - (A) any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense will include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
  - (B) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- (f) This covenant binds all persons who claim under the Grantors as stipulated in section 88E(5) of the Act.
- (g) The Grantor shall not to obstruct or build upon the stormwater surface flow path as shown on plans approved by the Council DA No. 2005/0463 nor have the finished ground and/or pavement levels within the defined area modified in whole or in part without the written approval of Council.
- (h) The Grantor covenants with Council that the Grantor will at all times release and hold harmless Council from and against all damages, claims, actions, proceedings, law suits, losses, costs, expenses and other liabilities as a result of any flooding that may occur, and the Grantor indemnifies Council against all such claims and demands.
- (i) It is the responsibility of the Grantor to ensure the stormwater surface flow path is kept unobstructed by fences or any physical structures or barriers (whether temporary or not) at all times.

**Name of Authority empowered to release, vary or modify the positive covenant  
numbered 10 in the Plan**

Council

  
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**17 Terms of positive covenant numbered 11 in the Plan**

- (a) In this Covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:

**Community Scheme** means any community, strata, precinct or neighbourhood scheme registered under the Strata Schemes (Freehold Development) Act 1973 (NSW), Strata Schemes (Leasehold Development) Act 1986 (NSW) or Community Land Development Act 1989 (NSW) or if any such Act is repealed, under any replacement Act.

**Contractor** means any entity engaged by the Prescribed Authority to remove waste from the Land Burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority.

**Land Burdened** means Lots 1 to 6 inclusive in the Plan.

**Prescribed Authority** means Warringah Council and any local government council with which that council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened.

**Owners corporation** means an owners corporation as defined in the Strata Schemes Management Act 1996 (NSW) or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 (NSW), as the case may be.

**Waste** includes any garbage, recyclables, vegetable or other materials which the registered proprietor or any user or occupier of the Land Burdened (or where such proprietor is the owners corporation of a Community Scheme, the registered proprietor of any lot in that Community Scheme) leaves out for collection (whether in bins or otherwise) for collection by the Prescribed Authority or the Contractor.

- (b) The registered proprietor and any user or occupier of the Land Burdened must permit the Prescribed Authority and the contractor to enter upon the Land Burdened with or without vehicles for:

- (i) the purpose of the removal of Waste from such land and to remain upon such land for a reasonable time for the purpose of such removal;

  
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- (ii) the delivery, removal, inspection and repair of Waste containers.
- (c) The registered proprietor and any user or occupier of the Land Burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Land Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause (b). "Repairs and damage caused to the Land Burdened" in this clause (c) shall include repairs of, and damage to, any fixture, flora, kerb, gutter, underground pipe, drain and/or infrastructure located above or beneath the surface of the Land Burdened.
- (d) The registered proprietor of the Land Burdened must indemnify the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause (b) except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be. "Damage or loss" in this clause (d) shall include damage or loss to any fixture, flora, kerb, gutter, underground pipe, drain and infrastructure located above or beneath the surface of the Land Burdened where such damage or loss is suffered by the said registered proprietor or any other person.
- (e) The registered proprietor of the Land Burdened and any user or occupier of such land must not park any vehicle or place any goods or materials on the Land Burdened which will impede the exercise by the Prescribed Authority or the Contractor in exercising the rights available to them set out in clause (b).
- (f) Nothing in the Covenant shall oblige the Prescribed Authority or the Contractor to exercise any of the rights set out in clause (b).
- (g) The registered proprietor of the Land Burdened must use its best endeavours to obtain the consent of any mortgagee and/or caveator of the Land Burdened to this covenant and its registration at Land and Property Information New South Wales ("LPI") including obtaining the production of the Certificate of Title of the Land Burdened at LPI to enable registration at such office of this covenant.
- (h) The registered proprietor of the Land Burdened will pay its own and the Prescribed Authority's legal costs and out of pocket expenses (including registration fees) in relation to the preparation execution and registration of this covenant including the obtaining of any mortgagee's or caveator's consent to such covenant.

  
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**Name of Authority empowered to release, vary or modify the positive covenant  
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Council

  
**Council Authorised Person**

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CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

(Sheet 26 of 28)

Plan: **DP1146740**

Subdivision of Lot 100 in DP 1134527  
Covered by Council's Certificate No. 10749  
Date: 15-12-2009

**SIGNING PAGE**

**EXECUTED by DEE WHY  
PROJECTS PTY LIMITED** in  
accordance with section 127(1) of the  
Corporations Act 2001 (Cwlth) by  
authority of its directors:



Signature of director

MARK WILLIAM BAYFIELD

Name of director (block letters)



Signature of director/company  
secretary\*

\*delete whichever is not applicable

ANDREW FORD

Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable

**SIGNED by**  
as delegate of **WARRINGAH  
COUNCIL** in the presence of:

Signature of witness

Name of witness (block letters)

Signature of delegate

By executing this agreement the  
delegate states that the delegate has  
received no notice of revocation of  
the delegation

  
Council Authorised Person

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE  
CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

(Sheet 27 of 28)

Plan: **DP1146740**

Subdivision of Lot 100 in DP 1134527  
Covered by Council's Certificate No. 10749  
Date: 15-12-2009

**EXECUTED by SUNCORP  
SECURITY SERVICES LIMITED**  
in accordance with section 127(1) of  
the Corporations Act 2001 (Cwlth) by  
authority of its directors:

.....  
Signature of director

.....  
Name of director (block letters)

SUNCORP SECURITY SERVICES LIMITED, A.C.N. 002 977 237 BY ITS  
) ATTORNEYS ANDREW JASON SIM AND MARK WILLIAM LLOYD WHO  
) CERTIFY THAT THEY ARE A LEVEL II ATTORNEYS PURSUANT TO  
) POWER OF ATTORNEY BOOK 4667 NO. 521 OF WHICH THEY HAVE  
) RECEIVED NO NOTICE OF RESCINATION

) Andrew A. Sim  
) ANDREW JASON SIM  
) Mark William Lloyd  
) MARK WILLIAM LLOYD

) Signature of director/company  
) secretary\*

) \*delete whichever is not applicable

.....  
) Name of director/company secretary\*  
) (block letters)

) \*delete whichever is not applicable

SIGNED IN MY PRESENCE BY THE  
SAID ATTORNEYS WHO ARE  
PERSONALLY KNOWN TO ME

J. Cate  
WITNESS

**EXECUTED by KECK PTY  
LIMITED** in accordance with section  
127(1) of the Corporations Act 2001  
(Cwlth) by authority of its directors:

John J. David  
Signature of director

JOHN J. DAVID  
Name of director (block letters)

.....  
) Signature of director/company  
) secretary\*

) \*delete whichever is not applicable

.....  
) Name of director/company secretary\*  
) (block letters)

) \*delete whichever is not applicable

[Signature]  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE  
CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

(Sheet 28 of 28)

Plan: **DP1146740**

Subdivision of Lot 100 in DP 1134527  
Covered by Council's Certificate No. 10749  
Date: 15-12-2009

**EXECUTED by MURLAN  
HOLDINGS PTY LIMITED** in  
accordance with section 127(1) of the  
Corporations Act 2001 (Cwlth) by  
authority of its directors:

.....  
Signature of director

.....  
Name of director (block letters)

.....  
Signature of director/company  
secretary\* **SOLE DIRECTOR**  
\*delete whichever is not applicable

.....  
**IAIN MORRAN**  
Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

**EXECUTED by BAYFIELD  
HOTELS PTY LIMITED** in  
accordance with section 127(1) of the  
Corporations Act 2001 (Cwlth) by  
authority of its directors:

.....  
Signature of director

.....  
Name of director (block letters)

.....  
Signature of director/company  
secretary\*  
\*delete whichever is not applicable

.....  
**NEVILLE WILLIAM BAYFIELD**  
Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

.....  
**Council Authorised Person**

#### Lodger Details

|             |                               |
|-------------|-------------------------------|
| Lodger Code | 503696B                       |
| Name        | KEMPS PETERSONS LEGAL PTY LTD |
| Address     | PO BOX K372<br>HAYMARKET 1240 |
| Lodger Box  | 1W                            |
| Email       | KAVITA.PRASAD@KPLG.COM.AU     |
| Reference   | 198891 - DPS                  |

Land Registry Document Identification

AR678693

STAMP DUTY:

#### Consolidation/Change of By-laws

**Jurisdiction** NEW SOUTH WALES

#### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

| Land Title Reference | Part Land Affected? | Land Description |
|----------------------|---------------------|------------------|
| CP/SP83746           | N                   |                  |

#### Owners Corporation

THE OWNERS - STRATA PLAN NO. SP83746  
Other legal entity

#### Meeting Date

17/11/2021

#### Amended by-law No.

**Details** BY-LAWS 6, 21 & 27

#### Repealed by-law No.

**Details** NOT APPLICABLE

#### Added by-law No.

**Details** NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

#### Attachment

**See attached** Conditions and Provisions

**See attached** Approved forms

#### Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP83746

**Signer Name** MICHELLE MONICA KUMAR

**Signer Organisation** KEMPS PETERSONS LEGAL PTY LTD

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 02/12/2021

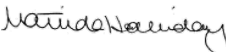
## **ANNEXURE A**

### **STRATA SCHEME 83746**

#### **BY-LAWS**

#### **DEE WHY GRAND - RESIDENTIAL**

#### **10 STURDEE PARADE DEE WHY NSW 2099**

Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 30 November 2021  
Strata Managing Agent, Dynamic Property Services Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 30 November 2021  
Solicitor, Kemps Petersons Legal Pty Ltd

## **STRATA PLAN 83746**

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## **1. - Dictionary**

### **1.1 Meaning of words**

This by-law explains words written Like This and some other words that have special meanings. Words that this clause does not explain have the same meaning as they do in the Act.

### **1.2 Definitions**

In these by-laws:

**Act** is the Strata Schemes Management Act 2015 (NSW).

**Air Conditioning Equipment** includes, without limitation, Common Property air conditioning plant and equipment, air handling units, cables, conduits, pipes, wires and ducts, whether installed before or after these bylaws come into effect. Each Owner has exclusive use of the Air Conditioning Equipment exclusively servicing their Lot. See by-law 22 for more information.

**Authorised Users** means every person authorised by Council for the purposes of by-law 34 "Deed of Agreement with Council" and includes, without limitation, the employees, agents, contractors and invitees of Council.

**Balcony** includes a terrace.

**Bicycle Racks** means the Common Property bicycle racks, including, if none exist as at registration of the Strata Plan, any installed subsequently. The Bicycle Racks are available for use by owners and occupiers in Dee Why Grand Apartments. See by-law 20 for more information.

**Building** means the building at the corner of Pittwater Road and Sturdee Parade, Dee Why, NSW to be known as Dee Why Grand.

**Building Management Committee** is the committee established under the Strata Management Statement and the Strata Schemes Development) Act 2015 (NSW) to administer Dee Why Grand.

**Building Manager** is the person the Owners Corporation appoints under bylaw 32 as the Building Manager for Dee Why Grand.

**by-laws** are these by-laws under the Act in force for Dee Why Grand Apartments.

**Carspace** is a utility lot for parking motor vehicles, and includes any part of a Lot which part is used for carparking.

**common area** means the Common Property;

**Common Property** is:

(a) common property in Dee Why Grand Apartments (including the pool and gymnasium in the Building); and

(b) the personal property of the Owners Corporation.

**Common Property** does not include:

(c) any Common Property which an Owner must maintain, repair or replace under an Exclusive Use By-Law; or

(d) any shared facility under the Strata Management Statement which the Building Management Committee or another Member must maintain, repair or replace and is not part of the Strata Scheme.

**cosmetic work** means any work to a common area in the building in connection with an owner's lot for the following purposes:

- (a) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;
- (b) installing any device used to affix decorative items to the internal surfaces of walls in the lot;
- (c) installing or replacing handrails;
- (d) painting;
- (e) filling minor holes and cracks in internal walls;
- (f) laying carpet;
- (g) installing or replacing built-in wardrobes;
- (h) installing or replacing internal blinds and curtains;
- (i) installing any locking or other safety device to improve safety within the lot;
- (j) installing any locking or other safety device for protection of the lot against intruders;
- (k) installing any screen or other device to prevent entry of animals or insects on the lot;
- (l) installing any structure or device to prevent harm to children, but cannot include non-cosmetic work.

**Council** means Warringah Council now known as Northern Beaches Council.

**Council DA No.2005/0463** means the consolidated conditions of Modification No.3 (mod 2008/0186) approved 4 September 2008, Modification No. 2 (mod 2008/0022) approved 19 February 2008 and Modification No.1 (mod 2005/0463/l) approved 19 July 2007 of Development Consent 2005/0463, approved 11 May 2007 and any further amendments.

**Dee Why Grand** means the retail, commercial and residential apartment complex as described further in the Strata Management Statement.

**Dee Why Grand Apartments** means the residential apartment complex the subject of the Strata Scheme as described further in the Strata Management Statement.

**Deed of Agreement** means the deed of agreement with Council in relation to access for Council and Authorised Users for garbage trucks contemplated in by-law 34 "Deed of Agreement with Council".

**Developer** means Dee Why Projects Pty Limited ACN 126 740 181 or any other person who is the original proprietor of Dee Why Grand Apartments.

**Development Act** means the Strata Schemes Development) Act 2015 (NSW).

**Exclusive Use By-Laws** are common property rights by-laws granting Owners exclusive use and special privileges of Common Property according to division 3, in part 7 of the Act.

**Facilities Manager** is the person the Owners Corporation may appoint under by-law 33 either in its capacity as an owners corporation or as a Member of the Building Management Committee to provide maintenance and other services for Common Property.

**Garbage Rooms** are:

- (a) the Common Property garbage room on the ground floor, and level B3 of Dee Why Grand Apartments; and

(b) the garbage compactor and other equipment and machinery placed or installed in the Garbage Rooms by the Owners Corporation or when the strata plan for Dee Why Grand Apartments was registered; and

(c) the garbage holding area "UGGR" in the loading dock area of the Building which is reserved under the Strata Management Statement for the use of Dee Why Grand Apartments.

**Government Agency** is a governmental or semi-governmental administrative, fiscal or judicial department or entity.

**Health Club** means the gymnasium, pool and facilities that forms part of the Common Property.

**Lot** is a residential lot in Dee Why Grand Apartments and any lots into which they are subdivided or resubdivided.

**major renovations** means any work to a lot or a common area in the building in connection with a lot for the following purposes:

(a) work involving structural changes such as the removal of the whole or part of a load bearing wall;

(b) work that changes the external appearance of a lot, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of a lot;

(c) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane;

(d) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979; but cannot include cosmetic work or minor renovations.

**Members** are the members of the Building Management Committee.

**minor renovations** means any work to a common area in the building in connection with a lot for the following purposes:

(a) renovating a kitchen;

(b) renovating a bathroom in a manner that does not involve waterproofing;

(c) renovating any other room in the lot in a manner that does not involve waterproofing or structural changes;

(d) changing recessed light fittings;

(e) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;

(f) installing or replacing wood or other hard floors;

(g) installing or replacing wiring or cabling or power or access points;

(h) installing or replacing pipes and ducts;

(i) work involving reconfiguring walls in a manner that does not involve structural changes;

(j) installing a rainwater tank;

(k) installing a reverse cycle split system air conditioner;

(l) installing double glazed windows;

(m) installing a heat pump;

(n) installing ceiling insulation;

but cannot include non-minor renovations.

**non-cosmetic work** means:

(a) work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act;

(b) work involving structural changes;

(c) work that changes the external appearance of an apartment, including the installation of an external access ramp;

(d) work that detrimentally affects the safety of an apartment or common area, including fire safety systems;

(e) work involving waterproofing or the plumbing or exhaust system of a building;

(f) work involving reconfiguring walls;

(g) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979.

**non-minor renovations** means:

(a) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act;

(b) work involving structural changes;

(c) work that changes the external appearance of a lot including the installation of an external access ramp;

(d) work involving waterproofing;

(e) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979;

(f) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law.

**Occupier** is the occupier, lessee or licensee of a Lot.

**Owner** is:

(a) the owner for the time being of a Lot;

(b) if a Lot is subdivided or resubdivided, the owners for the time being of the new Lots;

(c) for an Exclusive Use By-Law, the owner(s) of the Lot(s) benefiting from the by-law; and

(d) a mortgagee in possession of a Lot.

**Owners Corporation** is the owners corporation created on registration of the strata plan for Dee Why Grand Apartments.

**Rules** are rules made by the Owners Corporation according to by-law 38. You must comply with the Rules.

**Security Key** is a key, magnetic card or other device or information used in Dee Why Grand to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

**Shared Facility** is a facility used by at least two components in the Building. The Strata Management Statement deals with the use, maintenance and costs for Shared Facilities.

**Strata Management Statement** is the strata management statement for Dee Why Grand registered with the Strata Plan (as amended from time to time) containing the rights and obligations of the Owners Corporation and other Members.

**Strata Manager** is the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

**Strata Plan** means the registered strata plan for Dee Why Grand Apartments.

**Strata Scheme** means the strata scheme which comes into existence on registration of the Strata Plan.

**you** is an Owner or Occupier of a Lot.

**Visitor Carpark** means those car parking spaces marked "VIS" on the Strata Plan.

### **1.3 Interpreting these by-laws**

In these by-laws a reference to:

- (a) a thing includes the whole or each part of it;
- (b) a document includes any variation or replacement of it;
- (c) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (d) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- (e) a third party includes a person who is not an Owner;
- (f) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (g) the singular includes the plural and vice versa.

