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Req:R945390 /Doc:DP 1247238 P /Rev:22-Jan-2019 /Sts:SC.OK /Pgs:ALL /Prt:12-Feb-2019 15:59 /Seq:6 of 6
Ref:Stage 6 - Cambridge /Src:M DP1247238

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 21.1.2019

Office Use Only

# DP1247238

**PLAN OF EASEMENTS OVER LOTS 6 AND 7 IN DP1239998**

Subdivision Certificate number: ——

Date of Endorsement: ——

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

City of Ryde Council its authorised delegate pursuant to s.378 Local Government Act 1993

.....

Signature of delegate

DANIEL PEARSE

Name

SENIOR COORDINATOR

DEVELOPMENT ENGINEERING SERVICES

Position:

I certify that I am an eligible witness and that the delegate signed in my presence

(Signature of Witness) .....

(Name of Witness) MYRA MALEK

(Address of Witness) 3 Richardson Pl., North Ryde 2113

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41369 047 DP

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Req:R945391 /Doc:DP 1247238 B /Rev:22-Jan-2019 /Sts:SC.OK /Pgs:ALL /Prt:12-Feb-2019 15:59 /Seq:1 of 6
Ref:Stage 6 - Cambridge /Src:M DP1247238

ePlan

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

**Lengths are in metres:** (Sheet 1 of 6 sheets)

**Plan:** DP1247238

Plan of easements over Lots 6 and 7 in DP1239998

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

Nancarrow Property Investments Pty Ltd
ACN 147 891 058
Suite 2, 2-4 Giffnock Avenue
Macquarie Park NSW 2113

**Part 1 (Creation)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s) bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement to Drain Water 1.5 Wide (A) | 6 and 7 | Council of the City of Ryde |
| 2 | Easement for Overland Flow Variable Width (B) | 6 and 7 | Council of the City of Ryde |
| 3 | Positive Covenant | 6 and 7 | Council of the City of Ryde |

**Part 1A (Release)**

| Number of item shown in the intention panel on the plan | Identity of easement or profit à prendre 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 | Easement for Drainage 2.44 Wide (D436684) | Lots 6 and 7 in DP1239998 | City of Ryde Council |

.....
Nancarrow Property Investments Pty Ltd

.....
Authorised Delegate
City of Ryde Council

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**Lengths are in metres:**

(Sheet 2 of 6 sheets)

Plan: **DP1247238**

Plan of easements over Lots 6 and 7 in DP1239998

## Part 2 (Terms)

**1. Terms of Easement to Drain Water 1.5 Wide (A) numbered in 1 in the plan**

1.1 The prescribed authority and every person authorised by it to make all necessary excavations and sink and make shafts and cuttings and lay down pipes in or on or under the easement site of the lot burdened for drainage.

1.2 The registered proprietor of the lot burdened for the time being for them and their successors in title covenant with the prescribed authority that they will not do or allow to be done any act deed matter or thing which may injure damage or interfere with or impede the free and passage of water so and air through the same.

1.3 The registered proprietor of the lot burdened will not erect or permit to be erected over the easement site of the lot burdened any building or structure except with the written permission of the prescribed authority and then only in accordance with all the conditions imposed by the prescribed authority in granting such permission.

1.4 The registered proprietor of the lot burdened will not do permit or suffer to be done any act deed matter or thing whereby the prescribed authority shall be prevented or hampered in constructing reconstructing maintaining repairing cleansing or gaining access to the pipes or easement or any part thereof.

1.5 The registered proprietor of the lot burdened if any such damage or injury be done or interference be made they will forthwith at their own expense properly and substantially repair and make good all such injury and damage and restore the free flow and passage of water and soil through the same and do all things necessary for the purpose aforesaid.

1.6 The registered proprietor of the lot burdened will and do hereby indemnify and keep indemnified the prescribed authority from and against all demands actions suits causes of and expenses or other claims which they or any other person may have against the prescribed authority arising out of any injury damage or interference by the registered proprietor of the lot burdened with or to such pipes or easement.

**2. Terms of Easement for Overland Flow Variable Width (B) numbered in 2 in the plan**

2.1 The prescribed authority and every person authorised by it has the right to convey stormwater runoff across the easement site.

2.2 The owner of the lot burdened must not build or install any structures in or over the easement site without the prior approval of the prescribed authority and must promptly remove such structures if the prescribed authority requires access to the easement site to undertake any work or maintenance to the easement site.

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Nancarrow Property Investments Pty Ltd

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Authorised Delegate
City of Ryde Council

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Lengths are in metres:

(Sheet 3 of 6 sheets)

Plan: DP1247238

Plan of easements over Lots 6 and 7 in DP1239998

**3. Terms of Positive Covenant numbered 3 in the plan**

3.1 The registered proprietor of the lot burdened and every person authorised by it must, at their own expense, remove all structures spanning the easement site for the Easement to Drain Water 1.5 Wide (A) numbered 1 in this instrument on the lot burdened no less than 1.25 metres clear of the pipeline located in the easement site (*structures*) when requested to do so by the prescribed authority or any utility other service provider.

3.2 If the registered proprietor of the lot burdened does not comply with clause 3.1 of this instrument to the satisfaction of the prescribed authority or any utility other service provider who has requested removal, the prescribed authority or any utility other service provider may do anything it considers reasonably necessary for the removal requested, including (without limitation):

(a) entering the lot burdened;

(b) taking anything on to the lot burdened;

(c) carrying out such works it considers necessary to effect the requested removal; and

(d) recover from the registered proprietor of the lot burdened all cost and expenses incurred by the prescribed authority or any utility other service provider in exercising its rights under clause 3 of this instrument.

3.3 The registered proprietor of the lot burdened must not do or allow anything to be done to damage or interfere with the structures.

3.4 For the purpose of ensuring observance of the covenant, the authority may, by its servants or agents, twice in every year at a reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than 2 days' notice, enter the land and view the condition of the land and the state of construction or repair of any structure or work on the land, except to the extent that the authority and that person may otherwise agree.

**Interpretation provisions for this instrument**

**4 Definition, interpretation and general provisions**

4.1 In this instrument unless a contrary intention appears:

**lot burdened** means a lot burdened by an easement, restriction or covenant in this instrument.

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

**prescribed authority** means Council of the City of Ryde, its successors and assigns, or any other body serving the same or similar functions and, where not repugnant to the

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Nancarrow Property Investments Pty Ltd

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Authorised Delegate
City of Ryde Council

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Lengths are in metres:

(Sheet 4 of 6 sheets)

Plan: DP1247238

Plan of easements over Lots 6 and 7 in DP1239998

context, includes its servants, agents and contractors of the *prescribed authority* (or the body serving the same or similar function).

4.2 The following rules on interpretation will apply to the interpretation of this instrument:

(a) The singular includes the plural and conversely.

(b) A gender includes all genders.

(c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(d) A reference to a *clause*, *paragraph*, *schedule*, or *sub-clause* means a clause, paragraph, schedule or sub-clause, respectively, of this instrument.

(e) Unless stated otherwise, one provision does not limit the effect of another.

(f) A reference to conduct includes, without limitation, any omission, statement or undertaking, whether or not in writing.

(g) Headings contained in each easement.

(h) A reference to a person includes a firm, partnership, joint venture, association, corporation or other corporate body.

(i) A reference to a person includes the legal personal representatives, successors and permitted assigns of that person.

(j) Unless expressed to the contrary, any right, power or discretion given to a person under this instrument may be exercised by that person in its absolute discretion.

(k) Where the expression *including* or *includes* is used it means *including but not limited to* or *including without limitation*.

4.3 The restriction on use in this instrument are covenants and agreements between:

(a) the prescribed authority; and

(b) the owner of the lot burdened 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 extent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the restriction on use.

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Nancarrow Property Investments Pty Ltd

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Authorised Delegate
City of Ryde Council

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Lengths are in metres:

(Sheet 5 of 6 sheets)

Plan: DP1247238

Plan of easements over Lots 6 and 7 in DP1239998

**Power to release, vary or modify**

5. **Person with the power to release vary or modify the easements and positive covenant referred to in the plan**

Council of the City of Ryde (being the prescribed authority which enjoys the benefit of the rights granted under this easement) is the prescribed authority empowered to release, vary or modify the easements and positive covenant referred to in the plan.

**EXECUTED** by )
NANCARROW PROPERTY INVESTMENTS PTY LTD )
ACN 147 891 058 in accordance with Section 127 )
of the Corporations Act 2001 )

.....
Signature of Sole Director/Secretary

SARKIS NASSIF
.....
NAME (please print)

Mortgagee:

.....
Nancarrow Property Investments Pty Ltd

.....
Authorised Delegate
City of Ryde Council

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Lengths are in metres:

(Sheet 6 of 6 sheets)

Plan: **DP1247238**

Plan of easements over Lots 6 and 7 in DP1239998

City of Ryde Council its authorised delegate pursuant to s.378 Local Government Act 1993

.....
Signature of delegate

DANIEL PEARSE
Name

Senior Coordinator, Development Engineering Services / Authorised delegate pursuant to s.377 Local Government Act 1993
Position:

I certify that I am an eligible witness and that the delegate signed in my presence

(Signature of Witness) .....

(Name of Witness) MYRA MALEK

(Address of Witness) 3 Richardson Pl, North Ryde 2113

SIGNED SEALED & DELIVERED
on behalf of ING Bank (Australia) Limited
by its attorney under power of attorney
registered Book 4730 No 322
in the presence of

WITNESS

ATTORNEY 1

ATTORNEY 2

FULL NAME
Eileen Tjhia
77 Castlereagh Street
Sydney NSW 2000
ADDRESS

PETER LUKE
FULL NAME

PARTNER
TITLE

LISA WRIGHT
FULL NAME

PARTNER
TITLE

REGISTERED 21.1.2019

InfoTrack

PLAN FORM 2 (A2) DP1248278

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 1 of 3 sheet(s)

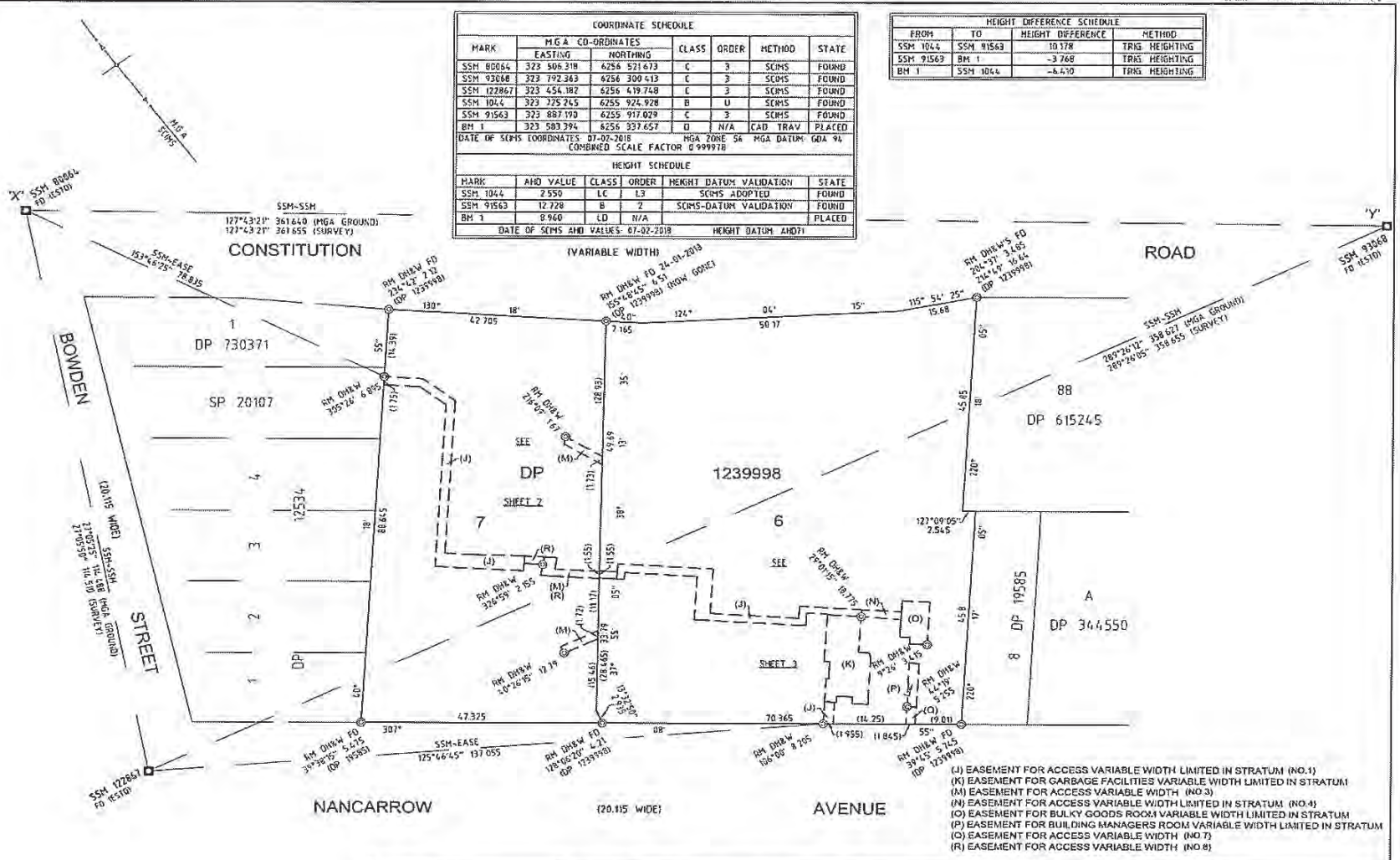
| COORDINATE SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | M.G.A. CO-ORDINATES | | CLASS | ORDER | METHOD | STATE |
| | EASTING | NORTHING | | | | |
| SSM 80064 | 323 506.318 | 6256 521.673 | C | 3 | SCIMS | FOUND |
| SSM 93068 | 323 792.363 | 6256 300.413 | C | 3 | SCIMS | FOUND |
| SSM 122867 | 323 454.182 | 6256 419.748 | C | 3 | SCIMS | FOUND |
| SSM 1044 | 323 725.245 | 6255 924.928 | B | U | SCIMS | FOUND |
| SSM 91563 | 323 887.190 | 6255 917.029 | C | 3 | SCIMS | FOUND |
| BM 1 | 323 583.394 | 6256 337.657 | D | N/A | CAD TRAV | PLACED |

DATE OF SCIMS COORDINATES: 07-02-2018 MGA ZONE 56 MGA DATUM: GDA 94
COMBINED SCALE FACTOR 0.999978

| HEIGHT SCHEDULE | | | | | |
|---|---|---|---|---|---|
| MARK | AHD VALUE | CLASS | ORDER | HEIGHT DATUM VALIDATION | STATE |
| SSM 1044 | 2.550 | LC | L3 | SCIMS ADOPTED | FOUND |
| SSM 91563 | 12.728 | B | 2 | SCIMS-DATUM VALIDATION | FOUND |
| BM 1 | 8.960 | LD | N/A | | PLACED |

DATE OF SCIMS AHD VALUES: 07-02-2018 HEIGHT DATUM: AHD71

| HEIGHT DIFFERENCE SCHEDULE | | | |
|---|---|---|---|
| FROM | TO | HEIGHT DIFFERENCE | METHOD |
| SSM 1044 | SSM 91563 | 10.178 | TRIG. HEIGHTING |
| SSM 91563 | BM 1 | -3.768 | TRIG. HEIGHTING |
| BM 1 | SSM 1044 | -6.410 | TRIG. HEIGHTING |




(J) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (NO.1)
(K) EASEMENT FOR GARBAGE FACILITIES VARIABLE WIDTH LIMITED IN STRATUM
(M) EASEMENT FOR ACCESS VARIABLE WIDTH (NO.3)
(N) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (NO.4)
(O) EASEMENT FOR BULKY GOODS ROOM VARIABLE WIDTH LIMITED IN STRATUM
(P) EASEMENT FOR BUILDING MANAGERS ROOM VARIABLE WIDTH LIMITED IN STRATUM
(Q) EASEMENT FOR ACCESS VARIABLE WIDTH (NO.7)
(R) EASEMENT FOR ACCESS VARIABLE WIDTH (NO.8)

| | | | | |
|---|---|---|---|---|
| Surveyor JASON RAIC<br>Date of Survey 19-02-2018<br>Surveyor's Reference 41369 078DP | PLAN OF EASEMENTS OVER LOTS 6-7 IN DP1239998 | LGA RYDE<br>Locality RYDE<br>Subdivision No -<br>Lengths are in metres Reduction Ratio 1:500 | Registered<br>31.01.2019 | DP1248278 |

Reg:R945567 /Doc:DP 1248278 P /Rev:01-Feb-2019 /Sts:SC.OK /Pgs:ALL /Prt:12-Feb-2019 16:17 /Seq:1 of 7
Ref:Cambridge - Stage 6 /Src:M

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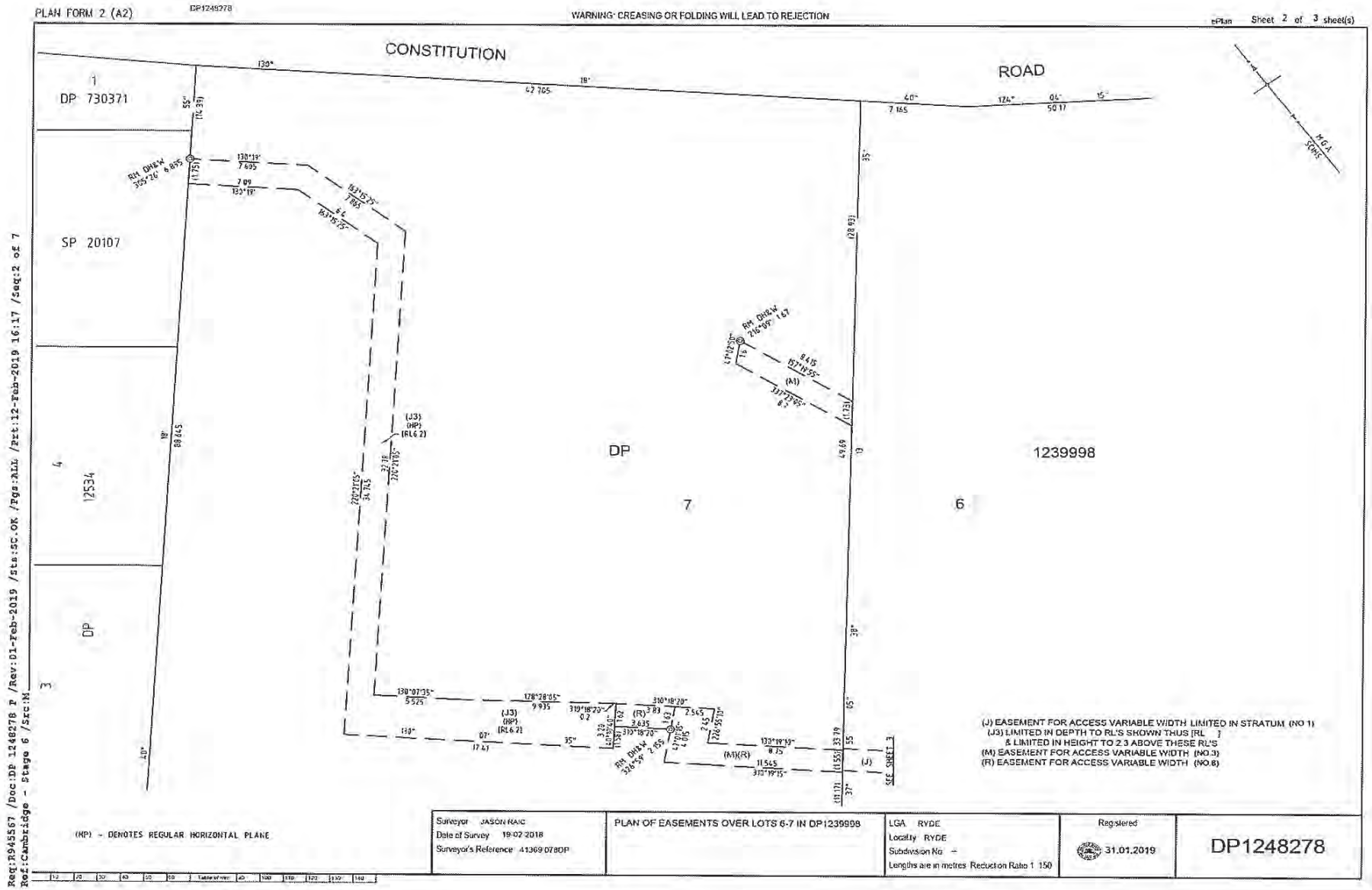


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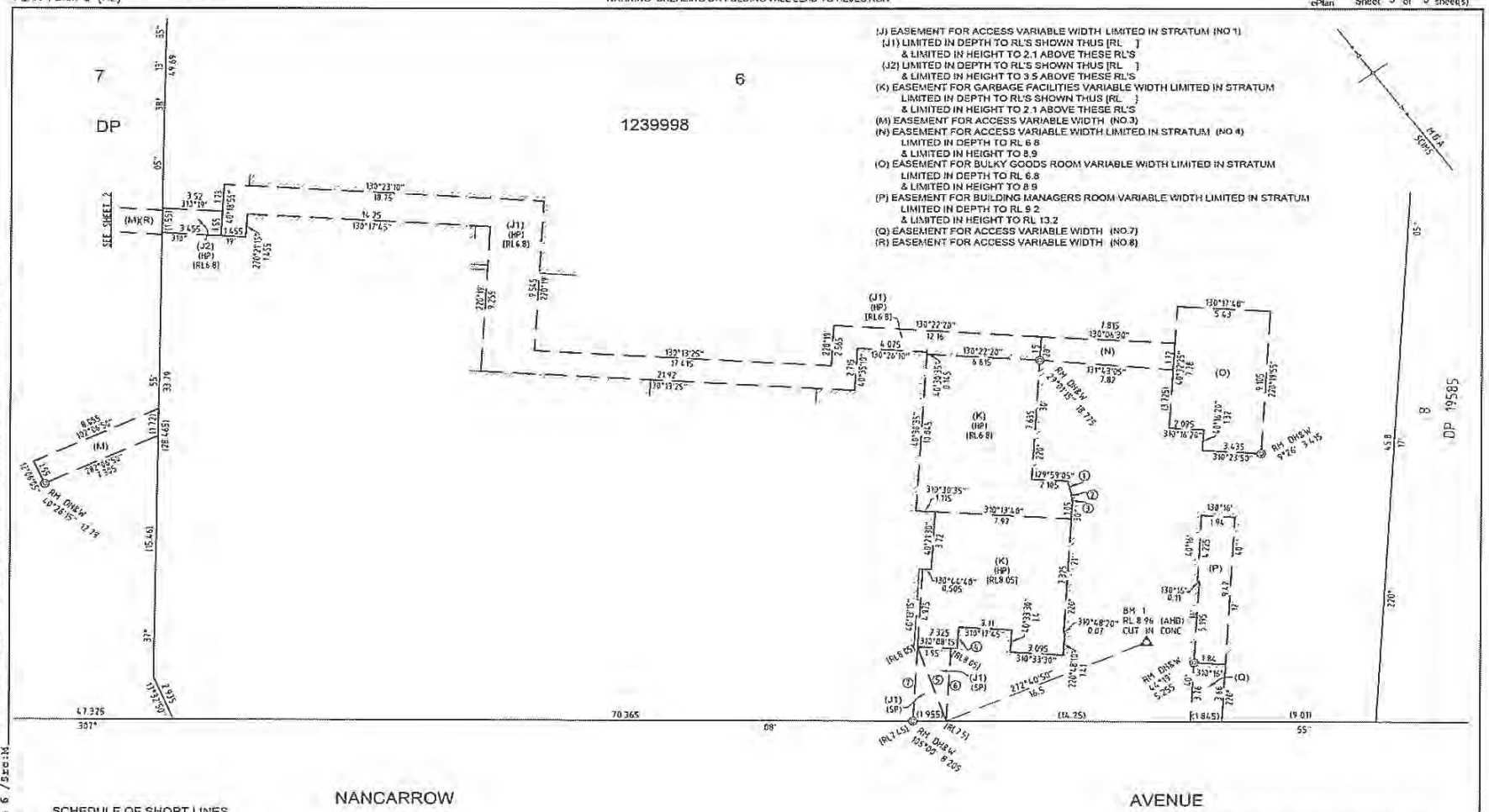
PLAN FORM 2 (A2) DP1248278

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 3 of 3 sheet(s)




SCHEDULE OF SHORT LINES

| No. | BEARING | DISTANCE |
|---|---|---|
| 1 | 202°06'05" | 0.77 |
| 2 | 207°35'50" | 0.42 |
| 3 | 212°56'05" | 0.215 |
| 4 | 220°08'15" | 1.375 |
| 5 | 197°22'40" | 5.02 |
| 6 | 40°14'40" | 4.625 |
| 7 | 40°14'40" | 4.73 |

(HP) - DENOTES REGULAR HORIZONTAL PLANE
(SP) - DENOTES IRREGULAR SLOPING PLANE
- DENOTES FACE OF STRUCTURE ON EASEMENT

| | | | | |
|---|---|---|---|---|
| Surveyor JASON RAIC<br>Date of Survey 19-02-2016<br>Surveyor's Reference 41369 078DP | PLAN OF EASEMENTS OVER LOTS 6-7 IN DP1239998 | LGA RYDE<br>Locality RYDE<br>Subdivision No --<br>Lengths are in metres Reduction Ratio 1:150 | Registered<br>31.01.2019 | DP1248278 |

Req:R945567 /Doc:DP 1248278 P /Rev:01-Feb-2019 /Sts:SC.OK /Pgs:ALL /Prt:12-Feb-2019 16:17 /Seq:3 of 7
Ref:Cambridge - Stage 6 /Src:M

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| PLAN FORM 6 (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 4 sheet(s) |
|---|---|---|

Office Use Only

Registered: 31.01.2019

Title System: TORRENS

Office Use Only

DP1248278

**PLAN OF EASEMENTS OVER LOTS 6 AND 7 IN DP1239998**

LGA: RYDE

Locality: RYDE

Parish: HUNTERS HILL

County: CUMBERLAND

## Survey Certificate

I, JASON RAIC

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 19 February 2018, or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or~~

*(c) ~~The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X' – 'Y'

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous~~.

Signature: ..... Dated: 21/12/18

Surveyor Identification No: 8255
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

## Crown Lands NSW/Western Lands Office Approval

I, ..... (Authorised Officer) in approving this plan certify 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, .....