### **1.4 Headings**

Headings do not affect the interpretation of these by-laws.

## **2. - About these by-laws**

### **2.1 Purpose of these by-laws**

These by-laws regulate the day to day management and operation of the residential component of Dee Why Grand. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot.

These by-laws are designed to maintain the quality of Dee Why Grand Apartments and protect the unique life style enjoyed by all Owners and Occupiers. They operate to enhance everyone's use and enjoyment of their Lot and the Common Property, while balancing the rights of the Owners and Occupiers of Lots.

### **2.2 Purpose of Exclusive Use By-Laws**

The Exclusive Use By-Laws are designed to more fairly apportion the costs for maintaining, repairing and replacing Common Property. The Exclusive Use By-Laws make Owners responsible for the Common Property which they exclusively use.

### **2.3 Who must comply with these by-laws?**

You must comply with these by-laws if you are:

- (a) the Owner of a Lot; or
- (b) the Occupier of a Lot.

The Owners Corporation must also comply with these by-laws.

### **2.4 Amending the by-laws**

The Owners Corporation may add, change or cancel a by-law only if:

- (a) it complies with the provisions in the Strata Management Statement about adding, changing or cancelling a by-law;
- (b) it consults with the Building Management Committee before adding, changing or cancelling a by-law, if required by the Strata Management Statement; and
- (c) adding, changing or cancelling the by-law does not conflict with the Strata Management Statement.

### **2.5 Inconsistencies**

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

## **3. - The Strata Management Statement**

### **3.1 What Is the purpose of the Strata Management Statement?**

The Strata Management Statement is an essential document for the management of Dee Why Grand Apartments and the Building. It contains rules (in addition to the by-laws) with which you and the Owners Corporation must comply.

### **3.2 Who must comply with the Strata Management Statement?**

You must comply with the Strata Management Statement if you are the Owner or Occupier of a Lot.

### **3.3 Compliance**

You must comply on time and at your cost with your obligations under the Strata Management Statement.

### **3.4 Obligations on the Owners Corporation**

The Owners Corporation is a Member of the Building Management Committee established under the Strata Management Statement. The Owners Corporation must also comply with the Strata Management Statement.

The Owners Corporation must comply on time and at its cost with its obligations under the Strata Management Statement.

### **3.5 Appointing a representative to the Building Management Committee**

The strata committee of the Owners Corporation at a meeting of the strata committee may elect a representative to represent and vote for the Owners Corporation at meetings of the Building Management Committee.

The Owners Corporation may, by special resolution according to the Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee:

- (a) if the strata committee of the Owners Corporation does not appoint a representative; or
- (b) to replace a representative appointed by the strata committee of the Owners Corporation.

See the Strata Management Statement for more information.

### **3.6 Consents under the Strata Management Statement**

Nothing in these by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement.

A consent under these by-laws does not relieve you or the Owners Corporation from obligations to obtain necessary consents under the Strata Management Statement.

## **4. - Your behaviour**

### **4.1 Prohibitions**

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) smoke cigarettes, cigars, pipes or any other substance while you are on Common Property or allow smoke from them to enter Common Property or another Lot;
- (d) obstruct the legal use of Common Property by any person;
- (e) do anything in Dee Why Grand that is illegal;
- (f) do anything that might damage the good reputation of Dee Why Grand; or

(g) ride bikes or skateboards on the Common Property, including the B3 garage. Children under the age of 12 years may ride bikes and scooters on the podium area if supervised at all times by an adult.

You must be adequately clothed when you are on Common Property.

## **4.2 Control of children**

Subject to these by-laws, you must not allow children in your care to:

- (a) play on Common Property inside Dee Why Grand Apartments (e.g. hallways or stairs); or
- (b) unless an adult exercising effective control is with them, be in an area of Common Property that may be dangerous to children (e.g. the carpark or swimming pool).

## **5. - You are responsible for others**

### **5.1 Visitors**

You must:

- (a) make sure your visitors comply with these by-laws and the Strata Management Statement;
- (b) make your visitors leave Dee Why Grand if they do not comply with these by-laws and the Strata Management Statement;
- (c) take reasonable care about who you invite into Dee Why Grand Apartments; and
- (d) accompany your visitors at all times, except when they are entering and leaving Dee Why Grand.

### **5.2 Tenants**

If you lease or licence your Lot, you must:

- (a) ensure that your tenant or licensee and their visitors comply with these by-laws and the Strata Management Statement; and
- (b) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Dee Why Grand.

### **5.3 Other persons**

You must not allow another person to do anything that you cannot do under these by-laws or the Strata Management Statement.

## **6. - Your lot**

### **6.1 What are your obligations?**

You must:

- (a) keep your Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under these by-laws or Strata Management Statement which services your Lot whether or not you made the installation or alteration;
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect insurance premiums for insurances effected by the Owners Corporation;
- (d) notify the Building Management Committee if you change the existing use of your lot in a way that might affect insurance premiums for insurance effected by the Building Management Committee; and

(e) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies.

## **6.2 What consents are required?**

Subject to the Strata Management Statement, you must have consent from the Owners Corporation to:

(a) store items in your Carspace (other than a vehicle) and the following provisions apply:

- i. bicycles must be chained up or on a rack system approved by the Owners Corporation and located wholly within the Carspace;
- ii. surfboards and all non-motorised watercraft must be appropriately secured and located wholly within the Carspace;
- iii. all other items must be stored within a storage system approved by the Owners Corporation, such as a lockable over bonnet storage box or similar secure storage system;
- iv. all items stored within a Carspace in accordance with the Owners Corporation's approval must be stored in such a manner as to allow a vehicle to park wholly within the Carspace.

(b) enclose your Carspace (except for any enclosure erected as a part of the original construction of Dee Why Grand);

(c) subject to your rights under these by-laws, keep anything in your Lot that is visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of Dee Why Grand;

(d) hang curtains, blinds or louvres visible from outside the Lot unless those curtains, blinds or louvres are white or off-white or, if they have a backing, they have a backing of are white or off-white or such other colour and design as is approved by the Owners Corporation;

(e) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot that are not of a colour and design approved by the Owners Corporation if they are visible from outside your Lot or Dee Why Grand; or

## **6.3 What you must not do**

You must not:

(a) operate electronic equipment or a device which interferes with domestic appliances; or

(b) install or operate an intruder alarm with an audible signal; or

(c) attach or hang an aerial or wires outside your Lot or Dee Why Grand.

## **6.4 Considerations of the Owners Corporation in granting approval**

In determining whether to grant its approval under this by-law 6, the Owners Corporation must ensure so far as practicable that backings to curtains, blinds or louvres used in all lots are in keeping with the design and appearance of Dee Why Grand and present a uniform appearance when viewed from outside.

## **7. - You must comply with the law**

You must comply on time and at your cost with all laws relating to:

(a) your Lot;

(b) the use of your Lot; and

(c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

## **8. - Floor coverings in your Lot**

### **8.1 What floors must be covered?**

An Owner must:

- (a) not install hard floor surfaces without the consent of the owners corporation; and
- (b) keep floors in their Lot covered or treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

However, the restrictions in this by-law 8.1 do not apply to floors in the entrance foyer, kitchen, bathroom, lavatory' or laundry of the Lot.

### **8.2 Replacement of floor surfaces**

If you replace any floor covering or surface in your Lot, then:

- (a) you must first obtain the consent of the Owners Corporation; and
- (b) in applying for consent, you must provide to the Owners Corporation information about the existing and proposed floor covering or surface, any acoustic barrier already installed and any acoustic barrier proposed to be installed, including an acoustic report from a suitable qualified consultant; and
- (c) you must replace any acoustic barrier to the same standard of the acoustic barriers as they were when new, and establish to the Owners Corporation's satisfaction that you have done so; and
- (d) if any any time after the replacement of the floor covering or surface, noise complaints are received by the Owners Corporation from the Owners or Occupiers of adjoining Lots you must:
  - (i) provide an updated report to the Owners Corporation regarding the acoustic performance of the floor covering or surface; and
  - (ii) permit the Owners Corporation to inspect and test the floor covering or surface; and
  - (iii) if the floor covering or surface does not perform acoustically as predicted by the acoustic report from the suitable qualified consultant, you must replace the floor covering or surface with one that will perform, and in so doing acoustically as predicted by the acoustic report from the suitable qualified consultant.

### **8.3 What consents are required?**

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Lot that assist to prevent the transmission of noise that might unreasonably disturb another Owner or Occupier.

## **9. - Cleaning windows in your Lot**

### **9.1 Your obligations**

You must clean the glass in windows and doors of your Lot (even if they are Common Property). You do not have to clean the glass in windows or doors that you cannot access safely.

## **9.2 Actions by the Owners Corporation**

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Dee Why Grand Apartments. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under this by-law to clean that glass.

## **10. - Drying your laundry**

You must not hang laundry, bedding or other articles on the Balcony of your Lot or in an area that is visible from outside your Lot.

## **11. - What you may keep on the Balcony of your Lot**

You may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Lot only if it:

- (a) is of the type approved by the Owners Corporation;
- (b) will not cause damage; and
- (c) is not dangerous.

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Lot that are not Common Property.

You must take all necessary steps to ensure that any waterproofing membrane on the Balcony of your Lot is not penetrated or damaged, and if it is, replace it to the satisfaction of the Owners Corporation.

## **12. - Maintaining the garden in your Lot**

### **12.1 Application**

You must comply with this by-law if you are the Owner or Occupier of a Lot which includes a terrace with a planter box.

### **12.2 Obligations**

You must;

- (a) maintain the garden, planter box or terrace in your Lot to a standard commensurate with Dee Why Grand generally and to the reasonable satisfaction of the Owners Corporation; and
- (b) have consent from the Owners Corporation to change the appearance of the garden in your Lot (eg change the existing types of plants); and
- (c) take all necessary steps to ensure that any waterproofing membrane on the Balcony of your Lot is not penetrated or damaged, and if it is, replace it to the satisfaction of the Owners Corporation.

### **12.3 Hazards**

You must not use the garden, planter box or terrace in a way that will:

- (a) damage Common Property or another Lot (including through water penetration or seepage); or
- (b) create a nuisance or hazard.

### **12.4 Removal**

The Owners Corporation may require you, at your cost, to remove and replace soil and plants in your garden or planter box:

- (a) temporarily so that the Owners Corporation may inspect, repair or replace Common Property; and

(b) permanently if the Owners Corporation considers that water penetrating from your garden or planter box cannot be effectively prevented from damaging Common Property or any other Lot.

### **13. - Keeping an animal**

#### **13.1 What animals may you keep?**

Subject to this by-law 13, you may keep:

- (a) goldfish or other similar fish in an indoor aquarium; or
- (b) a guide dog or a hearing dog if you need the dog because you are visually or hearing impaired; or
- (c) a dog or cat which, when fully grown, will not exceed 15 kilograms in weight.

You must have consent from the Owners Corporation to keep other types or numbers of animals.

#### **13.2 Types of animals not approved**

The Owners Corporation will not give you consent to keep:

- (a) a dog or cat that is vicious, aggressive, noisy or difficult to control;
- (b) a dog that is not registered under the *Companion Animals Act 1998 (NSW)*; or
- (c) a dangerous dog under the *Companion Animals Act 1998 (NSW)*.

#### **13.3 Controlling your animal**

Subject to by-law 13.4, if you keep an animal under this by-law 13 you must ensure that the animal does not wander onto another Lot or Common Property.

If it is necessary to take your animal onto Common Property (e.g. to transport if out of Dee Why Grand), you must restrain it (e.g. by leash or pet cage) and control it at all times.

#### **13.4 Conditions for keeping an animal**

The Owners Corporation may make conditions if it gives you consent to keep an animal.

A condition that automatically applies if you keep an animal under this by-law 13 is that the Owners Corporation has the right at any time to order you to remove your animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you do not comply with your obligations under this by-law 13;
- (c) you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
- (d) if you keep a dog, your dog is a dangerous dog or is not registered under the *Companion Animals Act 1998 (NSW)*.

#### **13.5 Responsibilities**

You are responsible:

- (a) to other Owners and Occupiers and people using Common Property for:
  - (i) any noise your animal makes which causes unreasonable disturbance; and
  - (ii) damage to or loss of property or injury to any person caused by your animal; and
- (b) to clean up after your animal.

### **13.6 Your visitors**

You must not allow your visitors to bring animals into Dee Why Grand unless they are guide dogs or hearing dogs and the visitor needs the dog because they are visually or hearing impaired.

### **13.7 Assistance animals**

This by-law does not prevent the keeping of an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (Cth). An Owner or occupier who keeps an assistance animal on the lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal.

## **14. - Erecting a sign**

### **14.1 Prohibition**

You must not erect a Sign in your Lot or on Common Property.

## **15. - Health Club**

### **15.1 Use, repair and maintenance**

The Health Club is a Shared Facility. The Building Management Committee controls, and is responsible for the operation, repair, maintenance and replacement of the Health Club. The Health Club will be shared with other occupiers of Dee Why Grand as provided for in the Strata Management Statement.

### **15.2 Rules**

Notwithstanding that the Building Management Committee controls, and is responsible for the operation of the Health Club, the Owners Corporation may make rules about the use of the Health Club including the times in which these facilities may be used. This by-law 15, and rules about the use of the Health Club made by the Owners Corporation will only bind the Owners and Occupiers of Dee Why Grand Apartments. Owners and Occupiers of Lots must comply with those Rules and rules made by the Building Management Committee.

### **15.3 Who may use the Health Club**

An Owner or Occupier of a Lot or their visitor may use the Health Club. All visitors to the Health Club must be accompanied by the Owner or Occupier of a Lot.

### **15.4 Control of children**

An Owner or Occupier of a Lot must ensure that they exercise effective control of children who are in their care when children use the Health Club.

### **15.5 Prohibitions**

(a) An Owner or Occupier of a Lot or their visitor must not:

- (i) bring food or drink into the Health Club (other than non-alcoholic drinks in plastic drinking bottles);
- (ii) hold parties or other functions in the Health Club, or interfere with health club equipment other than for the day to day operation of the equipment;
- (iii) behave in a manner which disturbs other Owners, Occupiers or their visitors in using the Health Club; or
- (iv) bring glass objects, drinking glass or sharp objects into the gymnasium or pool area.

(b) The Health Club shall not be used for residential purposes or commercial purposes without:

- (i) the prior written consent of Council;
- (ii) the consent of the Building Management Committee; and
- (iii) the unanimous consent of the Owners Corporation.

## **16. - Repealed**

## **17. - Fire control**

### **17.1 Flammable materials in your Lot**

You may keep flammable materials in your Lot if you:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

### **17.2 Fire safety on Common Property**

You must not:

- (a) keep flammable materials on Common Property;
- (b) interfere with fire safety equipment; or
- (c) obstruct fire stairs or fire escapes.

### **17.3 Laws**

You and the Owners Corporation must comply with laws about fire control.

## **18. - Moving and delivering furniture and goods**

### **18.1 Procedures**

You must:

- (a) make arrangements with the Owners Corporation at least 48 hours before you move furniture or goods through the Building;
- (b) reserve use of the lift or any applicable part of the carpark (if you need these areas for the delivery of the furniture or goods);
- (c) move furniture and goods through the Building according to the instructions of the Owners Corporation; and
- (d) comply with the reasonable requirements of the Owners Corporation about moving furniture and goods through the Building, including requirements to fit an apron cover to the lift you use while moving the furniture or goods; and
- (e) only use the lift in the building in which your Lot is located and only residents of building 6 are permitted to use the building 6 lift for moving in and out unless otherwise authorised by the Owners Corporation.

### **18.2 Loading docks**

See the Strata Management Statement for important provisions about using the loading docks in the Building.

### **18.3 Special use of lift and carpark**

Subject to this by-law 18, you may use the lift or any applicable part of the carpark and allow persons delivering items to your Lot to use the lift or any applicable part of the carpark if:

- (a) the delivery will not take longer than 15 minutes; and
- (b) an Owner or Occupier has not reserved use of the lift or any applicable part of the carpark according to by-law 18.4.

#### **18.4 Reserving the lift and carpark**

If you or persons delivering items to your Lot need to use the lift or any applicable part of the carpark for more than 15 minutes, you must reserve use of the lift or any applicable part of the carpark with the Owners Corporation at least 48 hours before the delivery.

You must comply with the reasonable requirements of the Owners Corporation about using the lift or any applicable part of the carpark, and must allow other Owners to use the lift in priority to you during that period.

#### **18.5 Delegation**

In addition to its powers under the Act, the Owners Corporation has the power to appoint another person (eg the Building Manager or the Strata Manager) to perform its functions under this by-law 18. If this happens, you must make arrangements with that third party and comply with their reasonable requirements.

### **19. - Parking on Common Property**

Subject to these by-laws, you must have consent from the Owners Corporation to park or stand a vehicle on Common Property.

### **20. - Using the Bicycle Racks**

#### **20.1 Rules**

The Owners Corporation may make rules about the use of the Bicycle Racks.

Owners and Occupiers of Lots must comply with those Rules.

#### **20.2 Using the Bicycle Racks**

You may use the Bicycle Racks for the temporary storage of a bicycle.

The Bicycle Racks are available on a "first come, first served" basis. You must have consent from the Owners Corporation if you wish to use the Bicycle Racks for the permanent storage of a bicycle.

#### **20.3 Licence of Bicycle Racks**

The Owners Corporation may licence use of the Bicycle Racks according to by-law 26 ("Licences to use Common Property").

### **21. - Garbage Room**

#### **21.1 What are the obligation of the Owners?**

Owners and Occupiers of Lots must:

- (a) drain and securely wrap their household garbage and put it in the Garbage Room;
- (b) leave their other garbage and recyclable materials in the area designated by the Owners Corporation for that purpose in the Garbage Room;
- (c) recycle their garbage according to instructions from the Owners Corporation and the Council;
- (d) drain and clean bottles and make sure they are not broken before they put them in the Garbage Room; and
- (e) contact the Council, or a private contractor to remove (at the cost of the Owner or Occupier if there is a cost) their large articles of garbage, recyclable materials, liquids or other articles that the Council will not remove as part of its normal garbage collection service.

### **21.2 Restrictions**

Owners and Occupiers of Lots must ensure that their visitors, contractors or tradespeople not:

- (a) place or store garbage or recyclable materials in their carspace;
- (b) leave garbage or recyclable materials on Common Property except according to this by-law 21;
- (c) deposit or throw onto the Common Property or within the Garbage Room, including in any of the Owners Corporation's bins, any trade or industrial waste, or other building or related materials.

### **21.3 Maintaining the Garbage Room**

The Owners Corporation must:

- (a) regularly clean, maintain, repair and, where necessary, replace the Garbage Room;
- (b) make available for collection by the Council household garbage and recyclable materials placed in the Garbage Rooms by transferring bins from the Garbage Rooms to the upper ground floor service holding room; and

### **21.4 Costs**

The Owners of the relevant Lots must pay the costs of the Owners Corporation incurred for any breach of this by-law 21.

### **21.5 Accounts for costs**

The Owners Corporation must give the Owners of Lots regular accounts of their costs under this by-law 21. The Owners Corporation may:

- (a) include the account in notices for the administrative fund and capital fund contributions for each Owner; and
- (b) require each Owner to pay their costs in advance and quarterly or for other periods reasonably determined by the Owners Corporation.

### **21.6 Access**

(a) The Owners Corporation may restrict access to the Garbage Room by Security Key according to by-law 29.2. The Owners Corporation must provide Owners and Occupiers of Lots with a Security Key for the Garbage Room.

(b) The Owners Corporation must ensure that the upper ground floor service holding room remains secured at all times with access available to Council between the hours of 7.00am and 5.00 pm on the nominated day of collection.

### **21.7 Rules**

The Owners Corporation may make Rules about:

- (a) using the Garbage Room; and
- (b) the storage and disposal of garbage and recyclable materials from Lots.

Owners and Occupiers of Lots must comply with those Rules.

## **22. - Exclusive use of Common Property Air Conditioning Equipment**

### **22.1 Exclusive use rights**

This by-law 22 is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner who has exclusive use and special privileges under the by-law.

## **22.2 Air conditioned lots**

The Owner of each Lot has exclusive use of the Air Conditioning Equipment which exclusively services their Lot.

## **22.3 What are the obligations of the Owners?**

Each Owner must, at the cost of the Owner:

- (a) maintain, repair and, where necessary, replace Air Conditioning Equipment which exclusively services their Lot;
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace Air Conditioning Equipment which exclusively services their Lot;
- (c) comply with requirements of Government Agencies about Air Conditioning Equipment;
- (d) repair damage to common property caused by exercising rights under this by-law 22; and
- (e) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law 22.

## **22.4 Use by others**

Each Owner may allow the Occupier of their Lot to exercise the rights of the Owner under this by-law 22. However, the Owner remains responsible to the Owners Corporation and Government Agencies to perform the functions and comply with the obligations of the Owner under this by-law 22.

## **23. - Repealed**

## **24. - Load bearing and non-load bearing walls**

### **24.1 Alterations to load bearing walls**

You must have consent from the Owners Corporation and relevant Government Agencies to damage, alter or remove:

- (a) a load bearing wall in your Lot; or
- (b) a Common Property load bearing wall on the boundary of your Lot.

### **24.2 Consent**

The Owners Corporation must give you consent to damage, alter or remove a load bearing wall if before you carry out the work:

- (a) you provide the Owners Corporation with a certificate from an appropriately qualified structural engineer in a form reasonably acceptable to the Owners Corporation that the proposed damage, alteration or removal of the load bearing wall and the method by which the work will be done will not adversely affect the structural integrity of Dee Why Grand; and
- (b) if the load bearing wall divides two Lots, the Owner of the adjoining Lot consents in writing to the damage, alteration or removal of the load bearing wall.

### **24.3 Alterations to non-load bearing walls**

You may:

- (a) damage, alter or remove non-load bearing walls in your Lot; and
- (b) make openings in non-load bearing Common Property walls between two adjacent Lots that you own or occupy (subject to you obtaining all necessary consents from the Owner of the Lot).

#### **24.4 Before you do anything**

Before you carry out the damage, alteration or removal, you must provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the proposed damage, alteration or removal of the non load bearing wall and the method by which the work will be done will not adversely affect the structural integrity of Dee Why Grand.

#### **24.5 Conditions for doing the work**

- (a) The Owners Corporation must consent to any necessary applications for approvals of Government Agencies to damage, alter or remove a load bearing wall or a non load bearing wall.
- (b) The Owners Corporation may make conditions if it gives you consent to damage, alter or remove a load bearing wall. The conditions must be reasonable in the circumstances and may include conditions to reduce interference with other Owners and Occupiers which might arise from carrying out the works.
- (c) It is a condition of you damaging, altering or removing a load bearing wall or non-load bearing wall that you:
- (i) carry out the work in the method certified by the structural engineer according to by-laws 24.2 (a) and 24.4;
  - (ii) for a load bearing wall, comply with any conditions reasonably required by the Owners Corporation;
  - (iii) if appropriate, comply with section 14 of the Strata Schemes (Freehold Development) Act 1973 (NSW) and lodge any necessary building alteration plan with the Registrar General;
  - (iv) comply with by-laws 23.4 to 23.6; and
  - (v) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the load bearing or non-load bearing wall.

### **25. - Storage of inflammable liquids and other substances and materials**

#### **25.1 Prohibition**

You must not, except with the approval in writing of the Owners Corporation, use or store on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

#### **25.2 Exceptions**

This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **26. - Licences to use Common Property**

#### **26.1 Owners Corporation has the power to grant licences**

In addition to its powers under the Act, the Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property (other than Common Property which forms part of the Shared Facilities).

#### **26.2 Conditions**

Licences the Owners Corporation grants under this by-law 26 may include provisions about, but need not be limited to:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted uses of the licensed areas;

- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

### **26.3 How power exercised**

The Owners Corporation may exercise its powers under this by-law 26 only by special resolution at a properly convened general meeting.

## **27. - Damage to Common Property**

### **27.1 Using Common Property**

Subject to these by-laws, you must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property;
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in Dee Why Grand on your behalf; and
- (d) if you are an Owner compensate the Owners Corporation for any damage to Common Property caused your Occupier(s) and their visitors or agents.

### **27.2 Depositing rubbish and other material on Common Property**

You must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

### **27.3 Consent**

Subject to these by-laws, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property (except if the work is cosmetic work in which case you must comply with by-law 47 - cosmetic work);
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

### **27.4 Owners Corporation's powers in the event of breach of this by-law**

If you breach this by-law and fail to rectify that breach within 7 days, the Owners Corporation may:

- (a) take whatever steps necessary to rectify that breach; and
- (b) recover from the Owner or Occupier as a debt all costs and expenses incurred by the Owners Corporation (including but not limited to the cost of repairing or cleaning the Common Property, additional costs charged to the Owners Corporation by the Strata Manager or Building Manager and legal costs) in relation to the breach of this by-law 27 and if an Owner is liable for such costs and expenses record that on the ledger for their Lot;
- (c) if an Owner or Occupier fails to pay to the Owners Corporation any costs and expenses incurred by the Owners Corporation within 7 days of the Owners Corporation giving of written notice of the costs and expenses, the Owner or Occupier will be liable to pay simple interest at the same rate as applicable to unpaid contributions under the Act.

## **28. - Insurance premiums**

### **28.1 When you will need consent from the Owners Corporation**

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy. Specifically, you must notify the Owners Corporation if you intend to change the existing use of the Lot in a way that may affect the insurance premiums for Dee Why Grand.

### **28.2 Conditions to consent**

If the Owners Corporation gives you consent under this by-law 28, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

### **28.3 Further obligations in the Strata Management Statement**

You should refer to the Strata Management Statement for additional obligations in relation to insurances for Dee Why Grand and, in particular, to building insurance.

## **29. - Security at Dee Why Grand**

### **29.1 Rights and obligations of the Owners Corporation**

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into Dee Why Grand; and
- (b) prevent fires and other hazards.

In addition to its powers under the Act, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Dee Why Grand.

### **29.2 Restricting access to Common Property**

In addition to its powers under the Act, the Owners Corporation has the power to:

- (a) close off or restrict by Security Keys access to parts of Common Property except areas that:
  - (i) give access to a Lot; or
  - (ii) are the subject of an Exclusive Use By-Law;
- (b) restrict by Security Keys your access to levels in Dee Why Grand where you do not own or occupy a Lot or have a right of access under an Exclusive Use By-Law; and
- (c) allow the Building Manager and security personnel to use part of Common Property except areas that
  - (i) give access to a Lot; or
  - (ii) are the subject of an Exclusive Use By-Law;

to operate or monitor security of Dee Why Grand. The Owners Corporation may exclude you from using these parts of Common Property.

### **29.3 Restrictions under the Strata Management Statement**

When it exercises its rights under by-law 29.2, the Owners Corporation must not restrict access to Common Property without consent from the Building Management Committee.

See the Strata Management Statement for further information.

#### **29.4 What are your obligations?**

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of Dee Why Grand.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

### **30. - Security Keys**

#### **30.1 Rights and obligations of the Owners Corporation**

Subject to this by-law 30, the Owners Corporation may give you a Security Key if the Owners Corporation restricts access to Common Property under by-law 29.2.

The Owners Corporation must provide you with at least one Security Key for:

- (a) the Common Property entrance and exit to the carpark;
- (b) the access and exit doors into Dee Why Grand Apartment building (eg to the Common Property foyer);

#### **30.2 Fees**

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys (in addition to those which you are entitled to receive under by-law 30.1).

#### **30.3 Ownership**

Security Keys belong to the Owners Corporation.

#### **30.4 Managing Keys**

In addition to its powers under the Act, the Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded.

#### **30.5 Subcontracting key management**

In addition to its powers under the Act, the Owners Corporation has the power to make agreements with another person (e.g. the Building Manager or the Strata Manager) to exercise its functions under this by-law 30 and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

#### **30.6 What are your obligations?**

You must:

- (a) take all reasonable steps not to lose Security Keys;
- (b) return Security Keys to the Owners Corporation if you do not need them or if you no longer own or occupy a Lot; and
- (c) notify the Owners Corporation immediately if you lose a Security Key.

#### **30.7 Tenants**

If you lease or licence your Lot, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy a Lot.

### **30.8 Prohibitions**

You must not

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

### **30.9 Instructions**

You must comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

## **31. - Controlling traffic in Common Property**

In addition to its powers under the Act and subject to the Strata Management Statement, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas;
- (c) install speed humps and other traffic control devices in Common Property;
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular traffic entering and leaving Dee Why Grand.

## **32. - Agreement with the Building Manager**

### **32.1 Purpose of the agreement**

In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for Dee Why Grand Apartments:

- (a) as the Owners Corporation in its own right; or
- (b) as a Member of the Building Management Committee.

### **32.2 Appointment of the same person as Building Manager and the Facilities Manager**

The Owners Corporation may appoint the same person as the Building Manager and the Facilities Manager under by-laws 32 and 33. If the Owners Corporation appoints the same person, it may have one agreement with that person which combines the duties and functions of the Building Manager and the Facilities Manager.

### **32.3 Terms of the agreement**

The term of any agreement must not exceed ten years. Each agreement may have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

### **32.4 Duties**

The duties of the Building Manager under the agreement may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;

- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) providing a letting, property management and sales service for Owners and Occupiers (at the cost of the Owner or Occupier);
- (e) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (f) making reservations for use of the lift and carpark for moving goods or furniture;
- (g) co-ordinating the carrying out of Building Works;
- (h) managing the Security Key system and providing Security Keys according to these by-laws;
- (i) providing services to the Owners Corporation, Owners and Occupiers;
- (j) supervising employees and contractors of the Owners Corporation;
- (k) supervising Dee Why Grand Apartments generally; and
- (l) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Dee Why Grand Apartments.

### **32.5 Duties as a member of the Building Management Committee**

The duties of the Building Manager under an agreement between it and the Owners Corporation under by-law 32.1(a) are those specified in the Strata Management Statement.

### **32.6 Additional rights and obligations**

The Owners Corporation must have consent from the Building Manager to have more than one agreement under by-law 32.1(a) at the same time.

## **33. - Agreement with the Facilities Manager**

### **33.1 Purpose of the agreement**

In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with the Facilities Manager to provide for the operation, maintenance, repair and replacement of Common Property:

- (a) as the Owners Corporation in its own right; or
- (b) as a Member of the Building Management Committee.

### **33.2 Appointment of the same person as Building Manager and the Facilities Manager**

The Owners Corporation may appoint the same person as the Facilities Manager and the Building Manager under by-laws 32 and 33. If the Owners Corporation appoints the same person, it may have one agreement with that person which combines the duties and functions of the Facilities Manager and the Building Manager.

### **33.3 Terms of the agreement**

The terms of the agreements the Owners Corporation enters into under this by-law must not exceed two years (including options to renew the agreement). The agreement may have provisions about:

- (a) the rights of the Committee and the Facilities Manager to terminate the agreement early; and
- (b) the rights of the Facilities Manager to assign the agreement.

### **33.4 Duties**

The duties of the Facilities Manager under an agreement between it and the Owners Corporation (in its own right) may include:

(a) carrying out or engaging contractors to carry out preventative and remedial routine maintenance of Common Property including mechanical, electrical, hydraulic, vertical transportation, water treatment, fire, fuel, gas, sewerage, sullage treatment and disposal and security plant and other services and equipment; and

(b) doing anything else the Owners Corporation agrees is necessary for the operation and management of Common Property.

### **33.5 Duties as a member of the Building Management Committee**

The duties of the Facilities Manager under an agreement between it and the Owners Corporation under by-law 33.1(b) are those specified in the Strata Management Statement.

### **33.6 Additional rights and obligations**

The Owners Corporation must have the consent of the Facilities Manager to have more than one agreement under by-law 33.1(a) at the same time.

## **34. - Deed of Agreement with Council or Imposition of Positive Covenant in favour of Council and its Contractors**

### **34.1 Purpose of the Agreement**

In addition to its powers under the Act, the Owners Corporation may do either or both of the following things (as required by Council):

(a) enter into a Deed of Agreement with Council for the benefit of Council and its Authorised Users; and

(b) enter into some other agreement or arrangement with Council for the imposition of a positive covenant in favour of Council as the prescribed authority, pursuant to which or whereby access onto and over the Common Property may be granted to Council and its Authorised Users for the collection of residential waste and recyclables and ancillary functions, and may co-operate with Council in relation to the registration at Land and Property Information NSW of any positive covenant of the kind referred to in this by-law.

Such arrangements may extend to releasing Council and its employees, agents and Authorised Users from any liability for any damage to property caused in performing waste collection services and ancillary functions.

### **34.2 Amendment of By-Law and Other Instruments**

This by-law, arrangement or legal instrument referred to in this by-law 34, may not be amended, revoked or otherwise removed or rendered nugatory by the Owners Corporation or any other person or body without the prior written consent of Council.

## **35. - Owners Corporation must exercise powers under By-Law 34**

As soon as practical after the making of by-law 34, the Owners Corporation must enter into a deed of agreement or any other agreement or arrangement required by Council in the terms contemplated in by-law 34.

## **36. - Building management and you**

You must not:

(a) interfere with or stop the Building Manager, Facilities Manager or Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation; or

(b) interfere with or stop the Building Manager or Strata Manager using Common Property which the Owners Corporation permits them to use.

### **37. - Agreement with the Strata Manager**

#### **37.1 Appointment and retainer of Strata Manager**

The Owners Corporation must appoint and retain under section 49 of the Act the same Strata Manager that the Building Management Committee appoints under the Strata Management Statement.

### **38. - Rules**

(a) In addition to its powers under the Act, the Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Dee Why Grand Apartments and, in particular, the use of Common Property.

(b) The Owners Corporation may add to or change the Rules at any time.

(c) You must comply with the Rules.

(d) If a Rule is inconsistent with these by-laws or the requirements of a Government Agency or the Strata Management Statement, these by-laws or requirements of the Government Agency or the Strata Management Statement prevail to the extent of the inconsistency.

### **39. - Consents by the Owners Corporation**

#### **39.1 Giving consents**

Unless a by-law states otherwise, consents under these by-laws may be given by:

(a) the Owners Corporation at a general meeting; or

(b) the strata committee of the Owners Corporation at a meeting of the strata committee.