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP1239998

DP19585

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 41369 078 DP

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Office Use Only

**Registered:** 31.01.2019

Office Use Only

DP1248278

**PLAN OF EASEMENTS OVER LOTS 6 AND 7 IN DP1239998**

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (J)
2. EASEMENT FOR GARBAGE FACILITIES VARIABLE WIDTH LIMITED IN STRATUM (K)
3. EASEMENT FOR ACCESS VARIABLE WIDTH (M)
4. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (N)
5. EASEMENT FOR BULKY GOODS ROOM VARIABLE WIDTH LIMITED IN STRATUM (O)
6. EASEMENT FOR BUILDING MANAGERS ROOM VARIABLE WIDTH LIMITED IN STRATUM (P)
7. EASEMENT FOR ACCESS VARIABLE WIDTH (Q)
8. EASEMENT FOR ACCESS VARIABLE WIDTH (R)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41369 078 DP

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only

**Registered:** 31.01.2019

Office Use Only

# DP1248278

**PLAN OF EASEMENTS OVER LOTS 6 AND 7 IN DP1239998**

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**EXECUTED** by NANCARROW PROPERTY INVESTMENTS PTY LTD ACN 147 891 058 in accordance with Section 127 of the Corporations Act 2001 )

.....
Signature of sole Director/secretary

SARKIS NASSIF
.....
NAME (please print)

**EXECUTED** by BAYONE PROJECTS PTY LTD ACN 113 337 518 in accordance with Section 127 of the Corporations Act 2001 )

.....
Signature of sole Director/secretary

SARKIS NASSIF
.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41369 078 DP

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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 31.01.2019

Office Use Only

# DP1248278

**PLAN OF EASEMENTS OVER LOTS 6 AND 7 IN DP1239998**

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**MORTGAGEE:**

SIGNED SEALED & DELIVERED
on behalf of ING Bank (Australia) Limited
by its attorney under power of attorney
registered Book 4730 No 322
in the presence of

WITNESS

ATTORNEY 1

ATTORNEY 2

Eileen Tjhia
~~77 Castlereagh Street~~
Sydney NSW 2000

FULL NAME

PETER LUKE
FULL NAME

CHRISTOPHER FANNING
FULL NAME

ADDRESS

PARTNER
TITLE

PARTNER
TITLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41369 078 DP

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

(Sheet 1 of ~~8~~ 7 sheets)

**Lengths are in metres:**

**Plan:**

# DP1248278

Plan of Easements over Lots 6 and 7 in DP1239998, ~~Lot 1 in DP730371 and 5/12534~~

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

Nancarrow Property Investments Pty Ltd
ACN 147 891 058
Suite 2, 2-4 Giffnock Avenue
Macquarie Park NSW 2113

**Part 1 (Creation)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s) bodies or Prescribed Authorities |
|---|---|---|---|
| 1 | Easement for Access Variable Width Limited in Stratum (J) | 7/1239998<br>6/1239998 | 1/730371<br>~~5/12534~~ CP/SP20107 |
| 2 | Easement for Garbage Facilities Variable Width Limited in Stratum (K) | 6/1239998 | 1/730371<br>~~5/12534~~ CP/SP20107 |
| 3 | Easement for Access Variable Width (M) | 7/1239998 | 6/1239998 |
| 4 | Easement for Access Variable Width Limited in Stratum (N) | 6/1239998 | 7/1239998 |
| 5 | Easement for Bulky Goods Room Variable Width Limited in Stratum (O) | 6/1239998 | 7/1239998 |
| 6 | Easement for Building Managers Room Variable Width Limited in Stratum (P) | 6/1239998 | 7/1239998<br>1/730371<br>~~5/12534~~ CP/SP20107 |
| 7 | Easement for Access Variable Width (Q) | 6/1239998 | 7/1239998<br>1/730371<br>~~5/12534~~ CP/SP20107 |
| 8 | Easement for Access Variable Width (R) | 7/1239998 | 1/730371<br>~~5/12534~~ CP/SP20107 |

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**Lengths are in metres:**

(Sheet 2 of ~~8~~ 7 sheets)

**Plan:**

# DP1248278

Plan of Easements over Lots 6 and 7 in DP1239998, ~~Lot 1 in DP730371 and 6/12534~~

**Part 2 (Terms)**

1. **Terms of Easement for Access Variable Width Limited in Stratum (J) numbered 1 in the Plan**

   (a) The owner of the lot benefitted and its authorised users have the right to pass and repass over the easement site including taking garbage bins and bulky household items onto the easement site to pass and repass over the easement site.

   (b) When exercising their rights under this easement, the owner of the lot benefitted and its authorised users must:

      (i) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened,

      (ii) cause as little damage as is practicable to the lot burdened and any improvement on it,

      (iii) clean up any spillage of any kind on the easement site caused by the owner of the lot benefitted and its authorised users, and

      (iv) make good any damage on the easement site caused by the owner of the lot benefitted or its authorised users.

2. **Terms of Easement for Garbage Facilities Variable Width Limited in Stratum (K) numbered 2 in the Plan**

   (a) The owner of the lot benefitted and its authorised users has the right to enter onto the easement site to place garbage bins at the location set aside for such storage for the purpose of garbage collection.

   (b) The owner of the lot benefitted and its authorised users must ensure that its garbage bins are only brought onto the easement site no earlier than the day before the garbage collection and the empty garbage bins are collected from the easement site as soon as practicable after the garbage is collected by City of Ryde Council or its authorised contractors.

   (c) In exercising its rights conferred by this easement, the owner of the lot benefitted must:

      (i) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened;

      (ii) cause as little damage as is practicable to the easement site and any improvements on it;

      (iii) promptly clean up any spillage of garbage on the easement site caused by the owner of the lot benefitted or its authorised users; and

      (iv) make good any damage caused to the easement site and any improvements on it arising from the use of the easement site for the purposes of this easement by the owner of the lot benefitted.

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**Lengths are in metres:**

(Sheet 3 of ~~5~~ 7 sheets)

**Plan:**

# DP1248278

Plan of Easements over Lots 6 and 7 in DP1239998, ~~Lot 1 in DP730371 and 5/12534~~.

**3. Terms of Easement for Access Variable Width (M) numbered 3 in the Plan**

(c) The owner of the lot benefitted and its authorised users have the right to pass and repass over the easement site including taking any garbage bins and bulky household items onto the easement site to pass and repass over the easement site.

(d) When exercising their rights under this easement, the owner of the lot benefitted and its authorised users must:

(v) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened,

(vi) cause as little damage as is practicable to the lot burdened and any improvement on it,

(vii) clean up any spillage of any kind on the easement site caused by the owner of the lot benefitted and its authorised users, and

(viii) make good any damage on the easement site caused by the owner of the lot benefitted or its authorised users.

**4. Terms of Easement for Access Variable Width Limited in Stratum (N) numbered 4 in the Plan**

(e) The owner of the lot benefitted and its authorised users have the right to pass and repass over the easement site including taking garbage bins and bulky household items onto the easement site to pass and repass over the easement site.

(f) When exercising their rights under this easement, the owner of the lot benefitted and its authorised users must:

(ix) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened,

(x) cause as little damage as is practicable to the lot burdened and any improvement on it,

(xi) clean up any spillage of any kind on the easement site caused by the owner of the lot benefitted and its authorised users, and

(xii) make good any damage on the easement site caused by the owner of the lot benefitted or its authorised users.

**5. Terms of Easement for Bulky Goods Room Variable Width Limited in Stratum (O) numbered 5 in the Plan**

(d) The owner of the lot benefitted and its authorised users has the right to use the easement site together with the owner of the lot burdened to place bulky household items within the easement site for the purpose of collection by the Council of the City of Ryde or its authorised contractors.

(e) The owner of the lot benefitted and its authorised users must ensure that its household items are only brought onto the easement site as close as practicable to the day of the Council collection.

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**Lengths are in metres:**

(Sheet 4 of ~~5~~ 7 sheets)

**Plan:**

# DP1248278

Plan of Easements over Lots 6 and 7 in DP1239998, ~~Lot 1 in DP730371 and 5/12534~~

(f) In exercising its rights conferred by this easement, the owner of the lot benefitted must:

(v) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened;

(vi) cause as little damage as is practicable to the easement site and any improvements on it; and

(vii) make good any damage caused to the easement site and any improvements on it arising from the use of the easement site for the purposes of this easement by the owner of the lot benefitted.

**6. Terms of Easement for Building Managers Room Variable Width Limited in Stratum (P) numbered 6 in the Plan**

(a) The owner of the lot benefitted has the right to use the easement site together with the owner of the lot burdened as a building manager's room.

(b) In exercising its rights conferred by this easement, the owner of the lot benefitted must:

(i) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened;

(ii) cause as little damage as is practicable to the easement site and any improvements on it;

(iii) make good any damage caused to the easement site and any improvements on it arising from the use of the easement site for the purposes of this easement by the owner of the lot benefitted;

(iv) reimburse the owner of the lot burdened for any utility costs or charges incurred with the use of the easement site if such costs are not metered or paid separately by the owner of the lot benefitted.

**7. Terms of Easement for Access Variable Width (Q) numbered 7 in the Plan**

Right of foot way as set out in Part 2 of Schedule 8 of the Conveyancing Act 1919.

**8. Terms of Easement for Access Variable Width (R) numbered 8 in the Plan**

Right of foot way as set out in Part 2 of Schedule 8 of the Conveyancing Act 1919.

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**Lengths are in metres:**

(Sheet 5 of ~~5~~ 7 sheets)

**Plan:**

# DP1248278

Plan of Easements over Lots 6 and 7 in DP1239998, ~~Lot 1 in DP730371 and 5/42534~~

**EXECUTED** by
NANCARROW PROPERTY INVESTMENTS PTY LTD
ACN 147 891 058 in accordance with Section 127
of the Corporations Act 2001

.....
Signature of Sole Director/Secretary

SARKIS NASSIF
.....
NAME (please print)

**EXECUTED** by
BAYONE PROJECTS PTY LTD
ACN 113 337 518 in accordance with Section 127
of the Corporations Act 2001

.....
Signature of Sole Director/Secretary

SARKIS NASSIF
.....
NAME (please print)

Signed by the Mortgagee

SIGNED SEALED & DELIVERED
on behalf of ING Bank (Australia) Limited
by its attorney under power of attorney
registered Book 4730 No 322
in the presence of

WITNESS

ATTORNEY 1

ATTORNEY 2

Eileen Tjhia
~~Castlereagh~~ Street
Sydney NSW 2000

ADDRESS

PETER LUKE
FULL NAME

PARTNER
TITLE

CHRISTOPHER FANN/ag
FULL NAME

PARTNER
TITLE

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**Lengths are in metres:**

(Sheet 6 of 7 sheets)

**Plan:**

# DP1248278

Plan of Easements over Lots 6 and 7 in DP1239998

## Approved Form 10

## Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

~~*that the initial period has expired.~~

*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.

The seal of The Owners - Strata Plan No 20107 was affixed on 23 November 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: ..... Name: SARKIS NASSIF Authority: Company Nominee of Sole Owner

~~Signature: ..... Name: ..... Authority: .....~~

^ Insert appropriate date
* Strike through if inapplicable.

Common Seal THE OWNERS STRATA PLAN NO. 20107

Document No: 70554_2
Reference No: 41369 073 08-10-2018

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**Lengths are in metres:**

(Sheet 7 of 7 sheets)

**Plan:**

# DP1248278

Plan of Easements over Lots 6 and 7 in DP1239998

**Approved Form 14**

**Certificate of Owners Corporation**

**Creating a benefit or releasing a burden**

The owners corporation certifies that on 23 November 2018 it passed an ordinary resolution, pursuant to section 34(2) Strata Schemes Development Act 2015, accepting the dealing or plan and section 88B instrument with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 Strata Schemes Management Act 2015 authorising the registration of the dealing.

The seal of The Owners - Strata Plan No 20107 was affixed on 23 November 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: ..... Name: SARKIS NASSIF Authority: Company Nominee of Sole Owner

~~Signature: ..... Name: ..... Authority: .....~~

^ Insert appropriate date

Common
THE OWNERS
STRATA PLAN
NO. 20107
Seal

Document No: 70554_2
Reference No: 41369 073 08-10-2018

REGISTERED 31.01.2019

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Form: 13PC
Release: 3·1

# POSITIVE COVENAN

New South Wales
Section 88E(3) Conveyancing Act 19

AP515908V

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

(A) **TORRENS TITLE**

7/1239998

(B) **LODGED BY**

| Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any | CODE |
|---|---|---|
| 1W | Holdmark Property Group<br>Suite 2, 2-4 Giffnock Avenue<br>Macquarie Park NSW 2113 Tel: 9889 5540<br>Reference: Sue Tan | PC |

(C) **REGISTERED PROPRIETOR**

Of the above land
Nancarrow Property Investments Pty Ltd ACN 147 891 058

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

| Nature of Interest | Number of Instrument | Name |
|---|---|---|
| Mortgage | AG305319 | ING Bank (Australia) Limited |

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
Council of the City of Ryde ABN 81 621 292 610

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure B hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

**DATE**

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Name of witness:

Address of witness:

Signature of authorised officer:

Name of authorised officer: For execution see

Position of authorised officer: Annexure A

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: For execution by the registered proprietor see Annexure A
Authority:

Signature of authorised person:

Name of authorised person:
Office held:

Signature of authorised person:

Name of authorised person:
Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AG305319 , agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Name of witness:

Address of witness:

Signature of mortgagee:

* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

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**Annexure A to Public positive covenant imposed by a Prescribed Authority being the Council of the City of Ryde under section 88E(3) of the Conveyancing Act 1919**

**Parties:**

Nancarrow Property Investments Pty Limited ACN 147 891 058
Council of the City of Ryde 81 621 292 610

1. In these terms:

   a. **Area** means the site of the restriction or covenant shown or marked on the plan to which these terms relate, and if no such site is shown or marked, then **Area** means the whole, and every part, of the lot burdened being lot 7 in DP1239998;

   b. **Council** means the Council of the City of Ryde, and includes its servants and authorised agents;

   c. **Owner** means the registered proprietor for the time being of the lot burdened being lot 7 in DP1239998, their successors and assigns and anyone claiming through the registered proprietor;

   d. **System** means the pump-out drainage system and WSUD components within the Area including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water;

   e. Where there is more than one more Owner the terms of this covenant and restriction bind the Owners jointly and severally; and

   f. The singular includes the plural, and vice versa.