#### **39.2 Conditions**

The Owners Corporation or its strata committee may make conditions if they give you consent to do things under these by-laws. You must comply with the conditions.

#### **39.3 Revocation of a consent**

The Owners Corporation or its strata committee may revoke their consent if you do not comply with:

(a) conditions made by them when they gave you consent; or

(b) the by-law under which they gave you consent.

### **40. - Failure to comply with by-laws**

#### **40.1 Owners Corporation may rectify**

The Owners Corporation may do anything on your Lot that you should have done under the Act or these by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly, including doing work.

#### **40.2 Notice of action**

The Owners Corporation must give you a written notice specifying when it will enter your Lot to take action under by-law 40.1, including to do any work. You must:

(a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and

(b) pay the Owners Corporation for its costs for taking action under by-law 40.1, including doing any work.

#### **40.3 Recovery of costs**

The Owners Corporation may recover any money you owe it under these by-laws as a debt.

#### **40.4 Power In addition to those granted under the Act**

The powers of the Owners Corporation under this by-law 40 are in addition to those that it has under the Act.

### **41. - Applications and complaints**

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

### **42. - Visitor car parking**

#### **42.1 How parking provided in Dee Why Grand**

The carparking facilities in the Building will be provided by way of:

- (a) carparking spaces forming separate lots or parts of lots including apartments in the Strata Plan; and
- (b) the Visitor Carpark; and
- (c) the public car parking stratum which forms part of Dee Why Grand.

#### **42.2 Parking In the Dee Why Grand public car park**

If a visitor, Owner or Occupier parks as a part of public car parking stratum which forms part of Dee Why Grand, it may be required to pay a car parking charge for doing so. The Owners Corporation is under no obligation in any circumstance to reimburse any charge made for parking in the public car parking stratum which forms part of Dee Why Grand.

#### **42.3 Visitor car parking entitlement**

- (a) You may allow your genuine visitors to park in the Visitor Carpark provided your visitors park there on a casual basis and not longer than 24 hours at a time. Visitors who have parked in the Visitor Carpark may not re-enter the Visitor Carpark for 24 hours after they exit the Visitor Carpark.
- (b) You may give your genuine visitors any security access code or other Security Key device in order to obtain access to Visitor Carpark for casual parking.
- (c) You must not give any security access code or other Security Key device to any person who is not a genuine visitor to your Apartment
- (d) Owners and Occupiers must not park in the Visitor Carpark for any purpose.
- (e) You must not allow your visitors to park in the Visitor Carpark for any purpose other than casual visitor parking on the terms of this by-law 42, including any rules made under it

#### **42.4 Further Rules**

The Owners Corporation may make rules about the use of visitor carparking spaces. Owners and Occupiers of Lots must comply with those Rules and must ensure that their visitors comply with those Rules.

#### **42.5 Car parking control devices**

The Owners Corporation may install barriers, bollards, boom gates and any other car parking control device or system to ensure compliance with this by-law 42.

## **43. - Air conditioning installation**

### **DEFINITIONS**

(a) **Air-Conditioning Unit** means the air-conditioning unit installed by the Owner on the terms and conditions of this by-law and all ancillary wires, piping and ductwork.

(b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the building or in a strata lot including the Council.

### **CONDITIONS**

#### **43.1 Installation of the Air-Conditioning Unit**

(a) The Owner has the right to install the Air-Conditioning Unit at its own cost.

(b) The Air-Conditioning Unit will always remain the property of the respective Owner, even though it may be installed by an occupier.

#### **43.2 Before commencement of the installation of the Air-Conditioning Unit**

An Owner must:

(a) provide the owners corporation with the specifications of the Air-Conditioning Unit;

(b) confirm that they will install the Air-Conditioning Unit on the balcony in the location provided;

(c) obtain all other necessary approvals from any Authorities as required;

(d) provide a copy of the approvals received from any Authorities to the owners corporation as required; and

(e) obtain the written approval of the Owners Corporation or strata committee, such approval cannot be unreasonably withheld provided the application complies with the requirements of this by-law.

#### **43.3 Compliant Air-Conditioning Unit**

For the Air-Conditioning Unit to be compliant under this by-law:

(a) the Owner must have complied with clause 43.2;

(b) the Air-Conditioning Unit must be in keeping with the appearance of the Building;

(c) the Air-Conditioning Unit must have all pipe work (including but not limited to drippers) from the condenser unit (external) to the fan coil unit (internal) concealed or not externally visible by covering with steel piping (factory bonded weather proof coloured coating such as Colorbond or equivalent) in the same colour as the exterior surface of the Building;

(d) the Air-Conditioning Unit must be manufactured and designed to specifications for domestic use;

(e) the duct must be routed to hide into the corners and ledges where possible. The duct route must match the route of the installations above and below;

(f) all wall penetrations are to be made weatherproof and watertight. The penetration must be kept to a minimum and be either at the very top or very bottom of the wall. Floor penetrations are not permitted;

(g) the Air-Conditioning Unit must:

- i. be installed on vibration isolation mounts;
- ii. be installed unobtrusively on the balcony

- iii. not have any drippers on the exterior of the Building;
- iv. have a dehumidifier or evaporator to ensure the condensed water is disposed of.

(h) the Air-Conditioning Unit must have a sound rating and/or noise level that is no greater than each of the following:

- i. the maximum sound rating and/or noise level specified within Council's requirements in relation to Air-Conditioning Units installed into residential apartments; and
- ii. a sound rating or noise level that will not create noise that causes discomfort, disturbance or interference with the activities of any other owner or occupier.

#### **43.4 During installation of the Air-Conditioning Unit**

During the process of the installation of the Air-Conditioning Unit, the Owner at the relevant time must:

- (a) use such duly licensed and insured employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to owners and occupiers;
- (d) carry out the installation between the hours of 8:30am and 5:30pm Mondays – Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the executive committee;
- (e) complete the installation within a period of one (1) month from its commencement;
- (f) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation or Building Manager;
- (g) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (h) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify at its own cost that interference or damage within a reasonable period of time;
- (i) not vary the approved installation under this by-law without first obtaining the consent in writing from the Authorities and the Owners Corporation as required.

#### **43.5 After installation of the Air-Conditioning Unit**

After the installation of the Air-Conditioning Unit is completed, the Owner must without unreasonable delay:

- (a) remove from the Building all construction materials, equipment and debris resulting from the installation and clean the part of the Building affected by such removal;
- (b) provide the owners corporation with a copy of any certificate or certification required by an Authority to approve the installation;

#### **43.6 Enduring rights and obligations**

The Owner:

- (a) must at its own cost maintain, replace and keep in good and serviceable repair any Air - Conditioning Unit (and any ancillary wiring, piping or ducting) installed by them or the occupier of their Lot;

(b) must repair and/or reinstate the common property to its original condition if the Air-Conditioning Unit is removed or relocated;

(c) must maintain and upkeep at its own cost those parts of the common property in contact with the installation of the Air -Conditioning Unit;

(d) remains liable for any damage to lot or common property arising out of the installation of the Air -Conditioning Unit; and

(e) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation of the Air-Conditioning Unit (including any associated works) and without limitation any liability.

#### **43.7 Default of obligations**

If the Owner defaults in any way with the terms and provisions of this by-law, or a consent, condition or direction of the Owners Corporation, the Owners Corporation may:

(a) demand that the defaulting Owner do certain acts or things to remedy its default;

(b) carry out that obligation on behalf of the defaulting Owner and recover the costs of the work from the defaulting Owner as a debt; or require the Owner to remove the Air Conditioning Unit at its cost and make good any damage caused by the installation or removal.

#### **44. - Service of documents on owner of a lot by the Owners Corporation**

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

#### **45. - Bathroom renovations/works**

##### **Definitions and Interpretations**

1. In this by-law

(a) "**Act**" means the Strata Schemes Management Act 2015;

(b) "**Authority**" means a principal certifying authority as defined under the Environmental Planning and Assessment Act 1979 including any government, semi government, statutory, public or other authority having any jurisdiction over the Lot

(c) "**Bathroom Refurbishment Guidelines**" means the guidelines document at Schedule 1 to this by-law (or otherwise exhibited to the minute book of the Owners Corporation and marked "Bathroom Refurbishment Guidelines"), including any amendments which may be made by the Executive Committee from time to time with respect to the standard requirements for the refurbishments (or partial refurbishment) of residential bathrooms in the Strata Scheme;

(d) "**Bathroom Works**" means any alterations, additions, improvements and works whatsoever to the bathroom(s) of the Lot (including any partial refurbishment to the bathroom(s) of the Lot) to be carried out in connection with any renovation or refurbishment works to the bathroom(s) of the Lot and in accordance with the Bathroom Refurbishment Guidelines;

(e) "**Common Property**" means the common property of the Strata Scheme;

(f) "**Conditions**" means the conditions in this by-law set out below;

(g) "**Executive Committee**" means the executive committee appointed by the Owners Corporation;

(h) **"Insurance"** means: Strata Plan 83746 – Registered by-laws - Page 33 of 57

(i) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;

(ii) public liability insurance for an amount of at least \$5,000,000;

(iii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and

(iv) workers compensation insurance, if required by law.

(i) **"Lot"** means any lot in Strata Plan No. 83746;

(j) **"Owner"** means the owner of a Lot in Strata Plan No. 83746;

(k) **"Owners Corporation"** means The Owners – Strata Plan No. 83746;

(l) **"Strata Scheme"** means the strata scheme constituted on registration of strata plan 83746 and any subsequent strata plan of subdivision;

2. In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

### **Rights**

3. The Owner is authorised, pursuant to section 108 of the Act, and subject to the Conditions below, to add to, alter and erect new structures on the Common Property by carrying out the Bathroom Works.

4. The Owner has, in accordance with sections 142 and 143 of the Act, and subject to the Conditions below, the special privilege to carry out the Bathroom Works and, in doing so, to make alterations to, and penetrations into, the Common Property as necessary to carry out the Bathroom Works.

5. To the extent that the Bathroom Works are attached to Common Property, the Owner has the exclusive use of those parts of the Common Property.

### **Conditions**

#### *Before Commencement*

6. Before commencement of the Bathroom Works, the Owner must:

(a) provide the following information and documents to the Strata Committee:

(i) scope of works, plans and drawings relating to the Bathroom Works;

(ii) any other information or documents reasonably required by the Executive Committee.

(b) obtain any necessary approvals from any Authorities and provide a copy to the Owners Corporation;

(c) effect and maintain the Insurance and provide a copy of the certificates of insurance to the Owners Corporation;

(d) not commence the Bathroom Works until the Strata Committee has confirmed in writing that it is satisfied with the information and documents provided by the Owner in compliance with this clause and has authorised the Owner to proceed to carry out the Bathroom Works;

(e) provide written consent to the Owners Corporation in the form set out in Schedule 2. Strata Plan 83746 – Registered by-laws - Page 34 of 57

*During Works*

7. Whilst the Bathroom Works are in progress the Owner must:

(a) use duly licensed employees, contractors or agents to conduct the Bathroom Works and supply their contact and licence details to the Owners Corporation before each of them commences their work;

(b) perform the Bathroom Works during the times reasonably approved by the Owners Corporation and, unless otherwise specified by the Owners Corporation:

(i) for noisy activities (including but not limited to concrete drilling or constant hammering) between 9:00am and 3:00pm Monday to Friday inclusive; and

(ii) for any other activities between 7:30am and 5:00 pm Monday to Friday (inclusive) and from 8:00am to 1:00pm on Saturday.

(c) ensure that, to the extent that the Bathroom Works involve the removal of tiles on the floor or wall, or the removal and/or installation of a new bath, shower, vanity and / or basin, new waterproofing membranes are installed in accordance with the Bathroom Refurbishment Guidelines attached to this by-law;

(d) ensure the Bathroom Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the Bathroom Refurbishment Guidelines attached to this by-law;

(e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;

(f) comply with any reasonable direction given by the Executive Committee regarding the manner in which the Bathroom Works are carried out;

(g) transport all construction materials, equipment and debris in the manner reasonably directed by the Executive Committee;

(h) protect all affected areas of the Building outside the Owner's Lot from damage relating to the Bathroom Works or the transportation of construction materials, equipment and debris, including the installation of appropriate protection in the lift before any materials, equipment and debris are transported in the lift;

(i) promptly clean any part of the common property where dust and debris has been deposited during the course of the Bathroom Works;

(j) ensure that materials, equipment or debris are not stored on the common property;

(k) ensure the Bathroom Works do not interfere with, damage or soil any part of another Lot or common property, including any fixtures, fittings or other property contained on another lot or common property, unless permitted under this by-law;

(l) promptly rectify any damage to, or soiling of, any part of another Lot or common property, at its own cost, where such damage or soiling is caused by the Bathroom Works;

(m) ensure the Bathroom Works do not penetrate, pierce or otherwise damage the common property slab above or below the Lot;

(n) comply with the requirements of the Bathroom Refurbishment Guidelines, and the Owners Corporation to comply with any by-laws and any Authority concerning the performance of the Bathroom Works; and

(o) not vary the Bathroom Works without first obtaining the consent in writing from the Owners Corporation.

*After the Works*

8. After the Bathroom Works have been completed, the Owner must, without unreasonable delay:

(a) notify the Owners Corporation that all damage, if any, to Lot and common property caused by the Bathroom Works and not permitted by this by-law have been rectified;

(b) if requested, provide to the Owners Corporation with an undertaking that the Bathroom Works have been carried out in accordance with the Bathroom Refurbishment Guidelines.

*General Rights and Obligations*

9. The Owner:

(a) must, in undertaking the Bathroom Works, comply with the Bathroom Refurbishment Guidelines;

(b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures installed on common property pursuant to this by-law;

(c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Bathroom Works;

(d) remains liable for any damage to Lot or common property arising out of the Bathroom Works;

(e) must make good any damage to Lot or common property arising out of the Bathroom Works immediately after it has occurred;

(f) is responsible for the costs of the Bathroom Works;

(g) must indemnify the Owners Corporation against any liability, expense, loss or damage the Owners Corporation incurs as a result of:

(i) the Bathroom Works; and

(ii) the use, maintenance, repair, renewal or replacement of the Bathroom Works including, without limitation, any liability under s.122(6) of the Act for damage to the Works;

*Right to Remedy Default*

10. The Owner acknowledges that if the Owner fails to comply with any obligation under this by-law, the Owners Corporation may take steps to remedy that failure or non-compliance and in doing so, the Owners Corporation has the right to:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the parcel to carry out that work; and

(c) recover costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information).

11. The Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.

## **Schedule 2**

### **CONSENT AND ACKNOWLEDGEMENT TO SPECIAL PRIVILEGE BY-LAW**

To: The Secretary

The Owners – Strata Plan No. 83746

I/we being the owner/s of lot in Strata Plan No. 83746 hereby acknowledge and agree:

1. That the special by-law authorising the Owners of Lots to undertake bathroom renovations/works has already been made by the owners corporation;
2. The special by-law provides special privileges in relation to the common property and if I/we undertake the Works authorised by the special by-law then I/we are required to comply with the conditions of the by-law including the condition to properly maintain and repair the Bathroom Works.

STRATA PLAN 83746 DEE WHY GRAND RESIDENTIAL  
GUIDE TO LOT OWNERS FOR BATHROOM REFURBISHMENT

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**S.P. 83746  
DEE WHY GRAND  
10 STURDEE PARADE,  
DEE WHY**

**GUIDE FOR LOT OWNERS**

**MINIMUM REQUIREMENTS  
FOR RESIDENTIAL BATHROOM  
REFURBISHMENT**

## STRATA PLAN 83746 DEE WHY GRAND RESIDENTIAL GUIDE TO LOT OWNERS FOR BATHROOM REFURBISHMENT

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### 1. GUIDE FOR THE LOT OWNER

- 1.1. The purpose of this Guide is to assist Lot Owners to confidently and correctly undertake refurbishment of the internal wet areas (bathrooms) within their residential Lot, subject to approval by the Owners Corporation Executive.
- 1.2. The Guide establishes minimum requirements as a Work Method Statement and Best Practice.
- 1.3. The Guide sets out the relevant areas for compliance in bathroom construction according to the Building Code of Australia and Australian Standard AS3740 - 2010 (Amendment 1 - 2012).
- 1.4. The types of products specified in this guide are examples only of suitable complying products and manufacturers. This Guide does not exclude the use of equivalent products that are compliant with Australian Standards for bathroom waterproofing and tiling.

### 2. COMPLIANCE, CODES AND STANDARDS

- 2.1. The relevant parts of the Building Code of Australia (BCA), Volume 1, Section F - Health and Amenity, Performance Requirement states in FP1.7 for bathrooms:

***Fp1.7***

*To protect the structure of the building and to maintain the amenity of the occupants, water must be prevented from penetrating -*

*(a) behind fittings and linings; and*

*(b) Into concealed spaces.*

*Of sanitary compartments, bathrooms, laundries and the like.*

- 2.2. The Australian Standard reference for the extent of waterproofing in bathrooms is AS3740 - 2010 - *Waterproofing of domestic wet areas, Amendment 1 (2012)*. The Standard sets out the requirements and the areas for the application of the waterproofing within wet areas
- 2.3. The Australian / New Zealand Standard reference for waterproofing membranes is AS/NZS4858 - *Wet Area Membranes*. The Standard sets out the tests for certifying the performance of the waterproofing membranes as a Class 1, 2 or 3 membrane.
- 2.4. The waterproofing of wet areas in residential buildings must be conducted by a building Contractor correctly and currently licensed by the Office of Fair Trading of the N.S.W. Government. A Contractor's license can be checked online at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au).
- 2.5. The waterproofing Contractor must issue a Certificate of Compliance stating that the waterproofing is compliant with the BCA and the relevant Australian Standards.
- 2.6. A copy of the Certificate of Compliance must be given to the Owners Corporation for the Strata Records at the completion of the bathroom refurbishment.

### 3. REFURBISHMENT OF BATHROOMS

- 3.1. The Guide assumes that the bathroom is being fully refurbished, requiring removal of all fixtures, fittings, wall and floor tiling, and installation of new waterproofing membranes which may also encompass the replacement of internal wall sheet linings or mortar wall renders.
- 3.2. Where a partial refurbishment is undertaken, such as replacing some fixtures or fittings such as taps or shower screens, limited works to refurbish a shower recess or the like, the relevant parts of this Guide are also applicable for partial refurbishment.

### 4. MANDATORY REQUIREMENTS

- 4.1. Before the commencement of any bathroom refurbishment the Lot Owner shall supply the nominated Contractor's Certificates of Currency for Public Liability Insurance and Workers Compensation Insurance to the Executive Committee of Strata Plan 74007.
- 4.2. The Lot Owner should ensure the works over \$5,000 be completed under an Office of Fair Trading Small Works Contract (\$5K to \$20K). See [www.fairtrading.nsw.gov.au/contracts](http://www.fairtrading.nsw.gov.au/contracts) for more information.
- 4.3. Protection to the Owners Corporation common property surfaces (walls, doors, door jambs, tiled flooring, glazed doors, etc.) shall be provided and maintained during the conduct of works. The

## STRATA PLAN 83746 DEE WHY GRAND RESIDENTIAL GUIDE TO LOT OWNERS FOR BATHROOM REFURBISHMENT

Contractor shall provide adequate protection and coverings, seal off the work area and / or remove and store fittings as necessary to protect against damage during the conduct of the works.

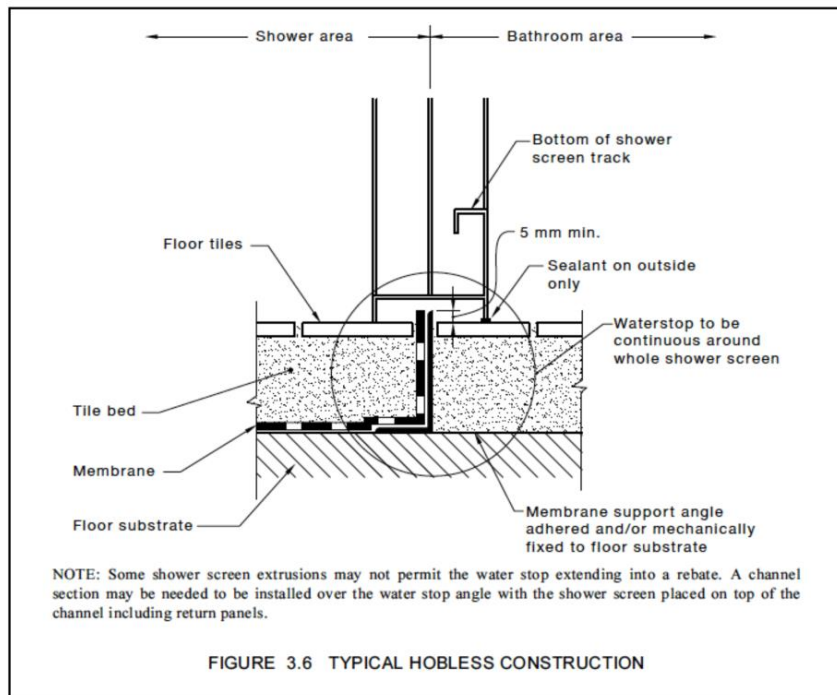
- 4.4. All work shall be completed according to the relevant O.H. & S. regulations and the SafeWork of N.S.W Government.
- 4.5. All work shall be carried out within the hours permitted by local government regulations. The Contractor and their Subcontractors are to comply with all local government noise restrictions.
- 4.6. All trade waste shall be removed from the property at the completion of works.

### 5. STANDARD SURFACE PREPARATION FOR WATERPROOFING

- 5.1. All horizontal and vertical surfaces to the bathroom floor and walls are to be smooth and free of all protrusions, voids, waterproofing membrane residues including paint, oil, salt efflorescence, and rust stains.
- 5.2. Ensure all voids to surfaces are filled flush to the finish surface with suitable mortar repair compound. Grind down all protrusions to a smooth flush surface.

### 6. MANDATORY COMPLIANCE - HOBLESS SHOWERS

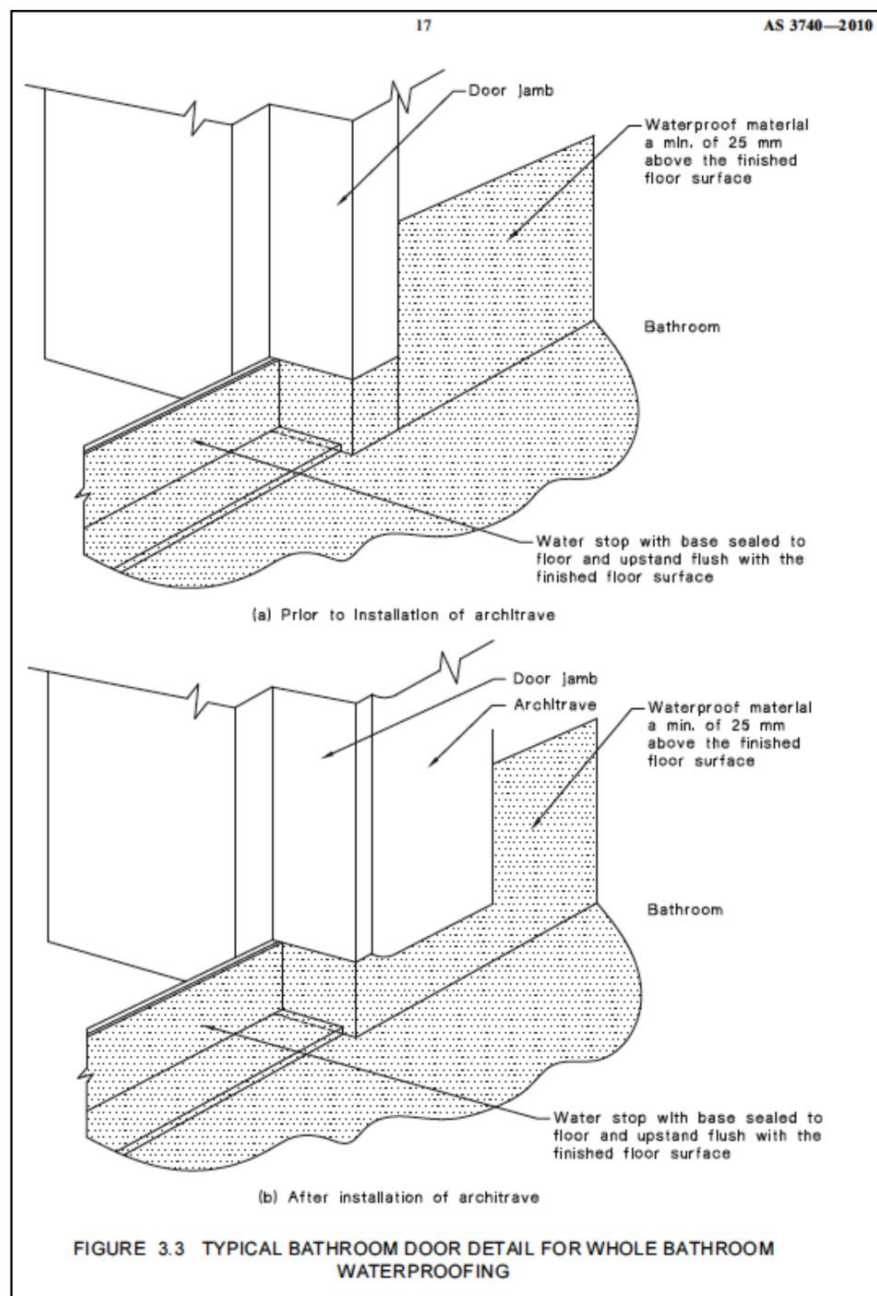
- 6.1. A physical barrier (referred to as a waterstop angle) to prevent water transmission beyond the shower recess to the bathroom floor area according to *Figure 3.6 of AS3740* reprinted below.



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**7. MANDATORY COMPLIANCE - WET AREA THRESHOLD**

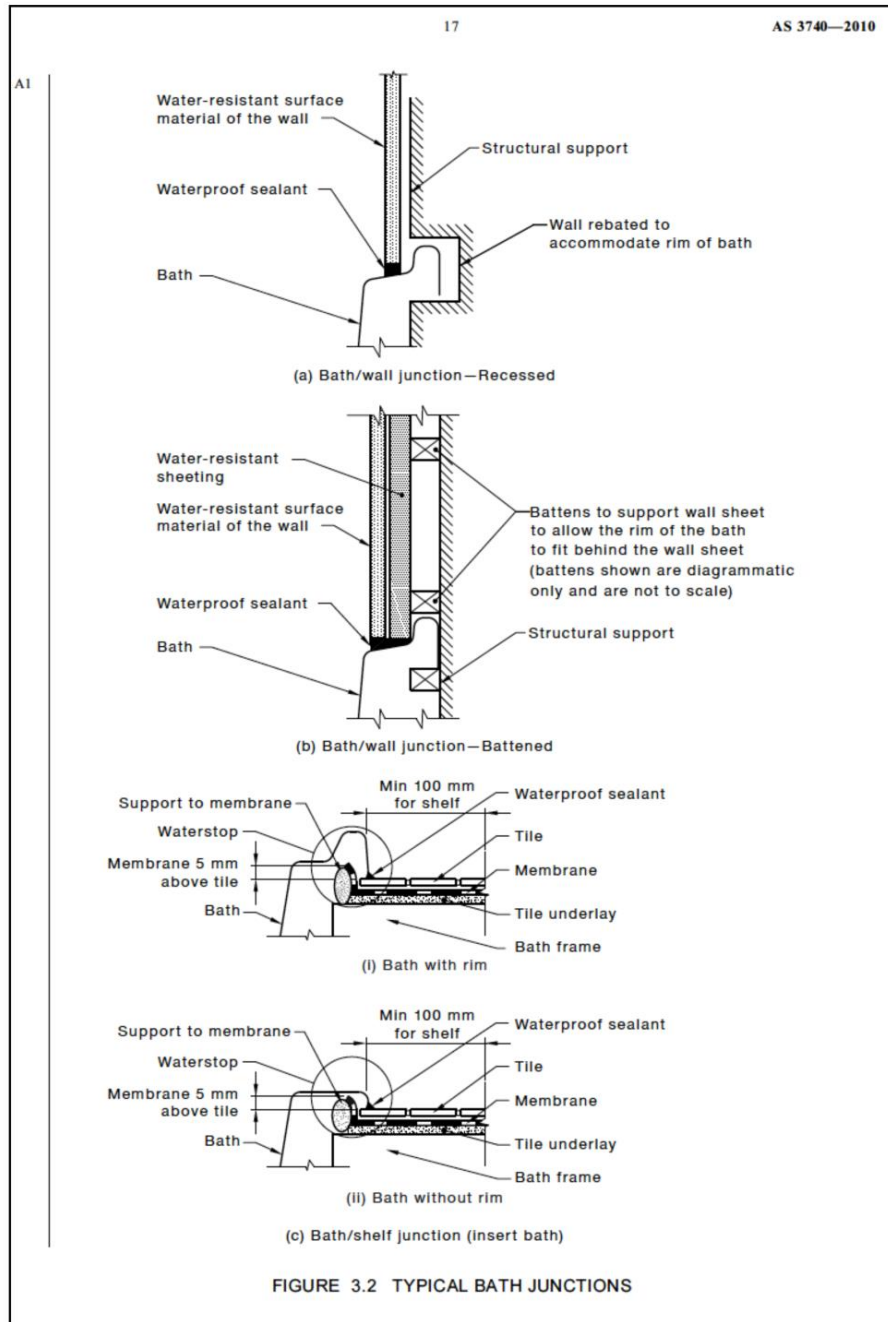
- 7.1. A physical barrier, referred to as a waterstop angle, must be installed according to *Figure 3.3 of AS3740* reprinted below, to prevent water transmission beyond the wet area.



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**8. MANDATORY COMPLIANCE - INSTALLATION OF BATHS**

- 8.1. The installation and waterproofing of baths shall be according to *Figure 3.2 of AS3740*, reprinted below.



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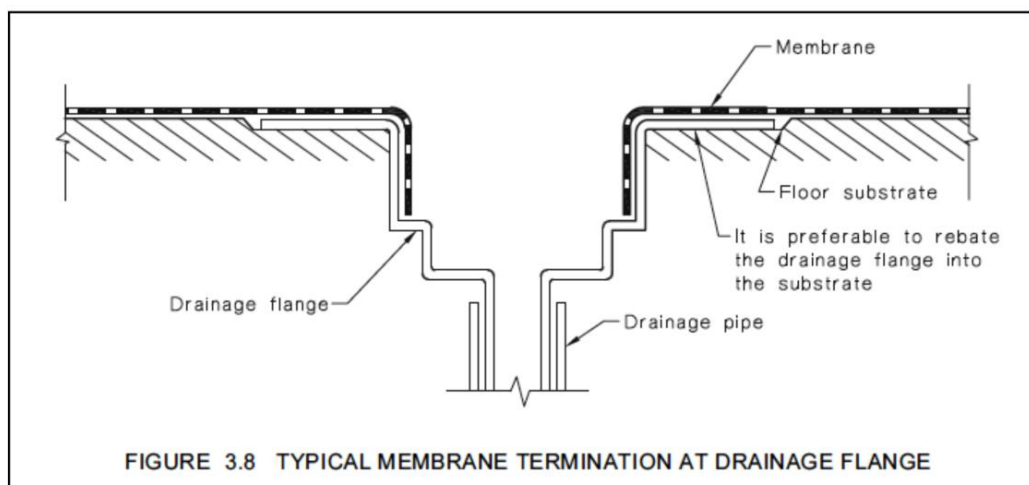
**9. MANDATORY COMPLIANCE - SHOWER OVER BATHS**

- 9.1. Clause 3.7 of AS 3740 details the minimum requirements for waterproofing of shower over bath installation, reprinted below:

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
|    | 13                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | AS 3740—2010 |
| A1 | <p><b>3.7 BATHS WITH SHOWERS OVER THEM</b></p> <p><b>3.7.1 Baths to be recessed into a wall</b></p> <p>Baths recessed into a wall shall have an integral vertical upstand lip along the side of the bath walls to enable a waterproof junction between the bath and walls.</p> <p><b>3.7.2 Baths with a downturn lip</b></p> <p>Baths without an integral upstand but with a downturn lip shall be installed as an insert bath as shown in Figure 3.2(c).</p> <p><b>3.7.3 Baths without an integral edge to allow for a vertical upstand for termination of waterproofing</b></p> <p>For baths that do not have an integral edge detail for a vertical termination of the waterproofing, there shall be full waterproofing of the walls and floor area and waterproofing under the bath. The enclosed space under the bath shall be ventilated. Extent of waterproofing shall be as for a Type 2 unenclosed shower, as specified in Clause 3.13.5.</p> <p>NOTE: Ventilation is required to allow evaporation of water leaking around the edge of the bath into the enclosed airspace under the bath.</p> <p><b>3.7.4 Freestanding baths with shower over</b></p> <p>For freestanding baths with shower over, the extent of waterproofing shall be as for a Type 2 unenclosed shower, ignoring bath, as specified in Clause 3.13.5 and as depicted in Figure 3.1A.</p> |              |

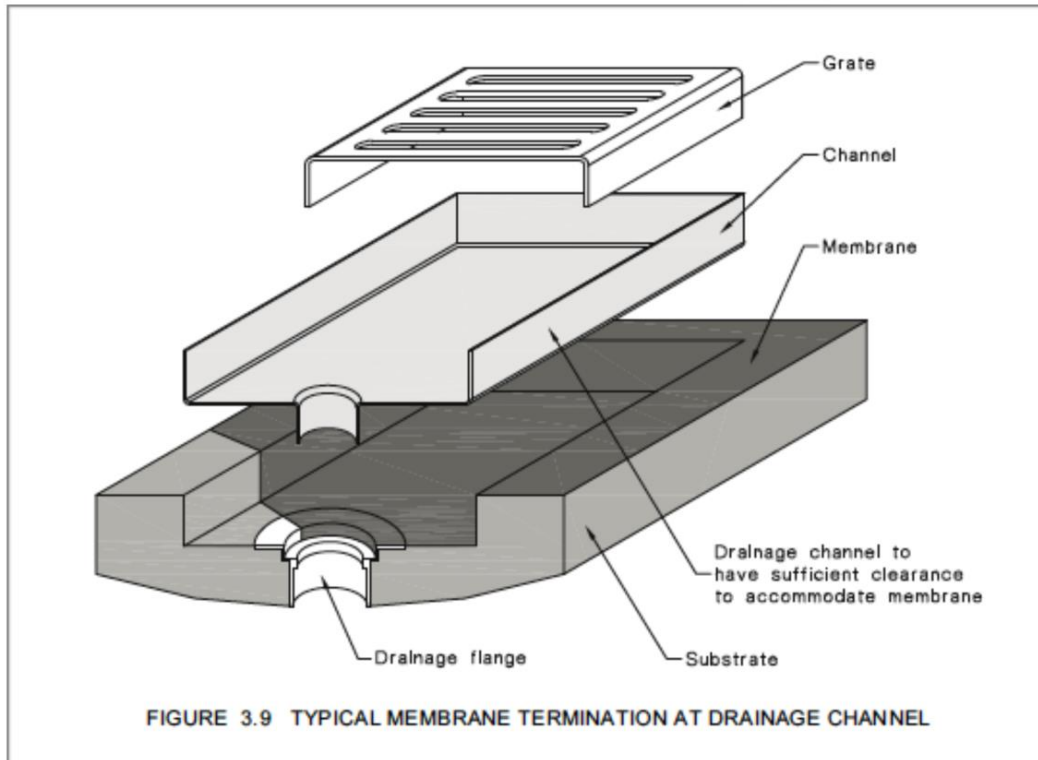
**10. MANDATORY COMPLIANCE - MEMBRANE TO DRAINAGE CONNECTION**

- 10.1. The connection of the waterproofing membrane to the floor waste drainage outlets in bathrooms must incorporate a drainage flange, detailed in Figure 3.8 of AS 3740 and reprinted below:



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- 10.2. The membrane connections at outlets for linear strip drains must incorporate a drainage flange detailed in *Figure 3.9 of AS 3740* and reprinted below:



**11. MANDATORY COMPLIANCE - PENETRATIONS FOR FITTINGS & FIXTURES**

- 11.1. All penetrations through finishes must be sealed and waterproofing as detailed in *Clause 3.10 Penetrations of AS 3740*, reprinted below:

**3.10 PENETRATIONS**

**3.10.1 Shower areas**

Penetrations for taps, shower nozzles, recessed soap holders and similar fixtures shall be waterproofed by sealing with proprietary flange systems or a sealant. When sealing the tap body to the wall, allowance shall be made for the servicing of tap washers or ceramic disks without damaging the seal.