2. The Owner will at his own expense well and sufficiently maintain and keep in good and substantial repair and working order the System in accordance with the design, dimensions, specifications and performance standards approved by the Council.

3. Without limiting the obligations in clause 2, the Owner must-

   a. keep the System clean and free from obstructions, rubbish and debris;

   b. maintain and repair the System at the sole expense of the Owner so that it functions in a safe and efficient manner;

   c. without limiting clause 3(b) the maintenance must include-

      i. the checking of the condition of the pumps forming part of the System by pumping water for at least 5 minutes every 6 months and

      ii. maintaining a log book of the periodic checks made.

   d. permit the Council from time to time and upon giving reasonable notice (but in the case of an emergency, at any time and without notice) to enter the Area and inspect the System for compliance with the requirements of this covenant;

   e. comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

4. Without limiting its powers under Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

a. In the event that the Owner fails to comply with any written notice from the Council as set out above the Council may enter the lot burdened with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in clause 3(d) above ("Work").

b. The Council may recover from the Owner in a Court of competent jurisdiction:

i. any expense reasonably incurred by it in exercising its powers under sub-paragraph 4(a). Such expense shall include reasonable wages for the Council's employees engaged in effecting the Work, supervising and administering the Work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the Work.

ii. legal costs on an indemnity basis for the issue of the notices and recovery of the 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.

5. Without limiting any other right of the Council, the Owner indemnifies and agrees to keep indemnified the Council from and against any claim, loss or damage (including legal costs on a full indemnity basis) which the Council may suffer due to, and/or which arises from, the non-compliance with or departure from these terms by the Owner (whether by act or omission).

6. The name of the body empowered to release, vary or modify the restriction or covenant referred to in these terms is:

**Council of the City of Ryde.**

**Execution by the Prescribed Authority**

Signed for and on behalf of Council of the City Of Ryde ABN 81 621 292 610 by its authorised delegate pursuant to section 377 Local Government Act 1993 in the presence of:

Signature of Witness

Signature of Authorised Officer

MYRA MAHFUZ
Name of Witness (block letters)

DANIEL PEARSE
Name of Authorised Officer (block letters)

3 Richardson Place, North Ryde NSW 2113
Address

Senior Coordinator, Development Engineering Services
Position of Authorised Officer

**Execution by the Registered Proprietor**

Signed by **Nancarrow Property Investments Pty Limited** under section 127(1) of the *Corporations Act 2001*

sign

Sole Director/Sole Secretary
office (director)

Sarkis Nassif
full name

~~**Execution by the Mortgagee**~~

Signed for and on behalf of **ING Bank (Australia) Limited** ABN 24 000 893 292 by

its duly constituted Attorney under Power of Attorney Registered
Book No
in the presence of:

Signature of Witness

Signature of Attorney

Name of Witness (block letters)

Name of Attorney (block letters)

Address

Position of Attorney

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大成DENTONS

**This is Annexure A to Positive Covenant dated _____ between Nancarrow Property Investments Pty Ltd ACN 147 891 058 as Registered Proprietor and Council of the City of Ryde ABN 81 621 292 610 as Prescribed Authority (Positive Covenant)**

| | |
|---|---|
| **Reason for production** | **Registration of Positive Covenant** |
| **Mortgagee** | **ING Bank (Australia) Limited ACN 000 893 292** |
| **Mortgagor** | **Nancarrow Property Investments Pty Ltd ACN 147 891 058** |
| **Property** | **53 Nancarrow Ave, Ryde NSW 2112** |
| **Certificate of title** | **Part 7/1239998** |

**DATED** 3 September 2019

The Mortgagee hereby consents to this Positive Covenant

I have no notice of the revocation of the power of attorney under which I sign this document.

**SIGNED SEALED AND DELIVERED** on behalf of **ING Bank (Australia) Limited** under power of attorney Book 4730 No 322 in the presence of:

Witness

Eileen Tjhia
Print name

77 Castlereagh Street
Sydney NSW 2000
Print address

Attorney

Christopher Gordon Fanning
Print name

Attorney

Peter David Luke
Print name

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PLAN FORM 2 (A2) DP1257038 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 4 sheet(s)

(S) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH
(T) EASEMENT TO DRAIN WATER 1.5 WIDE LIMITED IN STRATUM
(U) EASEMENT FOR ACCESS VARIABLE WIDTH
(V) EASEMENT FOR LOADING BAY VARIABLE WIDTH
(W) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM
(Y) EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH

HEIGHT DIFFERENCE SCHEDULE

| FROM | TO | HEIGHT DIFFERENCE | METHOD |
|---|---|---|---|
| SSM 1044 | SSM 91563 | 10.178 | TRIG. HEIGHTING |
| SSM 91563 | BM 1 | -6.523 | TRIG. HEIGHTING |
| BM 1 | SSM 1044 | -3.655 | TRIG. HEIGHTING |

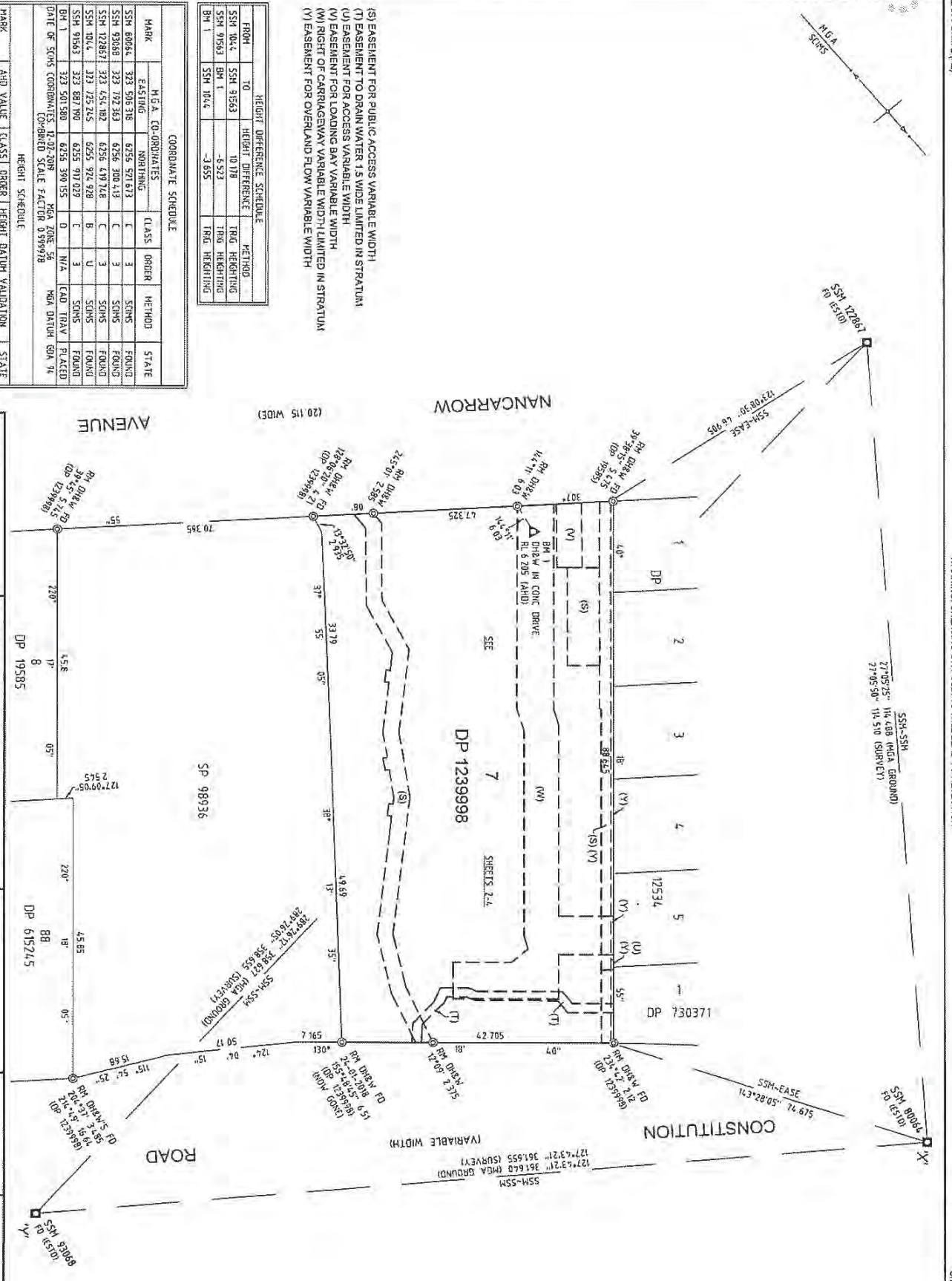
COORDINATE SCHEDULE

| MARK | M.G.A. CO-ORDINATES EASTING | M.G.A. CO-ORDINATES NORTHING | CLASS | ORDER | METHOD | STATE |
|---|---|---|---|---|---|---|
| SSM 60664 | 323 506.316 | 6255 521.673 | C | 3 | SCIMS | FOUND |
| SSM 93068 | 323 792.363 | 6256 300.413 | C | 3 | SCIMS | FOUND |
| SSM 122867 | 323 454.182 | 6256 419.768 | C | 3 | SCIMS | FOUND |
| SSM 1044 | 323 725.245 | 6255 924.928 | B | U | SCIMS | FOUND |
| SSM 91563 | 323 687.190 | 6255 917.029 | C | 3 | SCIMS | FOUND |
| BM 1 | 323 501.580 | 6255 399.155 | D | N/A | CAD TRAV | PLACED |

DATE OF SCIMS COORDINATES: 12-02-2019 — MGA ZONE 56 — MGA DATUM GDA 94
DATE OF SCIMS AHD VALUES: 12-02-2019 — HEIGHT DATUM AHD71 — COMBINED SCALE FACTOR 0.999978

HEIGHT SCHEDULE

| MARK | AHD VALUE | CLASS | ORDER | HEIGHT DATUM VALIDATION | STATE |
|---|---|---|---|---|---|
| SSM 1044 | 2.550 | LC | L3 | SCIMS ADOPTED | FOUND |
| SSM 91563 | 12.728 | B | 2 | SCIMS-DATUM VALIDATION | FOUND |
| BM 1 | 6.205 | LD | N/A | HEIGHT DATUM AHD71 | PLACED |




SURVEYOR
Name JASON RAIC
Date of Survey 11-02-2018
Surveyor's Reference 41369 DEDP

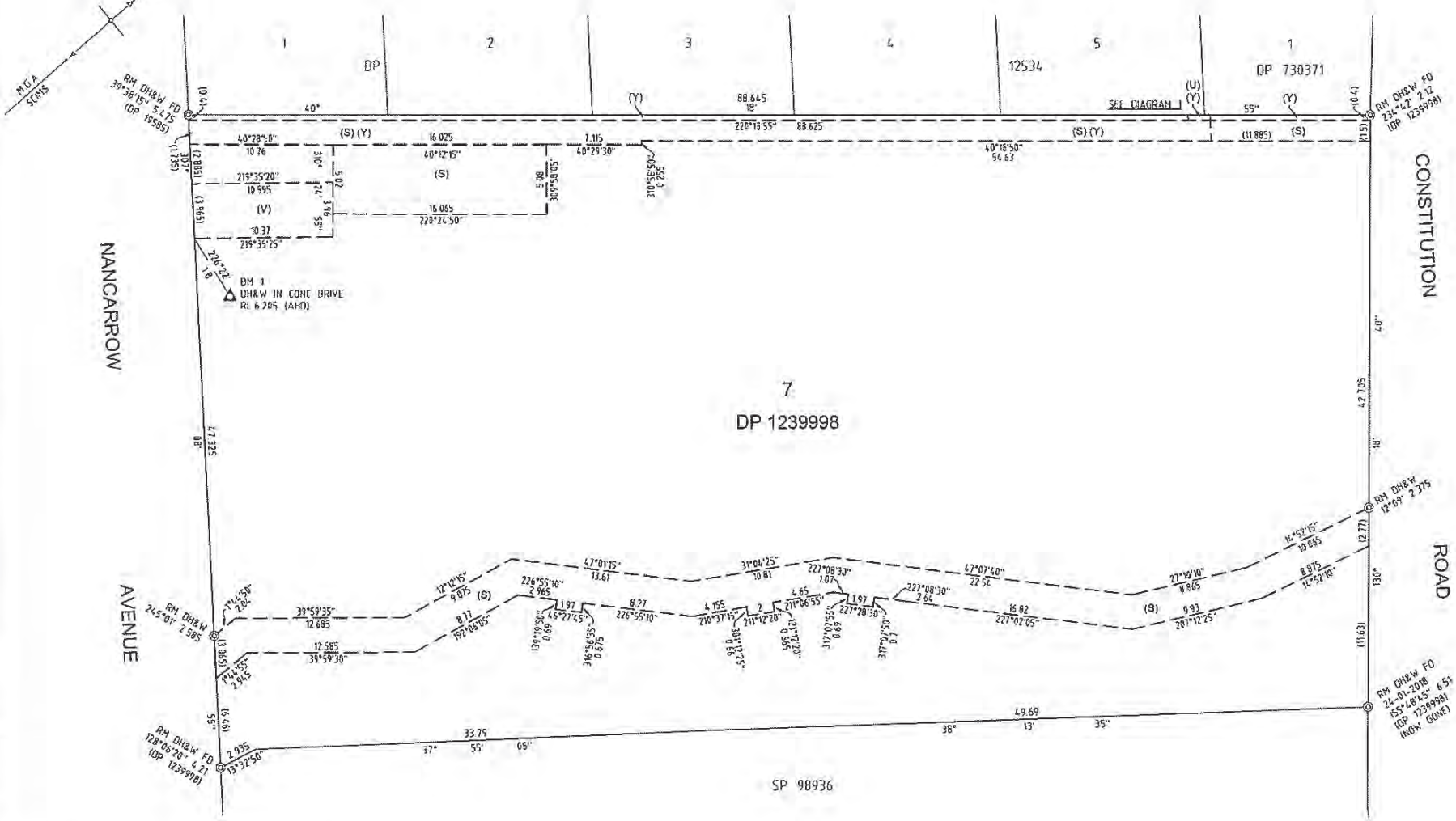
PLAN OF EASEMENTS OVER LOT 7 IN DP 1239998