NOTE: Typical detail for recessed soap holders is shown in Figure 3.4.

For mixer taps, drainage shall be allowed at the base of the cover plate.

Any penetrations of mechanical fixings or fastenings through surface materials shall be waterproofed.

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**12. RECOMMENDED FALLS (GRADIENTS) IN FINISHES**

- 12.1. Falls in the floor tiles are recommended in Appendix B of AS 3740 as set out below. Large format tiles exceeding 300 mm x 300 mm are difficult to install to achieve reasonable gradients for surface drainage. Australian Standard AS 3958.1 Guide to the Installation of Ceramic tiles cautions against large format tiles in wet areas.

**APPENDIX B  
FALLS IN FLOOR FINISHES  
(Informative)**

**B1 GENERAL**

The primary consideration for falls in floor finishes is to ensure water does not remain on the finished floor in a manner that can adversely affect the health or amenity of the occupants or deteriorate building elements.

Falls in floor finishes should ensure water exits the area at the floor waste or doorway if that is the designed exit point (e.g., laundry door to exterior). Water should not pond on the floor, with the exception of residual water remaining due to surface tension.

**B2 FACTORS AFFECTING FALLS**

The ratio of fall achieved in a floor may vary depending upon the—

- (a) finished height requirements at doorways;
- (b) height of fixtures or fittings;
- (c) dimensions of the tiles used, adequate falls become more difficult to achieve as the size of the tiles used increases;
- (d) area of the floor to be drained; and
- (e) requirements of persons with disabilities.

**B3 FALL RATIOS**

Clause 3.4 specifies a fall ratio of 1:100 in shower areas.

Where falls flatter than 1:100 are proposed, the effectiveness of the floor drainage should be confirmed to ensure the primary consideration given in Paragraph B1 has been met.

**B4 DIAGONAL CUTTING OF TILES**

Tiles may require diagonal cutting in the area around the waste to achieve the required falls, sufficient drainage and to ensure lipping is kept within the guidelines of AS 3958.1.

END OF GUIDE NOTES

## **46. - Installation of frosted window film to glass balustrades**

### **Definitions and Interpretation**

1. In this by-law:

**Act** means the Strata Schemes Management Act 2015;

**Authority** means a principal certifying authority as defined under the Environmental Planning and Assessment Act 1979 including any government, semi government, statutory, public or other authority having any jurisdiction over the Lot;

**Lot** means any lot in Strata Plan No. 83746;

**Owner** means the owner of a lot in Strata Plan No. 83746 and includes any successor in title to the current owner of the Lot;

**Owners Corporation** means The Owners – Strata Plan No. 83746;

**Strata Committee** means the Strata Committee appointed by the Owners Corporation;

**Works** means the works associated with the installation of a frosted window film (silver or grey tone in colour) onto the existing common property glass balustrades on the Lots' balconies to provide greater privacy.

2. In this by-law:

- (a) a word which denotes the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

### **Works authorisation and special privileges**

3. The Owners Corporation:

(a) pursuant to section 108 of the Act authorises Owners of Lots to add to, alter and/or erect new structures on the common property by carrying out the Works;

(b) pursuant to section 142 of the Act confers on the Owners of Lots special privileges in respect of the common property to be occupied by the Works to permit the Works to remain on that common property,

upon and subject to the conditions set out in this by-law.

### **Conditions**

#### **Application to Strata Committee**

4. An Owner seeking to carry out the Works is required to obtain approval of the Strata Committee and must:

(a) make an application in writing to the Strata Committee by tendering it to the Building Manager or strata managing agent (or if a strata managing agent has not been appointed, to the Secretary);

(b) include with the application:

(i) a description of the specific frosted window film proposed to be used including colour and specifications;

(ii) details of the contractors engaged to carry out the Works;

(c) The Strata Committee may from time to time publish guidelines with respect to the form of the information and materials that it may require in relation to an application made under this by-law (including details of the product types and colours for which approval will be granted), or the matters that it will consider in deciding whether to approve an application, provided that those guidelines are not inconsistent with the terms of this by-law or otherwise inconsistent with law.

5. In processing an application the Strata Committee may:

- (a) act in its own discretion in deciding whether to approve or not approve the application;
- (b) approve it unconditionally or may impose conditions;
- (c) disregard its previous decisions.

6. The Strata Committee must not approve a privacy film or screen unless it is consistent with the definition of Works. For clarity, the Strata Committee must not approve bamboo blinds or coloured or patterned film (unless the film is silver or grey tone in colour without a pattern).

**Before commencement of the Works**

7. Before commencement of the Works, the Owner must:

- (a) obtain approval of the Works from the Strata Committee;
- (b) obtain any necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (c) provide details of the contractor(s) to be engaged to carry out the Works to the Owners Corporation including their name, address, telephone number, licence number (if applicable) and the relevant site contact;
- (d) provide to the Owners Corporation written acknowledgment and consent at Schedule 1 of this by-law.

**During the Works**

8. In undertaking the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact and licence details to the Owners Corporation before each of them commences their work;
- (b) ensure the Works are carried out in a proper and workmanlike manner;
- (c) ensure that the Works are carried out and completed in accordance with any approvals;
- (d) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (e) ensure that the Works are done with due diligence and within a reasonable time from the date of commencement;
- (f) perform the Works during the times reasonably approved by the Owners Corporation;
  - a. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
  - b. comply with any reasonable direction given by the building manager or a Strata Committee member regarding the manner in which the Works are carried out;
  - c. promptly clean any part of the common property where dust and debris has been deposited during the course of the Works;

- d. ensure that materials, equipment or debris are not stored on the common property;
- e. ensure the Works do not interfere with or damage any part of another lot or common property, including any fixtures, fittings or other property contained on another lot or common property, unless permitted under this by-law and, if this happens, the Owner must promptly rectify that interference or damage, at the Owner's cost, within a reasonable period of time as directed by the Owners Corporation's nominated representative;
- f. comply with the by-laws of the Owners Corporation and requirements (if any) of any Authority concerning the performance of the Works;

#### **After the Works**

9. After the Works have been completed, the Owner must, without unreasonable delay:

- (a) notify the Owners Corporation in writing that the Works have been completed;
- (b) if required, provide the Owners Corporation with a copy of any certificate or certification by an Authority in relation to the Works;
- (c) restore all parts of the common property affected by the Works as nearly as possible to the state it was in immediately before the Works;
- (d) notify the Owners Corporation that all damage, if any, to any lot and common property caused by the Works and not permitted by this by-law have been rectified.

#### **General rights and obligations**

10. The Owner must:

- (a) pay all costs associated with the Works;
- (b) at the Owner's cost properly maintain the Works and keep the Works in a state of good and serviceable repair and, where necessary and if applicable, renew or replace any fixtures or fittings comprised in the Works;
- (c) immediately after it has occurred and at the Owner's cost make good any damage to the common property or another lot caused as a result of the Works no matter when such damage may become evident;
- (d) at the Owner's expense, comply with any notice, order or requirement of any Authority, or other statutory authority, Tribunal or Court relating to the Works;
- (e) indemnify the Owners Corporation against any increased or extra premium that may become payable by the Owners Corporation for the insurance of the building directly arising out of the Works;
- (f) indemnify and keep indemnified the Owners Corporation against any actions, proceedings, claims, demands, liabilities, expenses, losses or damage the Owners Corporation incurs as a result of:
  - (i) the Works;
  - (ii) the use, maintenance, repair, renewal, replacement or removal of the Works,

including, without limitation, any liability under s.65(6) of the Act for damage to the Works.

#### **Right to remedy default**

11. If the Owner breaches any condition or obligation under this by-law and fails to rectify that breach within 7 days (or such other time as may be prescribed in the notice) of service of a written notice by the Owners Corporation requiring rectification of that breach the Owners Corporation may:

(a) rectify that breach;

(b) enter on any part of the strata scheme including the Lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying that breach;

(c) recover as a debt due from the Owner the costs of rectification and the costs and expenses of the Owners Corporation incurred in recovering those costs (and include reference of that debt on levy notices and any other levy reports or information).

12. The Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of one month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.

13. Nothing in this by-law restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of this by-law.

### **Schedule 1**

#### **CONSENT AND ACKNOWLEDGEMENT TO SPECIAL PRIVILEGE BY-LAW**

To: The Secretary

The Owners – Strata Plan No. 83746

I/we being the owner/s of lot            in Strata Plan No. 83746            hereby acknowledge and agree:

1. That the special by-law authorising the Owners of Lots to install privacy film on glass balustrades on balconies has already been made by the owners corporation;

The special by-law provides special privileges in relation to the common property and if I/we undertake the Works authorised by the special by-law then I/we are required to comply with the conditions of the by-law including the condition to properly maintain and repair the Works.

#### **47. - Cosmetic work**

##### **Right to carry out cosmetic work**

1. An owner may carry out cosmetic work without the approval of the owners corporation.

2. If an owner carries out cosmetic work, the owner must comply with the rules for cosmetic work specified in this by-law.

##### **Rules for cosmetic work**

3. During any cosmetic work the owner carries out, or which a person carries out on the owner's behalf, the owner must:

(a) ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used;

(b) make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail);

(c) make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement;

(d) ensure that the cosmetic work is only carried out between the hours of 8.00am - 5.00pm on Monday to Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times;

- (e) ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building;
- (f) ensure the cosmetic work does not create any excessive noise in the owner's lot or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area;
- (g) ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building;
- (h) ensure that any debris and rubbish associated with or generated by the cosmetic work is removed from the building strictly in accordance with the reasonable directions of the owners corporation;
- (i) make sure that no building materials are stored in a common area;
- (j) protect all areas of the building outside the owner's lot which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to the owner's lot, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building;
- (k) clean any part of the common areas affected by the cosmetic work on a daily basis and keep all of those common areas clean, neat and tidy during the cosmetic work;
- (l) ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work;
- (m) pay all costs associated with the cosmetic work.

#### **4. An owner must:**

- (a) properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work;
- (b) repair any damage caused to another lot or any common area by the carrying out of the cosmetic work in a competent and proper manner;
- (c) ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area;
- (d) Indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or the owner's breach of this by-law;
- (e) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

#### **Breach of this by-law**

5. If an owner breaches any condition of this by-law and fails to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach;

(b) enter on any part of the building including the owner's lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach; and

(c) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6. Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

#### **Decision of owners corporation not to maintain cosmetic work**

7. To avoid doubt, the owners corporation determines that:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by an owner; and

(b) in the light of the obligations imposed on an owner in this by-law to maintain, renew, replace or repair any item of cosmetic work done by the owner, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

### **48. - Minor renovations**

#### **Minor renovations approval process**

1. An owner may carry out, or permit another person to carry out on the owner's behalf, minor renovations with the approval of the owners corporation or strata committee.

2. If an owner wishes to carry out minor renovations the owner must make an application to the owners corporation in order to seek its approval of the minor renovations.

3. The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

4. The application must contain:

(a) the owner's name, address and telephone number;

(b) the owner's lot and lot number;

(c) details of the minor renovations;

(d) drawings, plans and specifications for the minor renovations;

(e) an estimate of the duration and times of the minor renovations;

(f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons;

(g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.

5. The owners corporation may request further information to supplement the information contained in the application but it must not act unreasonably when doing so.

6. The owners corporation may engage a consultant to assist it review an application.

7. The owners corporation may:

(a) approve the application either with or without conditions, or

(b) withhold approval of the application (but it must not act unreasonably when doing so).

8. An owner must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

**Conditions for minor renovations**

9. Before commencing the minor renovations, an owner must:

(a) give the owners corporation at least 14 days' written notice. The written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations;

(b) give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:

(i) licence;

(ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000;

(iii) workers compensation insurance policy (if required by law), and

(iv) home building compensation fund insurance policy under the Home Building Act 1989 for the minor renovations (if required by law);

(c) if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes;

(d) if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a kitchen, laundry, lavatory or bathroom), comply with by-law 8 – Floor coverings in your Lot;

(e) if the minor renovations will involve alterations to load bearing or non-load bearing walls, comply with by-law 24 – Load bearing and non-load bearing walls;

(f) if the minor renovations will involve the installation of air conditioning, comply with by-law 43 – Air conditioning installation;

(g) if the minor renovations will involve "Bathroom Works" as defined in by-law 45, comply with by-law 45 – Bathroom renovations/works;

(h) if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report;

(i) if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation;

(j) pay the reasonable costs of the owners corporation incurred in connection with considering or approving the application for minor renovations including any consultant's costs.

10. If an owner has not complied with any of the conditions set out in clause 9 the owner must not begin the minor renovations and if the owner has already begun the minor renovations the owner must immediately stop them.

11. During the minor renovations an owner must:

- (a) ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used;
- (b) make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail);
- (c) make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement;
- (d) ensure that the minor renovations are only carried out between the hours of 8.00am - 5.00pm on Monday to Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times;
- (e) make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other lots in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment;
- (f) ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building;
- (g) ensure the minor renovations and the owner's contractors do not create any excessive noise in the owner's lot or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area;
- (h) ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building;
- (i) ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation;
- (j) make sure that no building materials are stored in a common area;
- (k) protect all areas of the building outside the owner's lot which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to the owner's lot, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building;
- (l) clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations;
- (m) minimise any disruption to services in the building and give the occupiers of the other lots in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption;
- (n) give the owners corporation's nominee (which may be its consultant) access to the owner's lot to inspect (and, if applicable, supervise) the minor renovations on reasonable notice;
- (o) ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;

(p) ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations;

(q) not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee;

(r) pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

12. After the minor renovations have been completed, an owner must:

(a) promptly notify the owners corporation that the minor renovations have been completed;

(b) give the owners corporation's nominee (which may be its consultant) access to the owner's lot to inspect the minor renovations on reasonable notice;

(c) restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations;

(d) if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards;

(e) if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a kitchen, laundry, lavatory or bathroom), ensure compliance with by-law 8 – Floor coverings in your Lot.

(f) if the minor renovations involved alterations to load bearing or non-load bearing walls, comply with by-law 24 – Load bearing and non-load bearing walls;

(g) if the minor renovations involved the installation of air conditioning, comply with by-law 43 – Air conditioning installation;

(h) if the minor renovations involved "Bathroom Works" as defined in by-law 45, comply with by-law 45 – Bathroom renovations/works;

### **Enduring Obligations**

13. An owner must:

(a) properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations;

(b) repair any damage caused to another lot or the common areas by the carrying out of the minor renovations in a competent and proper manner;

(c) ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area;

(d) ensure that any floor coverings installed or exposed in a lot during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot (apart from floor coverings in a kitchen, laundry, lavatory or bathroom) and otherwise to comply with by-law 8 – Floor coverings in your Lot;

(e) indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or the owner's breach of this by-law;

(f) if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations;

(g) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

14. If the minor renovations involved:

(a) alterations to load bearing or non-load bearing walls, comply with all conditions and obligations in by-law 24 – Load bearing and non-load bearing walls;

(b) the installation of air conditioning, comply with all conditions and obligations in by-law 43 – Air conditioning installation;

(c) involved "Bathroom Works" as defined in by-law 45, comply with all conditions and obligations in by-law 45 – Bathroom renovations/works.

#### **Bond**

15. The owners corporation shall be entitled to apply the bond paid by an owner under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other lot during or as a result of the minor renovations; or

(b) cleaning any part of the common area as a result of the minor renovations,

(c) and the owners corporation must refund the bond, or the remaining balance of it, when an owner notifies the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of this by-law.

#### **Breach of this by-law**

16. If an owner breaches any condition of this by-law and fails to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach;

(b) enter on any part of the building including the owner's lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach; and

(c) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

17. Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

#### **Approvals**

18. The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

### **Decision of owners corporation not to maintain minor renovations**

19. To avoid doubt, the owners corporation determines that:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by an owner pursuant to an approval granted under this by-law; and

(b) in the light of the obligations imposed on an owner in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

## **49. - Major renovations**

### **Major renovations approval process**

1. An owner must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

2. If an owner wishes to carry out major renovations the owner must make an application to the owners corporation in order to seek its approval of the major renovations.

3. The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

4. The application must contain:

(a) the owner's name, address and telephone number;

(b) the owner's lot and lot number;

(c) details of the major renovations;

(d) drawings, plans and specifications for the major renovations;

(e) an estimate of the duration and times of the major renovations;

(f) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons;

(g) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.

5. The application must also contain a motion and by-law generally in the form set out at the end of this by-law (with the blanks appropriately completed) and the owner's written consent to that by-law if the major renovations will involve alterations or additions to a common area.

6. The owners corporation may request further information to supplement the information contained in the application but it must not act unreasonably when doing so.

7. The owners corporation may engage a consultant to assist it review the application.

8. The owners corporation may:

(a) approve the application either with or without conditions, or

(b) withhold approval of the application (but it must not act unreasonably when doing so).

9. If the major renovations will involve alterations or additions to a common area, and the owners corporation approves the application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with the application (or a substantially similar motion and by-law).

10. An owner must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

**Conditions for major renovations**

11. Before commencing the major renovations, an owner must:

- (a) give the owners corporation at least 14 days' written notice. The written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,
- (b) if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,
- (c) give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:
  - (i) licence;
  - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000;
  - (iii) workers compensation insurance policy; and
  - (iv) home building compensation fund insurance policy under the Home Building Act 1989 for the major renovations (if required by law);
- (d) if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it;
- (e) if the major renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a kitchen, laundry, lavatory or bathroom), comply with by-law 8 – Floor coverings in your Lot;
- (f) if the major renovations will involve alterations to load bearing or non-load bearing walls, comply with by-law 24 – Load bearing and non-load bearing walls;
- (g) if the major renovations will involve the installation of air conditioning, comply with by-law 43 – Air conditioning installation;
- (h) if the major renovations will involve "Bathroom Works" as defined in by-law 45, comply with by-law 45 – Bathroom renovations/works;
- (i) if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report;
- (j) requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation;
- (k) pay the reasonable costs of the owners corporation incurred in connection with considering or approving the application for major renovations including any consultant's costs.

12. If an owner has not complied with any of the conditions set out in clause 11 the owner must not begin the major renovations and if the owner has already begun the major renovations the owner must immediately stop them.

13. During the major renovations an owner must:

- (a) ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used;
- (b) make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail);
- (c) make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement;
- (d) ensure that the major renovations are only carried out between the hours of 8.00am - 5.00pm on Monday to Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times.
- (e) make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other lots in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment.
- (f) ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building;
- (g) ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with;
- (h) ensure the major renovations and the owner's contractors do not create any excessive noise in the owner's lot or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area;
- (i) ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building;
- (j) ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation;
- (k) make sure that no building materials are stored in a common area;
- (l) protect all areas of the building outside the owner's lot which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to the owner's lot, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building;
- (m) keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed;
- (n) clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations;
- (o) minimise any disruption to services in the building and give the occupiers of the other lots in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption;

(p) give the owners corporation's nominee (which may be its consultant) access to the owner's lot to inspect (and, if applicable, supervise) the major renovations on reasonable notice;

(q) ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;

(r) ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations;

(s) not vary the major renovations without obtaining the prior written approval of the owners corporation;

(t) pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations;

14. After the major renovations have been completed, an owner must:

(a) promptly notify the owners corporation that the major renovations have been completed;

(b) give the owners corporation's nominee (which may be its consultant) access to the lot to inspect the major renovations on reasonable notice;

(c) if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the major renovations and the occupation of the lot (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation;

(d) restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations;

(e) if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it;

(f) if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards;

(g) if the major renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a kitchen, laundry, lavatory or bathroom), ensure compliance with by-law 8 – Floor coverings in your Lot.

(h) if the major renovations involved alterations to load bearing or non-load bearing walls, comply with by-law 24 – Load bearing and non-load bearing walls;

(i) if the major renovations involved the installation of air conditioning, comply with by-law 43 – Air conditioning installation;

(j) if the major renovations involved "Bathroom Works" as defined in by-law 45, comply with by-law 45 – Bathroom renovations/works;

## **Enduring Obligations**

15. An owner must:

- (a) properly maintain the major renovations to the lot and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations;
- (b) repair any damage caused to another lot or the common areas by the carrying out of the major renovations in a competent and proper manner;
- (c) ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area;
- (d) ensure that any floor coverings installed or exposed in a lot during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot (apart from floor coverings in a kitchen, laundry, lavatory or bathroom) and otherwise to comply with by-law 8 – Floor coverings in your Lot;
- (e) indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or the owner's breach of this by-law;
- (f) if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations;
- (g) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

16. If the major renovations involved:

- (a) alterations to load bearing or non-load bearing walls, comply with all conditions and obligations in by-law 24 – Load bearing and non-load bearing walls;
- (b) the installation of air conditioning, comply with all conditions and obligations in by-law 43 – Air conditioning installation;
- (c) involved "Bathroom Works" as defined in by-law 45, comply with all conditions and obligations in by-law 45 – Bathroom renovations/works.

## **Bond**

17. The owners corporation shall be entitled to apply the bond paid by the owner under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other lot during or as a result of the major renovations; or
- (b) cleaning any part of the common area as a result of the major renovations;

and the owners corporation must refund the bond, or the remaining balance of it, when the owner notifies the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of this by-law.

### **Breach of this by-law**

18. If an owner breaches any condition of this by-law and fails to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach;

(i) enter on any part of the building including the owner's lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach; and

(ii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

19. Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

### **Common Property Rights By-law**

20. Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to the owner's major renovations.

21. Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for the owner's major renovations or otherwise, a separate by-law to be made under sections 108 or 143 of the Management Act for the owner's major renovations in accordance with clause 9.

## **ANNEXURE TO MAJOR RENOVATION BY-LAW**

### **Motion and by-law for major renovations**

That the owners corporation specially resolves pursuant to sections 108 and 143 of the Strata Schemes Management Act 2015 (Act) to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law and that notification of the change of by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar Generals Office:

### **Special By-Law No. [insert] - Major Renovations and Building Works (Lot [insert])**

#### **Introduction**

1. This by-law gives the Owner the right to carry out the major renovations on the conditions of the major renovations by-law and this by-law.

#### **Definitions**

2. In this by-law:

**Lot** means Lot [number] in the Strata Scheme;

**Owner** means the owner for the time being of the Lot (being the current owner and all successors);

**Major Renovations** means the alterations and additions to the Lot and common property described in the Works;

**Major Renovations** by-law means special by-law no. 49 - major renovations as amended from time to time;

**Strata Scheme** means the strata scheme to which this by-law applies;

**Works** means [insert detailed description of the Works including by reference to a scope of works or plan(s) if applicable].

**Authorisation for major renovations**

3. The Owners Corporation grants the Owner:

(a) the authority to carry out the Major Renovations;

(b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property; and

(c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations on the conditions of this by-law.

**Conditions**

4. The Major Renovations by-law will apply to the Major Renovations.

5. The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations by-law with respect to the Major Renovations.

6. The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

7. The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations by-law with respect to the Major Renovations.

8. The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

9. For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-law.

**50. - Roller shutters on balconies**

**Introduction**

1. This by-law gives the Owner the right to install roller shutters on the balcony of their Lot on the conditions of the major renovations by-law and this by-law.

**Definitions**

2. In this by-law:

**Roller shutters** means roller shutters of the same style and colour as on buildings 5 and 6 in the Strata Scheme;

**Authorisation for roller shutters**

3. The Owners Corporation grants the Owner:

(a) the authority to install Roller shutter;

(b) the special privilege to, at the Owner's cost, install Roller shutters.

**Conditions**

4. The Major Renovations by-law will apply to the installation of the Roller shutters.

5. The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations by-law with respect to the installation of the Roller shutters.

6. The Owner must ensure that before installing the Roller Shutters:

- (a) approval has been granted by the strata committee;
- (b) if required by law, obtain a complying development certificate for or development consent of the local council to the installation of the Roller shutters and a construction certificate for the installation of the roller shutters, and give copies of them to the owners corporation,

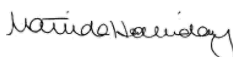
7. The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Roller shutters and, where necessary, renew or replace the Roller shutters.

8. The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations by-law with respect to the installation of the Roller shutters.

### **51. - False alarms**

An Owner or Occupier of a Lot shall reimburse the Owners Corporation for any amount charged to the Owners Corporation by Fire and Rescue NSW (or other similar or replacement body) as a result of Fire and Rescue NSW attending a Lot or the Common Property in response to a fire alarm which is activated by the actions of a Lot Owner or Occupier and determined by Fire and Rescue NSW to be a 'false alarm'.

The seal of The Owners – Strata Plan No. 83746  
was affixed on 30 November 2021  
in the presence of the following person(s) authorised by  
section 273 Strata Schemes Management Act 2015  
to attest the affixing of the seal.

Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 30 November 2021  
Strata Managing Agent, Dynamic Property Services Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

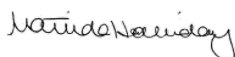
Electronic signature of me, Michelle Monica Kumar affixed by me on 30 November 2021  
Solicitor, Kemps Petersons Legal Pty Ltd



## Approved Form 23

### Attestation

The common seal of the Owners – Strata Plan No 83746 was affixed on 30 November 2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 30 November 2021  
Strata Managing Agent, Dynamic Property Services Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 30 November 2021  
Solicitor, Kemps Petersons Legal Pty Ltd

## Northern Beaches Council Planning Certificate – Part 2

**Applicant:** The Conveyancing Group  
Level 1 2 Bungan Street  
MONA VALE NSW 2103

**Reference:** Moran Sale  
**Date:** 15/07/2025  
**Certificate No.** ePLC2025/05029

**Address of Property:** Level 1 3108/10 Sturdee Parade DEE WHY NSW 2099  
**Description of Property:** Lot 74 SP 83746

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## Planning Certificate – Part 2

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

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

#### **(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:**

##### **(a) Local Environmental Plan**

Warringah Local Environmental Plan 2011

##### **(b) State Environmental Planning Policies and Regional Environmental Plans**

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing) 2021  
State Environmental Planning Policy (Industry and Employment) 2021  
State Environmental Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021  
State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Resources and Energy) 2021  
State Environmental Planning Policy (Sustainable Buildings) 2022  
State Environmental Planning Policy (Transport and Infrastructure) 2021

##### **(c) Development Control Plans**

Warringah Development Control Plan 2011

## **(2) Draft Environmental Planning Instruments**

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

### **(a) Draft Local Environmental Plans**

### **(b) Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Cultural)

### **(c) Draft Development Control Plans**

#### **Proposed amendments to Development Control Plans for Low and Mid-Rise Housing**

At the meeting on 20 May 2025, Council resolved to publicly exhibit the following proposed amendments to the Manly, Warringah and Pittwater DCPs between Friday 23 May 2025 until Sunday 22 June 2025:

- Clause 5.7 – Low and Mid-Rise Housing Areas in the Manly Development Control Plan 2013
- Part G – Special Area Controls, and Part G10 – Low and Mid-Rise Housing Areas in the Warringah Development Control Plan 2011
- Section C7 – Design Criteria for Low and Mid-Rise Housing Areas in the Pittwater 21 Development Control Plan

## **2. Zoning and land use under relevant planning instruments**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

### **(1) Zoning and land use under relevant Local Environmental Plans**

#### **(a), (b)**

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

#### **EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

#### **Zone MU1 Mixed Use**

##### **1 Objectives of zone**

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.

- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To provide an active day and evening economy encouraging, where appropriate, weekend and night-time economy functions.

## **2 Permitted without consent**

Home-based child care; Home businesses; Home occupations

## **3 Permitted with consent**

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Waste or resource transfer stations; Water reticulation systems; Any other development not specified in item 2 or 4

## **4 Prohibited**

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

### **(c) Additional permitted uses**

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

Nil

### **(d) Minimum land dimensions**

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

### **(e) Outstanding biodiversity value**

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

### **(f) Conservation areas**

The land is not in a heritage conservation area.

### **(g) Item of environmental heritage**

The land does not contain an item of environmental heritage.

## **(2) Zoning and land use under draft Local Environmental Plans**

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

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

## **3. Contribution plans**

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

### **Dee Why Town Centre Contributions Plan - in force 13 July 2019**

This Plan was approved to fund the delivery of local infrastructure to support growth in the Dee Why Town Centre.

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region, and the name of the Ministerial planning order in which the region is identified.

### **Housing and Productivity Contribution**

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Nil

## **4. Complying Development**

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

### **Part 3 Housing Code**

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

### **Part 3A Rural Housing Code**

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

### **Part 3B Low Rise Housing Diversity Code**

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

**Note:** Dual occupancies cannot be carried out as complying development in the R2 - Low Density Residential Zone in certain circumstances. See Clause 1.19 (3B) in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### **Part 3C Greenfield Housing Code**

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

### **Part 3D Inland Code**

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

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

### **Part 4 Housing Alterations Code**

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

### **Part 4A General Development Code**

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

### **Part 5 Industrial and Business Alterations Code**

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

### **Part 5A Industrial and Business Buildings Code**

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

### **Part 5B Container Recycling Facilities Code**

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

### **Part 6 Subdivisions Code**

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

### **Part 7 Demolition Code**

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

### **Part 8 Fire Safety Code**

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

### **Part 9 Agritourism and Farm Stay Accommodation Code**

Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on all of the land.

#### **(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008***

No complying codes are varied under this clause in relation to the land.

### **5. Exempt Development**

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under [\*State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008\*](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

#### **Part 2 Exempt Development Codes**

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

#### **(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008***

No exempt development codes are varied under this clause in relation to the land.

### **6. Affected building notices and building product rectification orders**

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.

(b) There is a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

(c) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this section—

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

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

### **7. Land reserved for acquisition**

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

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

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

## **9. Flood related development controls**

- (1) The land is within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

**Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

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

- (a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Nil

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

Nil

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

The land is not bush fire prone land.

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

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

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

Contact NSW Fair Trading for more information.

## **13. Mine Subsidence**

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

## **14. Paper subdivision information**

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997* No 203.

## **15. Property vegetation plans**

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

## **16. Biodiversity Stewardship Sites**

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

## **17. Biodiversity certified land**

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

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

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

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

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

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

## **20. Western Sydney Aerotropolis**

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or

- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

## **21. Development consent conditions for seniors housing**

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of [State Environmental Planning Policy \(Housing\) 2021](#).

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

(1) There is not a current site compatibility certificate of which the council is aware, in respect of proposed development on the land.