LGA RYDE
Locality RYDE
Reduction Ratio 1 400
Lengths are in metres

Registered 11.10.2019

DP1257038

# EASEMENTS (S), (U) & (V)



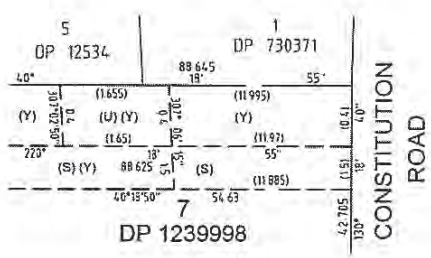




DIAGRAM 1
(N T S)

(S) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH
(U) EASEMENT FOR ACCESS VARIABLE WIDTH
(V) EASEMENT FOR LOADING BAY VARIABLE WIDTH
(Y) EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH

| SURVEYOR | PLAN OF EASEMENTS OVER LOT 7 IN DP 1239998 | LGA RYDE | Registered | |
|---|---|---|---|---|
| Name JASON RAIC | | Locality RYDE | 11.10.2019 | DP1257038 |
| Date of Survey 11-02-2019 | | Reduction Ratio 1 200 | | |
| Surveyor's Reference 41369 084DP | | Lengths are in metres | | |

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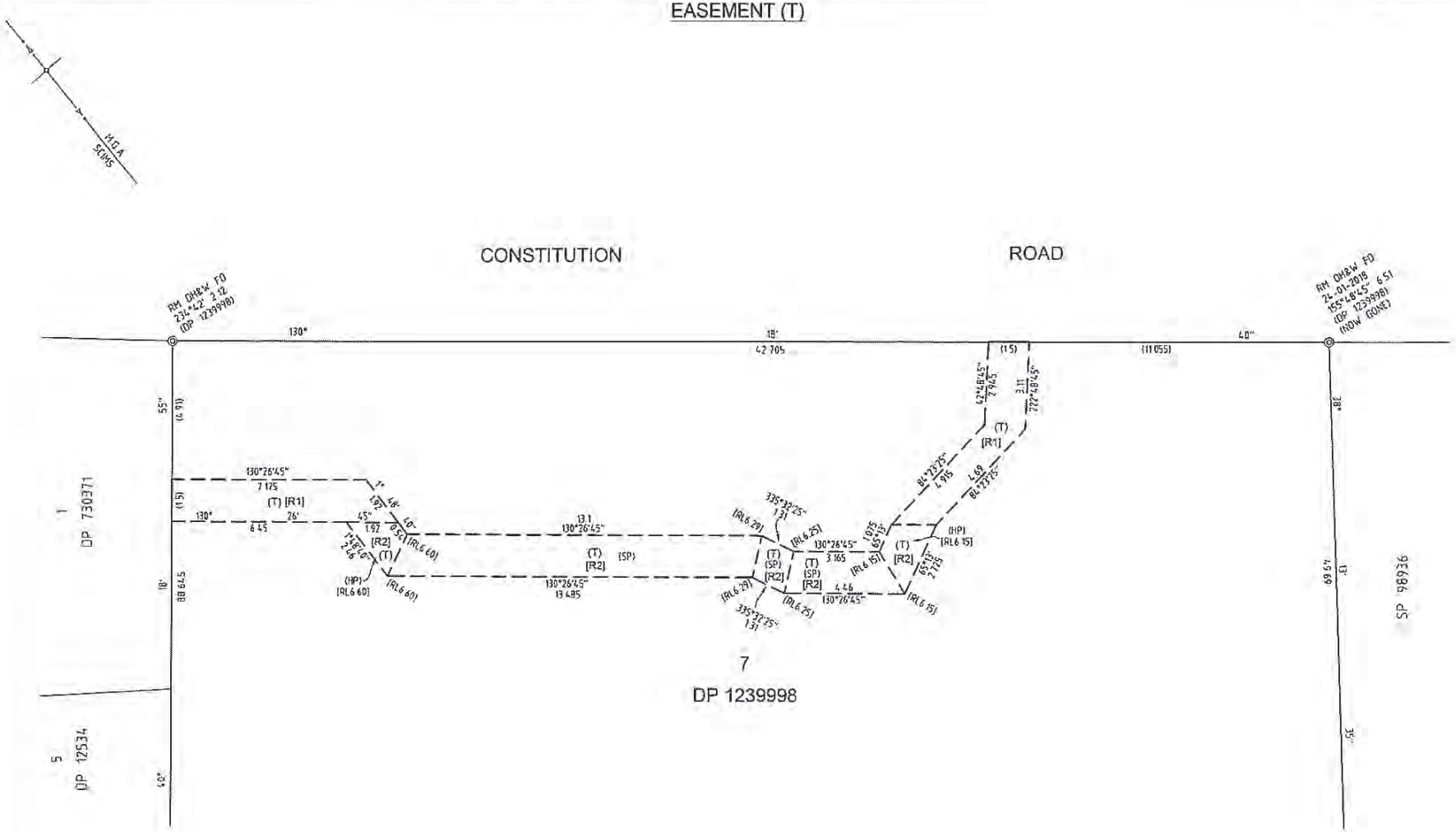
# EASEMENT (T)




(T) EASEMENT TO DRAIN WATER 1.5 WIDE LIMITED IN STRATUM
[R1] UNLIMITED IN HEIGHT AND DEPTH
[R2] LIMITED IN DEPTH TO RL'S SHOWN THUS [RL ]
AND LIMITED IN HEIGHT TO 1.5 ABOVE THESE RL'S

(HP) ~ DENOTES HORIZONTAL PLANE
(SP) ~ DENOTES SLOPING PLANE

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name JASON RAIC<br>Date of Survey 11-02-2019<br>Surveyor's Reference 41369 084DP | PLAN OF EASEMENTS OVER LOT 7 IN DP 1239998 | LGA RYDE<br>Locality RYDE<br>Reduction Ratio 1 100<br>Lengths are in metres | Registered<br>11.10.2019 | DP1257038 |

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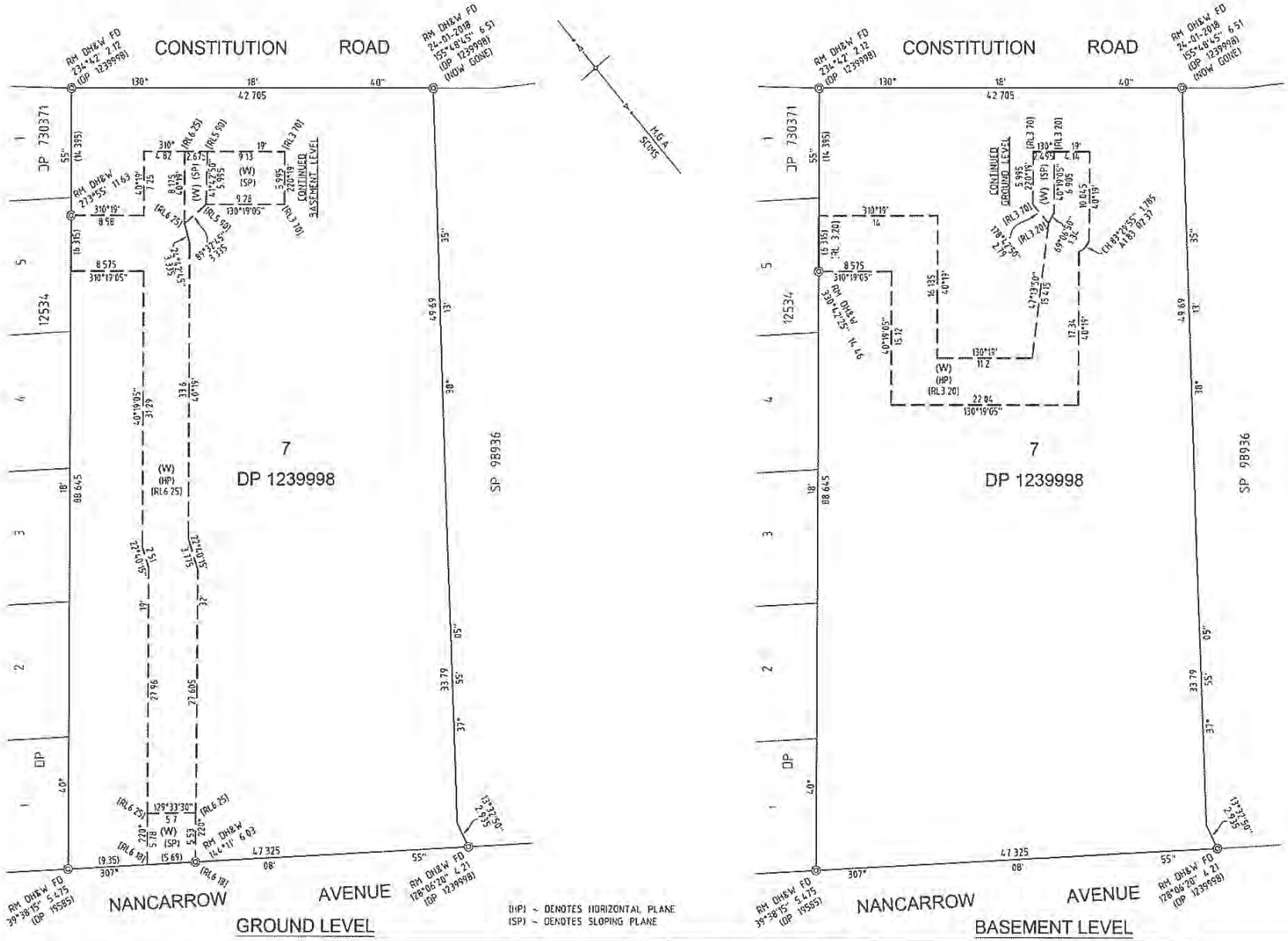
## EASEMENT (W)




GROUND LEVEL

BASEMENT LEVEL

(W) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM
LIMITED IN DEPTH TO RL'S SHOWN THUS [RL ]
AND LIMITED IN HEIGHT TO 2.2 ABOVE THESE RL'S

| SURVEYOR | PLAN OF EASEMENTS OVER LOT 7 IN DP 1239998 | LGA RYDE | Registered | DP1257038 |
|---|---|---|---|---|
| Name JASON RAIC | | Locality RYDE | 11.10.2019 | |
| Date of Survey 11-02-2019 | | Reduction Ratio 1 300 | | |
| Surveyor's Reference 41369 084DP | | Lengths are in metres | | |

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| PLAN FORM 6 (2018) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 4 sheet(s) |
|---|---|---|

Office Use Only

Registered: 11.10.2019

Title System: TORRENS

Office Use Only

# DP1257038

**PLAN OF EASEMENTS OVER LOT 7 IN DP1239998**

LGA: RYDE

Locality: RYDE

Parish: HUNTERS HILL

County: CUMBERLAND

## Survey Certificate

I, JASON RAIC,

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 11 February 2019, or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....~~
~~.....)~~
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X'-'Y'

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous.~~

Signature: ..... Dated: 4/9/19

Surveyor Identification No: 8255
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

## Crown Lands NSW/Western Lands Office Approval

I, ..... (Authorised Officer) in approving this plan certify 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, .....

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation.~~

DP1239998

DP19585

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 41369 084DP

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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Req:R583220 /Doc:DP 1257038 P /Rev:11-Oct-2019 /NSW LRS /Pgs:ALL /Prt:18-May-2023 10:43 /Seq:6 of 8
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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Office Use Only

Registered: 11.10.2019

Office Use Only

# DP1257038

**PLAN OF EASEMENTS OVER LOT 7 IN DP1239998**

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (S)
2. EASEMENT TO DRAIN WATER 1.5 WIDE LIMITED IN STRATUM (T)
3. EASEMENT FOR ACCESS VARIABLE WIDTH (U)
4. EASEMENT FOR LOADING BAY VARIABLE WIDTH (V)
5. RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (W)
6. EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH (Y)

SIGNED SEALED & DELIVERED
on behalf of ING Bank (Australia) Limited
by its attorney under power of attorney
registered Book 4730 No 322
in the presence of

| WITNESS | ATTORNEY 1 | ATTORNEY 2 |
|---|---|---|
| Eileen Tjhia | Christopher Gordon Fanning | Peter David Luke |
| 77 Castlereagh Street Sydney NSW 2000 | FULL NAME | FULL NAME |
| ADDRESS | PARTNER | PARTNER |
| | TITLE | TITLE |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41369 084DP

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only

**Registered:** 11.10.2019

Office Use Only

# DP1257038

**PLAN OF EASEMENTS OVER LOT 7 IN DP1239998**

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**EXECUTED** by )
NANCARROW PROPERTY )
INVESTEMENTS PTY LTD )
ACN 147 891 058 )
in accordance with Section 127 )
of the Corporations Act )

.....
Signature of Sole Director/secretary

SARKIS NASSIF
.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41369 084DP

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**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

Registered: 11.10.2019 Office Use Only

Office Use Only

# DP1257038

**PLAN OF EASEMENTS OVER LOT 7 IN DP 1239998**

This sheet is for the provision of the following information as required:
- A schedule of lots and addresses -See 60(c) *SS/ Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals -See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: ——

Date of Endorsement: ——

City of Ryde Council by its authorised delegate pursuant to section 378 and/or section 379 of the Local Government Act 1993

sign (authorised delegate)

I certify that I am an eligible witness and that the delegate signed this document in my presence

sign (witness)

SUJITH KAVALI

full name (witness)

52, 2-4 GHANGE AVE, MACQUARIE PARK

address (witness)

If space is insufficient use additional annexure sheet

*SURVEYOR'S REFERENCE:* 41369 084DP

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

(Sheet 1 of ~~6~~ 6 sheets)

**Lengths are in metres:**

**Plan:** DP1257038

Plan of Easements over Lot 7 in DP1239998

~~Covered By~~.....

~~Dated~~.....

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

Nancarrow Property Investments Pty Ltd
ACN 147 891 058
Suite 2, 2-4 Giffnock Avenue
Macquarie Park NSW 2113

**Part 1 (Creation)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s) bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement for Public Access Variable Width (S) | 7/1239998 | 1/730371<br>5/12534<br>Council of the City of Ryde |
| 2 | Easement to Drain Water 1.5 Wide Limited in Stratum (T) | 7/1239998 | 1/730371<br>5/12534 |
| 3 | Easement for Access Variable Width (U) | 7/1239998 | 1/730371<br>5/12534 |
| 4 | Easement for Loading Bay Variable Width (V) | 7/1239998 | 1/730371<br>5/12534l |
| 5 | Right of Carriageway Variable Width Limited in Stratum (W) | 7/1239998 | 1/730371<br>5/12534 |
| 6 | Easement for Overland Flow Variable Width (Y) | 7/1239998 | 1/730371<br>5/12534 |

.....
Authorised Delegate
Council of the City of Ryde

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Lengths are in metres: (Sheet 2 of 6 sheets)

Plan: DP1257038 Plan of Easements over Lot 7 in DP1239998

## Part 2 (Terms)

1. **Terms of Easement for Public Access Variable Width (S) numbered 1 in the Plan**

(a) The Council and its authorised users have the right to pass and repass over the easement site.

(b) When exercising their rights under this easement, the Council and its authorised users must:

(i) exercise their respective rights consistently with the rights of all other users who have the same of similar rights,

(ii) only use the easement site to pass and repass,

(iii) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened,

(iv) cause as little damage as is practicable to the lot burdened and any improvement on it.

(c) The owner of the lot burdened may make rules and/or prohibit the use of scooters, skateboards or roller skates over the easement site to protect the safety of other users and/or occupiers of the lot burdened.

(d) The owner of lot burdened must keep the easement site in a clean condition to Council's satisfaction, acting reasonably.

(e) If requested by Council (acting reasonably), the owner of the lot burdened must carry out any maintenance or repair work to the easement site, including all structures, lighting and landscaping within the easement site.

(f) The owner of the lot burdened must maintain and pay for the electricity supply to all lighting on the easement site and must ensure that such lighting is in good working order and operating in non-daylight hours.

(g) If the owner of the lot burdened does not comply with paragraphs (d), (e) or (f), the owner of the lot burdened must:

(i) allow Council to enter the lot burdened and to remain for any reasonable time for the purposes of carrying out any necessary work on the easement site to ensure that the easement site is suitable for public access including cleaning, constructing, placing, repairing or maintaining trafficable surfaces, structures, lighting and landscaping within the easement site, and

(ii) reimburse Council for the cost of that work, upon receipt of a request for payment from Council.

(h) In exercising its powers under paragraph (g) the Council must:

(i) ensure that all work is done properly,

.....
Authorised Delegate
Council of the City of Ryde

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(ii) cause as little inconvenience as is practicable to the owner of the lot burdened and owners and occupiers of the strata scheme,

(iii) cause as little damage as is practicable to the lot burdened and any improvements on it,

(iv) restore any damage caused by Council (or its employees, contractors or agents) to the lot burdened so that the lot burdened is restored as nearly as is practicable to its former condition,

(v) make good any collateral damage and

(vi) ensure that Council does not permit or do anything which may result in the owner of the lot burdened to be in breach of any maintenance agreement with any third parties or any other agreements with any third parties including tenants in the strata scheme.

(i) The owner of the lot burdened must insure in any occurrence based policy against public liability covering the public use of the easement site for a sum determined by the owner of the lot burdened, which must not be less than $20 million, and must provide evidence of insurances to Council as soon as practicable after receiving a written request to do so.

(j) Subject to paragraph (c), the owner of the lot burdened may not create any rules or regulations relating to rights granted to Council under this easement or which are inconsistent with the obligations of the owner of the lot burdened in relation to the easement site.

(k) This easement will take affect from the date of registration of the strata plan of subdivision of Lot 7.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.

2. **Terms of Easement to Drain Water 1.5 Wide Limited in Stratum (T) numbered 2 in the Plan**

Easement to drain water as defined in Part 3 of Schedule 8, Conveyancing Act 1919.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.

3. **Terms of Easement for Access Variable Width (U) numbered 3 in the Plan**

Right of Access as defined in Part 14 of Schedule 8, Conveyancing Act 1919.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.

.....
Authorised Delegate
Council of the City of Ryde

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Lengths are in metres:

Plan: DP1257038

(Sheet 4 of 6 sheets)

Plan of Easements over Lot 7 in DP1239998

**4. Terms of Easement for Loading Bay Variable Width (V) numbered 4 in the Plan**

(a) The owner of the lot benefitted and its authorised users has the right to use the easement site as a loading bay.

(b) In exercising its rights conferred by this easement, the owner of the lot benefitted must:

(i) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened;

(ii) cause as little damage as is practicable to the easement site and any improvements on it; and

(iii) make good any damage caused to the easement site and any improvements on it arising from the use of the easement site for the purposes of this easement by the owner of the lot benefitted.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.

**5. Terms of Right of Carriageway Variable Width Limited in Stratum (W) numbered 5 in the Plan**

Right of carriageway as defined in Part 1 of Schedule 8, Conveyancing Act 1919.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.

**6. Terms of Easement for Overland Flow Variable Width (Y) numbered 6 in the Plan**

(a) The owner of the lot benefitted has the right to convey stormwater runoff across the easement site.

(b) The owner of the lot burdened must not do or permit or suffer to be done anything which would obstruct or impede the free flow of water from the lot benefitted.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.

.....
Authorised Delegate
Council of the City of Ryde

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Lengths are in metres:

(Sheet 5 of 6 sheets)

Plan: DP1257038

Plan of Easements over Lot 7 in DP1239998

**EXECUTED** by
NANCARROW PROPERTY INVESTMENTS PTY LTD
ACN 147 891 058 In accordance with Section 127
of the Corporations Act 2001

.....
Signature of Sole Director/Secretary

SARKIS NASSIF
.....
NAME (please print)

Mortgagee:

SIGNED SEALED & DELIVERED
on behalf of ING Bank (Australia) Limited
by its attorney under power of attorney
registered Book 4730 No 322
in the presence of

WITNESS

Eileen Tjhia
77 Castlereagh Street
Sydney NSW 2000
FULL NAME

ADDRESS

Partner
TITLE

ATTORNEY 1

Lesley Bates
FULL NAME

PARTNER
TITLE

ATTORNEY 2

Peter David Luke
FULL NAME

.....
Authorised Delegate
Council of the City of Ryde

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Lengths are in metres:

(Sheet 6 of 6 sheets)

# DP1257038

Plan of Easements over Lot 7 in DP1239998

City of Ryde Council its authorised delegate pursuant to s.378 Local Government Act 1993

.....
Signature of delegate

DANIEL PEARSE
Name

SENIOR COORDINATOR - DEVELOPMENT ENGINEERING SERVICES
Position:

I certify that I am an eligible witness and that the delegate signed in my presence

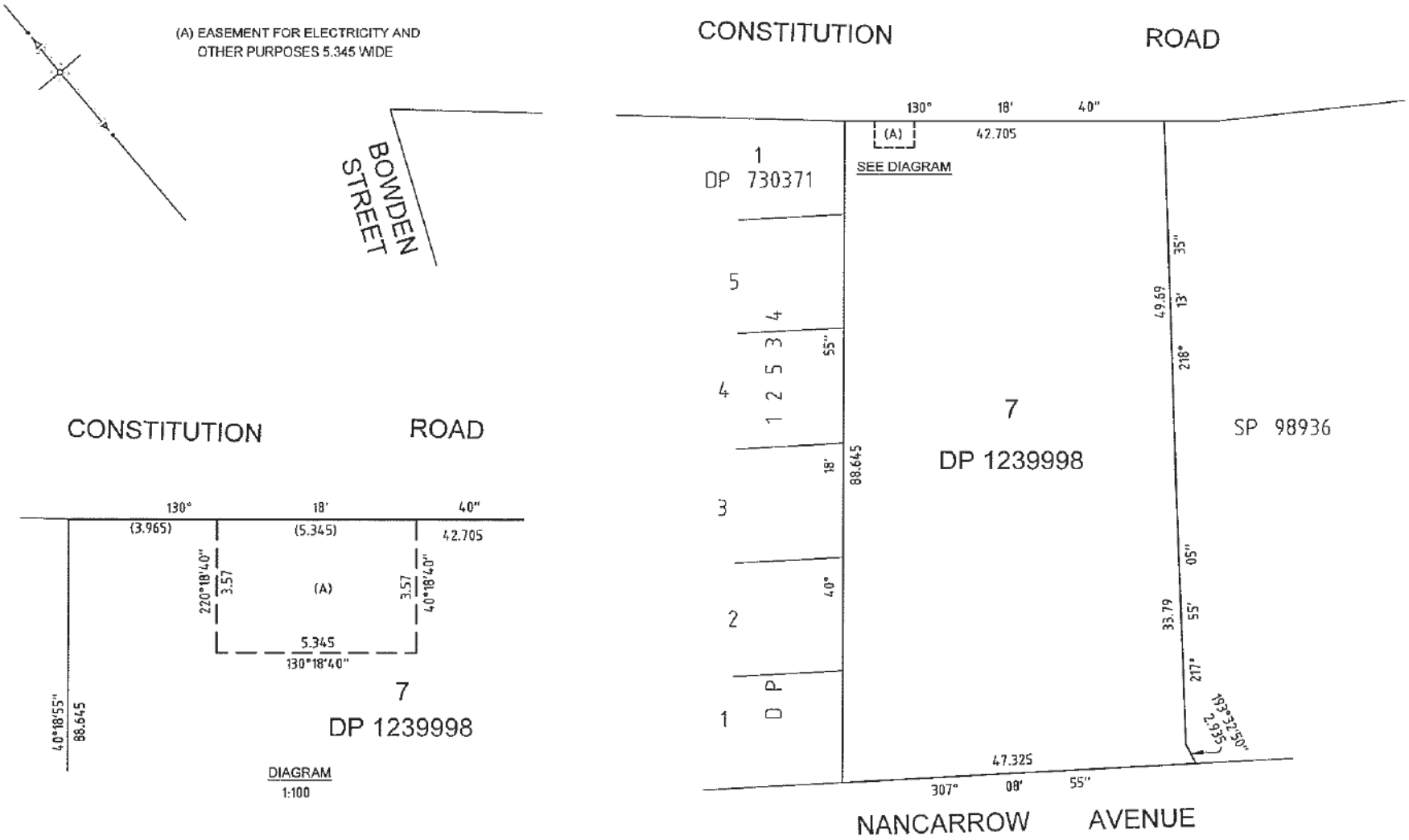
(Signature of Witness) .....