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

## **23. Water or sewerage services**

No water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

## **24. Special entertainment precincts**

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

Nil

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

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

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

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

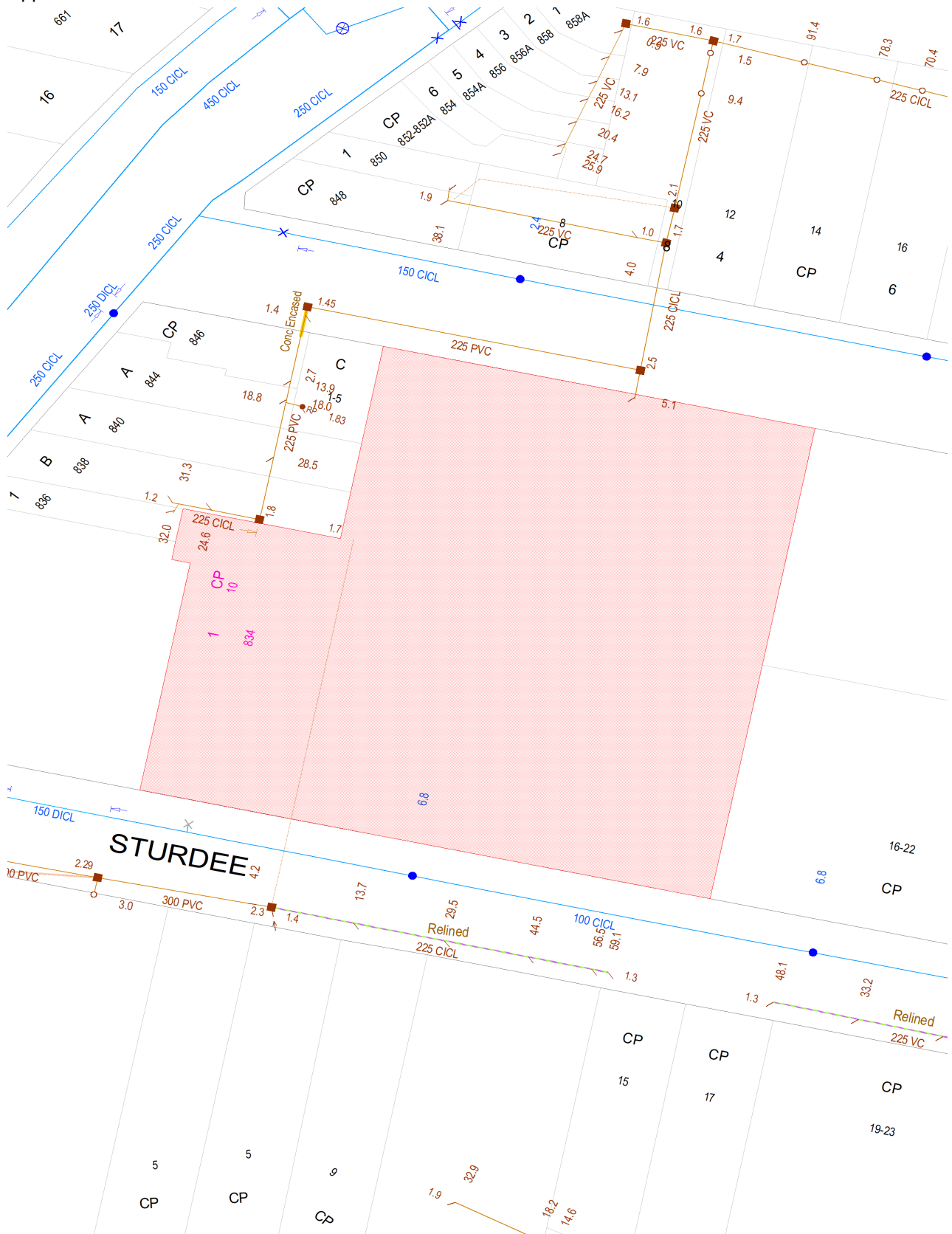
A handwritten signature in black ink, appearing to be 'SP' with a flourish.

**Scott Phillips**  
**Chief Executive Officer**

**15/07/2025**

# Service Location Print

Application Number: 8004463968



Document generated at 15-07-2025 05:50:22 PM

## Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Asset Information

## Legend

| Sewer                                                      |  | Property Details                                                               |  |
|------------------------------------------------------------|--|--------------------------------------------------------------------------------|--|
| Sewer Main (with flow arrow & size type text)              |  | Boundary Line                                                                  |  |
| Disused Main                                               |  | Easement Line                                                                  |  |
| Rising Main                                                |  | House Number                                                                   |  |
| Maintenance Hole (with upstream depth to invert)           |  | Lot Number                                                                     |  |
| Sub-surface chamber                                        |  | Proposed Land                                                                  |  |
| Maintenance Hole with Overflow chamber                     |  |                                                                                |  |
| Ventshaft EDUCT                                            |  |                                                                                |  |
| Ventshaft INDUCT                                           |  |                                                                                |  |
| Property Connection Point (with chainage to downstream MH) |  | Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit) |  |
| Concrete Encased Section                                   |  |                                                                                |  |
| Terminal Maintenance Shaft                                 |  |                                                                                |  |
| Maintenance Shaft                                          |  |                                                                                |  |
| Rodding Point                                              |  |                                                                                |  |
| Lamphole                                                   |  |                                                                                |  |
| Vertical                                                   |  |                                                                                |  |
| Pumping Station                                            |  |                                                                                |  |
| Sewer Rehabilitation                                       |  |                                                                                |  |
| Pressure Sewer                                             |  | Water                                                                          |  |
| Pressure Sewer Main                                        |  | WaterMain - Potable (with size type text)                                      |  |
| Pump Unit (Alarm, Electrical Cable, Pump Unit)             |  | Disconnected Main - Potable                                                    |  |
| Property Valve Boundary Assembly                           |  | Proposed Main - Potable                                                        |  |
| Stop Valve                                                 |  | Water Main - Recycled                                                          |  |
| Reducer / Taper                                            |  | Special Supply Conditions - Potable                                            |  |
| Flushing Point                                             |  | Special Supply Conditions - Recycled                                           |  |
|                                                            |  | Restrained Joints - Potable                                                    |  |
|                                                            |  | Restrained Joints - Recycled                                                   |  |
|                                                            |  | Hydrant                                                                        |  |
|                                                            |  | Maintenance Hole                                                               |  |
|                                                            |  | Stop Valve                                                                     |  |
|                                                            |  | Stop Valve with By-pass                                                        |  |
|                                                            |  | Stop Valve with Tapers                                                         |  |
|                                                            |  | Closed Stop Valve                                                              |  |
|                                                            |  | Air Valve                                                                      |  |
|                                                            |  | Valve                                                                          |  |
|                                                            |  | Scour                                                                          |  |
|                                                            |  | Reducer / Taper                                                                |  |
|                                                            |  | Vertical Bends                                                                 |  |
|                                                            |  | Reservoir                                                                      |  |
|                                                            |  | Recycled Water is shown as per Potable above. Colour as indicated              |  |
| Vacuum Sewer                                               |  | Private Mains                                                                  |  |
| Pressure Sewer Main                                        |  | Potable Water Main                                                             |  |
| Division Valve                                             |  | Recycled Water Main                                                            |  |
| Vacuum Chamber                                             |  | Sewer Main                                                                     |  |
| Clean Out Point                                            |  | Symbols for Private Mains shown grey                                           |  |
| Stormwater                                                 |  |                                                                                |  |
| Stormwater Pipe                                            |  |                                                                                |  |
| Stormwater Channel                                         |  |                                                                                |  |
| Stormwater Gully                                           |  |                                                                                |  |
| Stormwater Maintenance Hole                                |  |                                                                                |  |

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## Pipe Types

|                |                                    |                |                                           |
|----------------|------------------------------------|----------------|-------------------------------------------|
| <b>ABS</b>     | Acrylonitrile Butadiene Styrene    | <b>AC</b>      | Asbestos Cement                           |
| <b>BRICK</b>   | Brick                              | <b>CI</b>      | Cast Iron                                 |
| <b>CICL</b>    | Cast Iron Cement Lined             | <b>CONC</b>    | Concrete                                  |
| <b>COPPER</b>  | Copper                             | <b>DI</b>      | Ductile Iron                              |
| <b>DICL</b>    | Ductile Iron Cement (mortar) Lined | <b>DIPL</b>    | Ductile Iron Polymeric Lined              |
| <b>EW</b>      | Earthenware                        | <b>FIBG</b>    | Fibreglass                                |
| <b>FL BAR</b>  | Forged Locking Bar                 | <b>GI</b>      | Galvanised Iron                           |
| <b>GRP</b>     | Glass Reinforced Plastics          | <b>HDPE</b>    | High Density Polyethylene                 |
| <b>MS</b>      | Mild Steel                         | <b>MSCL</b>    | Mild Steel Cement Lined                   |
| <b>PE</b>      | Polyethylene                       | <b>PC</b>      | Polymer Concrete                          |
| <b>PP</b>      | Polypropylene                      | <b>PVC</b>     | Polyvinylchloride                         |
| <b>PVC - M</b> | Polyvinylchloride, Modified        | <b>PVC - O</b> | Polyvinylchloride, Oriented               |
| <b>PVC - U</b> | Polyvinylchloride, Unplasticised   | <b>RC</b>      | Reinforced Concrete                       |
| <b>RC-PL</b>   | Reinforced Concrete Plastics Lined | <b>S</b>       | Steel                                     |
| <b>SCL</b>     | Steel Cement (mortar) Lined        | <b>SCL IBL</b> | Steel Cement Lined Internal Bitumen Lined |
| <b>SGW</b>     | Salt Glazed Ware                   | <b>SPL</b>     | Steel Polymeric Lined                     |
| <b>SS</b>      | Stainless Steel                    | <b>STONE</b>   | Stone                                     |
| <b>VC</b>      | Vitrified Clay                     | <b>WI</b>      | Wrought Iron                              |
| <b>WS</b>      | Woodstave                          |                |                                           |

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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# Standard form from 28 September 2020

## Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

### IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON 14<sup>th</sup> December 24 AT 10 AM.

### BETWEEN

Landlord Name (1):

Scott Moran

Landlord Name (2):

Carolyn Moran

Landlord telephone number or other contact details:

014 530 325, 016 799 231

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

**Note:** The above information **must** be provided for landlord(s), whether or not there is a landlord's agent

Address for service of notices (can be an agent's address):

6A Prince Alfred Pde

Suburb:

Newport

State:

Postcode:

**Note:** The landlord(s) business address or residential address **must** be provided for landlord(s) if there is **no** landlord's agent

Tenant Name (1):

Joshua Gualdi

Tenant Name (2):

Tenant Name (3):

Blake Mirzian

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

**Landlord's agent details:** [If applicable] *NA*

Agent name:

Business address for service of notices:

Suburb:

State:

Postcode:

Contact details: [This must include a telephone number]

**Tenant's agent details:** [If applicable] *NA*

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

**Term of agreement:**

The term of this agreement is -

- ☐ 6 months    ☒ 12 months    ☐ 2 years    ☐ 3 years  
☐ 5 years    ☐ Other (please specify):     ☐ Periodic (no end date)

starting on  and ending on  [Cross out if not applicable]

**Note:** For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

**Residential premises:**

The residential premises are [Insert address]:

The residential premises include:

[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]

**Rent:**

The rent is \$  per  payable in advance starting on

**Note:** Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number:

082-069

account number:

97-938-0194

account name:

Carolyn Keegan

payment reference:

(b) to

at

by cash, or

(c) as follows:

**Note:** The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

**RENTAL BOND** [Cross out if there is not going to be a bond]:

A rental bond of \$ 3,600 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- ☒ the landlord or another person, or  
☐ the landlord's agent, or  
☐ NSW Fair Trading through Rental Bond Online.

**Note.** All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

## IMPORTANT INFORMATION

### Maximum number of occupants

No more than 2 persons may ordinarily live in the premises at any one time.

### Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: Telephone:

Plumbing repairs: Telephone:

Other repairs: Telephone:

### Water usage

Will the tenant be required to pay separately for water usage? ☐ Yes ☒ No

If yes, see clauses 12 and 13.

### Utilities

Is **electricity** supplied to the premises from an embedded network? ☒ Yes ☐ No

Is **gas** supplied to the premises from an embedded network? ☒ Yes ☐ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

## Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

- ☒ Hardwired smoke alarms  
☐ Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☐ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

☒ Yes ☐ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

☐ Yes ☐ No

## Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

☒ Yes ☐ No

If yes, see clauses 38 and 39.

## Giving notices and other documents electronically [Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

**Note.** You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

### Landlord

Does the landlord give express consent to the electronic service of notices and documents?

☐ Yes ☐ No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

### Tenant

Does the tenant give express consent to the electronic service of notices and documents?

☐ Yes ☐ No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

## Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

## Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

# The Agreement

## RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential premises'** on page 2 of this agreement.

## COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
  - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

## RENT

### 3. The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

### 4. The landlord agrees:

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

**Note.** The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

## RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

**Note:** Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

### 7. The landlord and the tenant agree:

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

## RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
  - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

- 8.2 cease to be lawfully usable as a residence, or
  - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

## **PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES**

### **10. The landlord agrees to pay:**

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

**Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

**Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

### **11. The tenant agrees to pay:**

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

**Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
  - 11.6.1 are separately metered, or
  - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

**Note. Separately metered** is defined in section 3 of the Residential Tenancies Act 2010.

**12. The landlord agrees** that the tenant is not required to pay water usage charges unless:

- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4** the residential premises have the following water efficiency measures:
  - 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
  - 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
  - 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
  - 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

**13. The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

## **POSSESSION OF THE PREMISES**

**14. The landlord agrees:**

- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

## **TENANT'S RIGHT TO QUIET ENJOYMENT**

**15. The landlord agrees:**

- 15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

## **USE OF THE PREMISES BY TENANT**

**16. The tenant agrees:**

- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

**17. The tenant agrees:**

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

- 17.4** that it is the tenant's responsibility to replace light globes on the residential premises.

**18. The tenant agrees,** when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3** to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5** to make sure that all light fittings on the premises have working globes, and
- 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

**Note.** Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

**LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**

**19. The landlord agrees:**

- 19.1** to make sure that the residential premises are reasonably clean and fit to live in, and

**Note 1.** Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:

- a) are structurally sound, and
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- c) have adequate ventilation, and
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

- e) have adequate plumbing and drainage, and
- f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

**Note 2.** Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- a) are in a reasonable state of repair, and
- b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and
- c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and
- d) are not liable to collapse because they are rotted or otherwise defective.

- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence

but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

## URGENT REPAIRS

**20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

**Note.** The type of repairs that are **urgent repairs** are defined in the Residential Tenancies Act 2010 and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,

- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

## SALE OF THE PREMISES

### 21. The landlord agrees:

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

**22. The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

### 23. The landlord and tenant agree:

- 23.1** that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2** that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

## LANDLORD'S ACCESS TO THE PREMISES

**24. The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the Civil and Administrative Tribunal so orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
  - 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
  - 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
  - 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
  - 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the

landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

## **PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS**

- 28.** The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

**Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is 'published'.

- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

## **FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES**

### **30. The tenant agrees:**

- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

**31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

*Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.*

## LOCKS AND SECURITY DEVICES

**32. The landlord agrees:**

- 32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

**33. The tenant agrees:**

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative

Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

- 33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

**34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

## TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

**35. The landlord and the tenant agree** that:

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

*Note: Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.*

**36. The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

## CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

### 37. The landlord agrees:

- 37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

## COPY OF CERTAIN BY-LAWS TO BE

### PROVIDED *[Cross out clauses if not applicable]*

- 38. The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
- 39. The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

## MITIGATION OF LOSS

- 40.** The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

## RENTAL BOND

*[Cross out clauses if no rental bond is payable]*

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative

Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

## SMOKE ALARMS

### 42. The landlord agrees to:

- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6** repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

**Note 1.** Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

**Note 4.** Section 64A of the Act provides that a smoke alarm includes a heat alarm.

#### 43. The tenant agrees:

**43.1** to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

**43.2** that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

**43.3** to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**44. The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

**Note.** The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

#### SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

**45. The landlord agrees** to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

**46. The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:

**46.1** the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

**46.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

**Note.** A swimming pool certificate of compliance is valid for 3 years from its date of issue.

#### LOOSE-FILL ASBESTOS INSULATION

##### 47. The landlord agrees:

**47.1** if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

**47.2** if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

#### COMBUSTIBLE CLADDING

**48. The landlord agrees** that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

**48.1** that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

**48.2** that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

**48.3** that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

## SIGNIFICANT HEALTH OR SAFETY RISKS

**49. The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

## ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

**50. The landlord and the tenant agree:**

- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

## BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

**51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

**52. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

**Note.** Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

## ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

Any additional terms are not required by law and are **negotiable**.]

## ADDITIONAL TERM—PETS

[Cross out clauses if not applicable]

**53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

**54. The tenant agrees:**

- 54.1** to supervise and keep the animal within the premises, and
- 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3** to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4** to comply with any council requirements.

55. **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

Insert any other agreed additional terms here.

Attach a separate page if necessary.

## NOTES

### 1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
  - (a) the letting of residential premises, or
  - (b) the collection of rents payable for any tenancy of residential premises.
- **LFAl Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

### 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the

agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).  
Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

### 3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

### 4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

### 5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

### 6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

**THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

**Note.** Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

**SIGNED BY THE LANDLORD/AGENT**

Name of landlord/agent

Scott Moran

Signature of landlord/agent



on the 14 day of DECEMBER 2024

**LANDLORD INFORMATION STATEMENT**

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent



on the 14 day of DECEMBER 2024

**SIGNED BY THE TENANT (1)**

Name of tenant

Joshua Gualdi

Signature of tenant



on the 14 day of December 2024

**SIGNED BY THE TENANT (2)**

Name of tenant

Blake Mirzaian

Signature of tenant



on the 14 day of December 2024

**SIGNED BY THE TENANT (3)**

Name of tenant

Signature of tenant

on the day of 20\_\_

**SIGNED BY THE TENANT (4)**

Name of tenant

Signature of tenant

on the day of 20\_\_

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.



MS CAROLYN KEEGAN  
6A PRINCE ALFRED PARADE  
NEWPORT NSW 2106

Our reference: 7160992150101

Phone: **13 28 66**

16 July 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello CAROLYN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

|                              |                              |
|------------------------------|------------------------------|
| Notice number                | 2411096090635                |
| Vendor name                  | CAROLYN KEEGAN               |
| Clearance Certificate Period | 15 July 2025 to 15 July 2026 |

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MR SCOTT T MORAN  
6A PRINCE ALFRED PARADE  
NEWPORT NSW 2106

Our reference: 7160929330928

Phone: **13 28 66**

15 July 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello SCOTT,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

|                              |                              |
|------------------------------|------------------------------|
| Notice number                | 2411096096737                |
| Vendor name                  | SCOTT TURNER MORAN           |
| Clearance Certificate Period | 15 July 2025 to 15 July 2026 |

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

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