(Name of Witness) SANDRA McCARRY

(Address of Witness) 3 RICHARDSON PL, NORTH RYDE 2113

REGISTERED 11.10.2019

PLAN FORM 1 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 1 of 1 sheet(s)




| SURVEYOR | PLAN OF EASEMENT AFFECTING LOT 7 DP 1239998 | LGA: RYDE | Registered | DP1298780 |
|---|---|---|---|---|
| Name: JASON RAIC | | Locality : RYDE | 18/10/2023 | |
| Date: 18/06/2019 | | Reduction Ratio 1: 500 | | |
| Surveyor's Reference: 41369 088DP | | Lengths are in metres. | | |

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| PLAN FORM 6 (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 4 sheet(s) |
|---|---|---|

Office Use Only

Registered: 18/10/2023

Title System: TORRENS

Office Use Only

# DP1298780

**PLAN OF EASEMENT AFFECTING LOT 7 IN DP1239998**

LGA: RYDE

Locality: RYDE

Parish: HUNTERS HILL

County: CUMBERLAND

## Survey Certificate

I, JASON RAIC

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on ....., or~~

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or~~

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.

Datum Line:

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous~~.

Signature: ..... Dated: 19/09/2023

Surveyor Identification No: 8255
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

## Crown Lands NSW/Western Lands Office Approval

I, ..... (Authorised Officer) in approving this plan certify 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, .....

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP1239998

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 41369 088DP

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Office Use Only

**Registered:** 18/10/2023

Office Use Only

# DP1298780

**PLAN OF EASEMENT AFFECTING LOT 7 IN DP1239998**

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.345 WIDE (A)

**EXECUTED** by )
NANCARROW PROPERTY )
INVESTMENTS PTY LTD )
ACN 147 891 058 )
in accordance with Section 127 )
of the Corporations Act )

.....
Signature of sole Director/secretary

SARKIS NASSIF
.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41369 088DP

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 18/10/2023

Office Use Only

# DP1298780

**PLAN OF EASEMENT AFFECTING LOT 7 IN DP1239998**

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**MORTGAGEE:**

**Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee**

**SIGNED by** PHIL KRIMMER .....**as attorney for Westpac Banking Corporation under Power of attorney Book 4299 No. 332**

.....
**(Signature)** **Tier Three Attorney**

**By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.**

**I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.**

**Signature of witness:** JMatkovich
Electronic signature of me Joanna Matkovich affixed by me on 12/9/2023
**Name of witness:** JOANNA MATKOVICH

**Address of witness:** Level 3, 275 Kent St
Sydney NSW 2000

**S117RP Act requires that you must have known the signatory for more than 12 months or have sighted indentifying documentation.**

Electronic signature affixed by me, Phil Krimmer on 12/09/2023

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41369 088DP

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

Office Use Only

**Registered:** 18/10/2023

Office Use Only

# DP1298780

**PLAN OF EASEMENT AFFECTING LOT 7 IN DP123998**

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**Deed**

**Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.**

Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493
***on behalf of Alpha Distribution Ministerial Holding Corporation*** ABN 67 505 337 385
***pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015***
by its attorneys under power of attorney registered book 4734 no. 366

at

| | | | |
|---|---|---|---|
| *sign here* ▸ | Attorney | *sign here* ▸ | Attorney |
| *print name* | NIGEL PETER JOHN LOWRY | *print name* | TREVOR MARK ARMSTRONG |
| | I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below] | | I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below] |
| *sign here* ▸ | Witness | *sign here* ▸ | Witness |
| *print name* | Alesa Matis | *print name* | Effie Dimitriou |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41892 008DP

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

**Lengths are in metres:**

(Sheet 1 of 5 sheets)

**Plan:** DP1298780

Plan of Easement Affecting
Lot 7 in DP1239998

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

Nancarrow Property
Investments Pty Ltd
ACN 147 891 058
Suite 2, 2-4 Giffnock Avenue
Macquarie Park NSW 2113

**Part 1 (Creation)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s) bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement for Electricity and Other Purposes 5.345 Wide (A) | 7/1239998 | Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 |

,608/325Ã-5914671Ã.,*Ã! '-)# Ä! )(Ä$"+!Ä(,((Ä$&(&,%% -+ ! SW LRS /Prt:06-Dec-2023 09:46 /Seq:2 of 5
- Office of the Registrar-General /Src:InfoTrack /Ref:holdmark

Lengths are in metres:

(Sheet 2 of 5 sheets)

Plan: DP1298780

Plan of Easement Affecting
Lot 7 in DP1239998

**Part 2 (Terms)**

**1. Terms of the Easement for Electricity and Other Purposes Numbered 1 in the Plan**

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

**Name of authority empowered to release, vary or modify the easement numbered 1 in the plan.**

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

**Lengths are in metres:**

(Sheet 3 of 5 sheets)

**Plan:** DP1298780

Plan of Easement Affecting
Lot 7 in DP1239998

**EXECUTED** by )
NANCARROW PROPERTY INVESTMENTS PTY LTD )
ACN 147 891 058 )
in accordance with Section 127 )
of the Corporations Act )

.....
Signature of sole Director/secretary

SARKIS NASSIF
NAME (please print)

,608/325Ã-5914671Ã.,*Ã! '-)# Ã! )(Ã$"+!Ã(,((Ã$&(&,%% -+ ! :W LRS /Prt:06-Dec-2023 09:46 /Seq:4 of 5
™ Office of the Registrar-General /Src:InfoTrack /Ref:holdmark

Lengths are in metres:

(Sheet 4 of 5 sheets)

Plan: DP1298780

Plan of Easement Affecting
Lot 7 in DP1239998

Mortgagee:

**Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee**

**SIGNED by** PHIL KRIMMER **as attorney for Westpac Banking Corporation under Power of attorney Book 4299 No. 332**

.....

**(Signature)** **Tier Three Attorney**

**By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.**

**I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.**

**Signature of witness:** JMatkovich
Electronic signature of me Joanna Matkovich affixed by me on 12/9/2023

**Name of witness:** JOANNA MATKOVICH

**Address of witness:** Level 3, 275 Kent St
Sydney NSW 2000

**S117RP Act requires that you must have known the signatory for more than 12 months or have sighted indentifying documentation.**

Electronic signature affixed by me, Phil Krimmer on 12/09/2023

Document No: 106914_1
Reference No: 41369/088 88B 2Jul19

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Office of the Registrar-General /Src:InfoTrack /Ref:holdmark

Lengths are in metres:

(Sheet 5 of 5 sheets)

# Plan: DP1298780

Plan of Easement Affecting
Lot 7 in DP1239998

**Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.**

Signed, sealed and delivered for

ERIC Alpha Asset Corporation 1 Pty Ltd
ACN 612 974 044

ERIC Alpha Asset Corporation 2 Pty Ltd
ACN 612 975 023

ERIC Alpha Asset Corporation 3 Pty Ltd
ACN 612 975 032

ERIC Alpha Asset Corporation 4 Pty Ltd
ACN 612 975 078

Blue Asset Partner Pty Ltd ACN 615 217 493

***on behalf of Alpha Distribution Ministerial Holding Corporation*** ABN 67 505 337 385 ***pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015***

by its attorneys under power of attorney registered book 4734 no. 366 at

*sign here* ▶ _____ Attorney

*print name* NIGEL PETER JOHN LOWRY

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note* below]

_____ Signature of Witness

*print name* Alesa Matis

*print address* 24 Campbell Street, Sydney

*sign here* ▶ _____ Attorney

*print name* TREVOR MARK ARMSTRONG

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note* below]

_____ Signature of Witness

*print name* Effie Dimitriou

*print address* 24 Campbell Street, Sydney

**s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documents.*

Document No: 106914_1
Reference No: 41369/088 88B 2Jul19

REGISTERED: 18/10/2023

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**Lodger Details**

| | |
|---|---|
| Lodger Code | 508387N |
| Name | MOIRS LAW |
| Address | 280 RAILWAY PDE<br>CARLTON 2218 |
| Lodger Box | 1W |
| Email | CONSOLIDATIONS@MOIRSLAW.COM.AU |
| Reference | 230011 |

Land Registry Document Identification

AU322673

**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/SP107243 | N | |

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP107243

Other legal entity

**Meeting Date**

15/05/2024

| | |
|---|---|
| **Repealed by-law No.** | |
| **Details** | N/A |
| **Added by-law No.** | |
| **Details** | Special By-Laws 1, 2 |
| **Amended by-law No.** | |
| **Details** | N/A |

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. SP107243 |
| **Signer Name** | JAMES WILLIAM MOIR |
| **Signer Organisation** | MOIRS LAW PTY LTD |
| **Signer Role** | PRACTITIONER CERTIFIER |
| **Execution Date** | 12/08/2024 |

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NETSTRATA

# By-Laws

**Electronic signature of me, Andrew Tunks, affixed by me, on 28/06/24 at 9:30 AM Property & Stock Agent Act 2002 Licence No 1361054**

## Strata Plan 107243
## 53 NANCARROW AVENUE RYDE

"Annexure A"

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 01/12/2023**

### 1 Definitions

1.1 In these by-laws, these terms (in any form) mean:

Air Conditioning System includes air conditioning plant and equipment and air handling units and includes the Cables associated with the Air Conditioning System.

Approved Building Works means works to a Lot or Common Property which have been approved by the Owners Corporation.

Authority means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

Building means the building or buildings constructed within the Parcel.

Building Manager means the person appointed by the Owners Corporation to enter into a Building Management Statement.

Building Management Statement means the agreement between the Owners Corporation and the Building Manager comtemplated by by-law 19.

By-laws means the by-laws in place from time to time for the Strata Scheme.

Cables mean cables, conduits, pipes, wires and ducts.

Code means a code made by the Owners Corporation in accordance with by-law 12.1 (as it may be amended or changed).

Common Property means so much of the Parcel as from time to time is not comprised in any Lot.

Development Act means the Strata Schemes Development Act 2015.

Development Consent means a consent issued under the Environmental Planning and Assessment Act 1979 and includes all amendments and variations to that consent.

Equipment includes plant, machinery, equipment and security devices.

Garbage means any refuse, recyclable material or waste.

Garbage Room means that part of the area in the Building designated for the storing of Garbage.

Governmental Agency means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Strata Plan ...107243.... Common Seal

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

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

Occupier means the occupier, lessee or licensee of a Lot.

Original Owner means the registered proprietor of the Lots at the time of registration of the Strata Plan.

Owner means the registered proprietor of a Lot or the mortgagee in possession of a Lot.

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

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Restricted Matter means a matter or class of matter determined by the Owners Corporation by way of an ordinary resolution to be a matter or class of matter to be determined by the Owners Corporation in general meeting.

Rules means the rules made by the Owners Corporation in accordance with by-law 12.1 (as they may be amended or changed).

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Services means the services provided by the Building Manager to the Owners Corporation under the Building Management Agreement including without limitation, building services, building maintenance services, cleaning services, garbage removal and waste services and landscaping services.

Sign includes any sign, light, advertisement, name, notice, placard and any other similar item, and includes any Sign advertising a Lot for sale or to let.

Strata Committee means the strata committee appointed by the Owners Corporation.

Strata Plan means strata plan comprising the residential apartments known as Lancaster Apartments, "Shepherds Bay", 53 Nancarrow Avenue, Meadowbank, New South Wales.

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

1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.

1.3 Any reference to:
(a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation
(b) a thing includes the whole or each part of it, and
(c) the singular includes the plural and vice versa.

1.4 Headings do not affect the interpretation of the by-laws.

**2 Consent of Owners Corporation**

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2.1 Where a by-law requires the consent of the Owners Corporation, unless stated otherwise in that by-law, the consent may be given by either:
(a) the Owners Corporation in general meeting, or
(b) the Strata Committee at a duly convened meeting of the Strata Committee unless it is a Restricted Matter.

2.2 Consent given by the Owners Corporation under a by-law:
(a) if practicable, may be revoked by the Owners Corporation in general meeting; and
(b) may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

2.3 Notwithstanding the provisions of by-law 2.2, where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule or Code relating to that activity or class of activity, if the activity for which the Owner or Occupier seeks consent is one which is approved by the relevant Rule or Code, the Owners Corporation must not withhold its consent to the application by that Owner or Occupier to the carrying out of that activity.

2.4 Consent given by the Strata Committee under a by-law:
(a) if practicable, may be revoked by the Owners Corporation in general meeting; and
(b) may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

2.5 Owners and Occupiers must comply with any condition in a consent.

2.6 Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:
(a) if the Owners Corporation has appointed a Building Manager, that act or activity must be reported to the Building Manager, and
(b) if the Owners Corporation has not appointed a Building Manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Strata Committee.

**3 Behaviour and responsibility on Common Property**

3.1 Owners and Occupiers must be adequately clothed when on Common Property.

3.2 Owners and Occupiers must do all that is necessary not to break any Law when on Common Property.

3.3 Owners and Occupiers must not:
(a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
(b) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property;
(c) obstruct the lawful use of Common Property by any person;
(d) smoke while on Common Property or allow smoke to emit from their Lot;
(e) do anything which is illegal while on Common Property; or
(f) bring or permit to enter, any heavy article which might cause structural damage to the Building.

3.4 Owners and Occupiers must ensure their children and the children of their visitors:
(a) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and
(b) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.

3.5 Owners and Occupiers must ensure their invitees:
(a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for

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their arrival and departure;
(b) do not do anything that they cannot do under the by-laws; and
(c) are removed from the Building upon refusing to comply with the by-laws.

**4 Common Property**

4.1 Owners and Occupiers must:
(a) inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation; and
(b) have consent from the Owners Corporation under the by-laws if alterations carried out on their Lot affect Common Property.

4.2 Owners and Occupiers must not:
(a) do anything to damage or deface Common Property;
(b) interfere with any personal property vested in the Owners Corporation;
(c) interfere with the operation of any Equipment installed in the Common Property;
(d) damage any lawn, plant, tree or garden situated on or within Common Property;
(e) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;
(f) place or hang laundry on any part of the Common Property;
(g) park or stand any motor vehicle, boat or other vehicle on any part of the Common Property; or
(h) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

4.3 Unless specifically stated to the contrary in any by-law, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation or Equipment that exclusivity services their Lot.

**5 Prevention of damage to Common Property**

5.1 Owners and Occupiers must not:
(a) interfere with the operation of any Equipment installed in the Common Property;
(b) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot);
(c) interfere with Common Property or remove any Common Property placed there by direction or Owners Corporation, or
(d) without the prior written consent of the Owners Corporation.

**6 Occupation and use of Lots**

6.1 General
(a) Owners and Occupiers must:
(i) keep their lot clean, tidy and in good repair; and
(ii) comply with all Laws affecting their Lot.
(b) Owners and Occupiers must not:
(i) store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot; and
(ii) use or occupy or allow their Lot to be used or occupied:
(A) for any unlawful purpose; or
(B) for any purpose that may affect, lessen or damage the reputation of the Building.

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(iii) break any Law whilst on their Lot;
(iv) place or hand laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;
(v) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;
(vi) operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;
(vii) place, attach or hang from any part of their Lot or the Common Property any aerial or any security device or wires, or
(viii) install or operate any intruder alarm in their Lot which permits an audible signal.

6.2 Window coverings
(a) Owners and Occupiers may not alter, remove or replace the blinds installed in their Lot at the time of the registration of the Strata Scheme with a different window treatment (for example, curtains, shutters or louvres) unless:
(i) the replacement window treatment is either of a neutral or off white colour or a colour; and
(ii) the replacement window treatment has been approved by the Owners Corporation.
(b) Owners and Occupiers must not tint the windows or glass doors of their Lot with mirror reflective tint.
(c) Owners and Occupiers must not without the consent of the Owners Corporation:
(i) tint the windows or glass door of their Lot with any other type of tint;
(ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds);
(iii) attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which is visible from outside the Lot.

6.3 Cleaning windows
(a) Owners and Occupiers must keep clean all interior surfaces and accessible exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property.
(b) The Owners Corporation will arrange for the cleaning of all inaccessible exterior glass windows, doors or balustrades.
(c) An Owner or Occupier must give the Owners Corporation access to their Lot if required for the cleaning of the glass windows, doors or balustrades.
(d) The cost of the cleaning and maintenance of the glass windows, doors or balustrades which are not Common Property will be charged to the Owner of the Lot and if unpaid by the Owner, may be recovered from that Owner as a debt due and payable to the Owners Corporation.

6.4 Balconies
(a) Owners and Occupiers must:
(i) keep the balconies of their Lot clean, tidy and in good repair; and
(ii) ensure those parts of the balcony rails and door and window frames which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.
(b) Owners and Occupiers must not:
(i) place or hang any item on the balcony of their Lot;
(A) which is fixed;
(B) which is inconsistent with the use as a balcony; or
(C) which is inconsistent with the aesthetics and appearance of the Building.

6.5 Barbecues
Owners and Occupiers must not:
(a) place or operate a barbecue on the balcony of their Lot unless:
(i) it is a portable gas barbecue with a cover; or
(ii) it is a barbecue approved by, or a type approved by the Owners Corporation;

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(b) permit any smoke or odour to emit from a barbecue on their Lot which causes or is likely to cause a nuisance to the Owners and Occupiers of other Lots.

6.6 Car spaces
(a) Owners and Occupiers must keep the car space of their Lot clean and free from grease.
(b) Owners and Occupiers must not use their car space for storage purposes.
(c) Owners and Occupiers may only use their car space for parking motor bicycles, bicycles and motor vehicles (and no other vehicles such as boats or caravans).
(d) Owners and Occupiers must not enclose their car spaces.

6.7 No Commercial activity without consent
(a) An Owner or Occupier must not carry out or permit to carry out any commercial activity from their Lot without the prior consent of the Owners Corporation.
(b) In giving its consent, the Owners Corporation may impose any conditions it consider appropriate in the circumstances.

## 7 Alterations or work to Lots

7.1 The consent of the Owners Corporation must be obtained if an Owner or Occupier wishes to:
(a) make alterations to, additions to, remove, repair or replace:
(i) any part of the Common Property near or within their Lot (such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings);
(ii) the structure of their Lot;
(iii) the internal walls inside their Lot (such as dividing walls even though they may not be Common Property);
(iv) the balcony attached to their Lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture));
(b) install any bars, screens, grilles or other safety devices to the exterior or any windows or doors of their Lot.
(c) install, place or leave anything on the car space of their Lot which is not a motor vehicle.

7.2 Owners and Occupiers of Lots must not commence to carry out any Approved Building Works to their Lot, any other Lot or the Common Property:
(a) unless the Owners Corporation has approved the plans and specifications for the works;
(b) they have procured all relevant consents from the relevant Authorities;
(c) if applicable, they have in place all relevant insurances and have given a copy of the policy and the certificate of currency to the Owners Corporation, and
(d) if applicable, they have provided to the Owners Corporation all reports and other information requested by the Owners Corporation in connection with the works.

7.3 When carrying out Approved Building Works in connection with a Lot the Owner and Occupier of the Lot must:
(a) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners Corporation;
(b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
(c) ensure the works are carried out in a proper and workmanlike manner;
(d) use only qualified and where appropriate, licensed tradesmen; ensure the works are carried out without undue delay;
(e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
(f) cause as little disturbance as is practicable to other Owners and Occupiers;
(g) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
(h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;

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(i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
(j) ensure the works are installed wholly within the boundaries of their Lot.

7.4 On completion of Approved Building Works in connection with a Lot, the Owner and Occupier of the Lot must:
(a) ensure all rubbish and debris caused by the works is removed from the Building;
(b) ensure the Common Property is left clean and tidy; and
(c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

7.5 Each Owner and Occupier must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

**8 Security and Security Keys**

8.1 If it considers it necessary, the Owners Corporation may:
(a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
(b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building, and
(c) restrict by means of Security Key your access to one level of the Building to any other level.

8.2 Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.

8.3 Owners and Occupiers must close all security doors and gates when they pass through them.

8.4 If the Owners Corporation restricts access under by-law 8.1, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

8.5 The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.

8.6 Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.

8.7 Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.

8.8 Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

8.9 Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

8.10 The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.

8.11 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

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**9 Compensation to Owners Corporation**

9.1 Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.

9.2 Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the bylaws by them or any one under their control.

**10 Garbage**

10.1 Owners and Occupiers may only dispose of Garbage in the manner provided by this by-law.

10.2 Garbage that is not recyclable must be:
(a) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped);
(b) placed in the garbage receptacles in the Garbage Room.

10.3 Garbage that is recyclable material must be:
(a) separated from Garbage that is not recyclable;
(b) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
(c) in the case of bottles, completely drained, and
(d) placed in the relevant recyclable bins in the Garbage Room.

10.4 Owners and Occupiers must:
(a) promptly remove any Garbage that may have been spilled; and
(b) promptly clean the area on which the Garbage has been spilled.

10.5 Owners and Occupiers must not:
(a) place or leave Garbage anywhere on the Common Property other than:
(i) in the case of Garbage that is not recyclable, in the chutes contained in the Garbage Closets on the floor of the Building in which their Lot is located;
(ii) in the case of recyclable Garbage, in the relevant receptacle in the Garbage Room;
(b) place or leave any item of recyclable Garbage in any receptacle in the Garbage Room other than the receptacle marked for that particular kind of recyclable Garbage, or
(c) enter the Garbage Room or place or leave Garbage in the Garbage Room.

10.6 The Owners Corporation must ensure that:
(a) the Garbage Room is cleaned and appropriately maintained and kept in a safe state at all times.
(b) ensure that Garbage receptacles and recyclable Garbage receptacles are put out for collection between 4.00pm and 7.00pm the day prior to collection and, on the day of collection, being the day following, returned to the Garbage Room by 12.00 noon.

**11 Animals**

11.1 Owners and Occupiers may keep one small domestic pet such as a cat or dog, or fish in an acquarium in their Lot subject to the following conditions:
(a) Owners and Occupiers must carry their cat or dog while on Common Property and must ensure that the cat or dog is leashed in the vicinity of the Building.

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(b) Owners and Occupiers may not keep any breed of dog in their Lot which has been declared by the local council as a Dangerous Dog or a Restricted Dog.

11.2 Owners and Occupiers may not keep any other animal or bird on their Lot without the prior consent of the Strata Committee, such consent not to be unreasonably withheld. If the Owners Corporation grants consent for the keeping of the animal or bird, the Owners Corporation may impose conditions on its consent.

11.3 The consent of the Strata Committee is not required for the keeping of a guide dog or a hearing dog.

**12 Rules and Codes**

12.1 The Owners Corporation may make Rules and Codes relating to matters associated with:
(a) the use and management of the Building (including facilities in the building);
(b) the security and control of the Building;
(c) the manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is permitted);
(d) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in Lots;
(e) the manner of enclosing car spaces;
(f) the appearance of Lots;
(g) the appearance of the Building:
(h) the type of furniture and other items which are prohibited from being placed on balconies;
(i) the type of Signs; or
(j) any other matter determined by the Owners Corporation.

12.2 The Owners Corporation may amend or replace any Rule or Code.

12.3 Owners and Occupiers are bound by the Rules and the Codes.

12.4 The Owners Corporation must display any new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.

12.5 If the Owner is not the Occupier, the Owner must send a copy of the Rules or Code to the Occupier within 7 days of receiving a copy from the Owners Corporation.

**13 Provision of amenities or services**

13.1 The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the lots:
(a) window cleaning;
(b) garbage disposal and recycling services;
(c) electricity, water or gas supply; and
(d) telecommunication services (for example, pay for view television).

13.2 If the Owners Corporation makes a resolution referred to in by-law 13.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**14 Insurance premiums**

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14.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

14.2 Consent under by-law 14.1 allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.

14.3 Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

14.4 Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

**15 Signs**

15.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers must not attach, erect or exhibit any Sign to or on any part of the Common Property or any part of their Lot which is visible from outside their Lot.

15.2 The provisions of this by-law:
(a) do not bind the Original Owner; and
(b) do not apply to Signs erected by the Building Manager indicating the location of its office or advertising its services.

**16 Moving and delivering**

16.1 This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.

16.2 Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.

16.3 Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot.

16.4 If the Owners Corporation has appointed a Building Manager, Owners and Occupiers must comply with his requirements.

**17 Complaints and applications**

17.1 Any complaint or application to the Owners Corporation or the Strata Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.

17.2 If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to

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the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Strata Committee.

**18 Lease or licence of Lots**

18.1 This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.

18.2 If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot:
(a) must ensure the Occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;
(b) must ensure the Occupiers comply with the by-laws;
(c) must act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Strata Committee, the Managing Agent and the Building Manager (if any) about the Occupiers; and
(d) must take all action available to ensure the Occupiers comply with the by-laws and any reasonable notice the Owner receives from the Owners Corporation.

18.3 If an Owner of a Lot has leased or licensed that Lot, the Occupier of the Lot:
(a) must comply with the by-laws; and
(b) must promptly comply with any notice it receives from the Owners Corporation, the Strata Committee, the Managing Agent and the Building Manager (if any).

18.4 An Owner, occupier or tenant of a Lot must not lease, sub-lease or allow any person other than another owner or tenant to use the car space/s of the Lot.

**19 Building Management Agreement**

19.1 The Owners Corporation may:
(a) appoint the Building Manager to provide the Services, and
(b) enter into the Building Management Agreement referred to in by-law 19.2 to provide those services.

19.2 The Building Management Agreement may contain the following provisions:
(a) provide for remuneration to the Building Manager of an annual fee to be agreed between the Owners Corporation and the Building Manager, and
(b) provide for the annual fee to be reviewed annually.

19.3 The agreement may include provisions about:
(a) the manner in which the Building Manager must carry out the Services;
(b) the manner in which employees and contractors are to be engaged;
(c) the manner in which the Building Manager may be reimbursed for expenses; and
(d) the manner in which the agreement may be assigned.

**20 Obstruction of the Building Manager**

20.1 Owners and Occupiers must not:
(a) interfere with or obstruct the Building Manager from providing the services contemplated by the Building Management Agreement, and
(b) interfere with or obstruct the Building Manager from using any part of the Common Property in providing the services contemplated by the Building Management Agreement.

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# Strata Plan 107243
## 53 NANCARROW AVENUE RYDE

### 21 Exclusive use by law in connection with the Air Conditioning System

21.1 This is an exclusive use and special privilege by-law made in accordance with section 52 of the Management Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.

21.2 The Owner and Occupier of a Lot has the exclusive use of the Air Conditioning System contained within their Lot and must clean, maintain, repair and replace the Air Conditioning System contained within or servicing their Lot at their own cost.

21.3 The Owners Corporation may resolve to undertake the responsibility of cleaning, repairing, maintaining and replacing the Air Conditioning System in each Lot at the cost of the Owner of the Lot. If unpaid, the Owners Corporation may recover this cost as a debt due and payable by the Owner to the Owners Corporation.

21.4 Owners and Occupiers of a Lot must comply with all requirements of government agencies or statutory authorities in relation to the use of their air conditioning equipment.

### 22 Exclusive use by law in connection with the video intercom system

22.1 This is an exclusive use and special privilege by-law made in accordance with section 52 of the Management Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.

22.2 The Owner and Occupier of a Lot has the exclusive use of all the video intercom security equipment contained within the Lot. The Owners Corporation will maintain, repair and replace the intercom security equipment in the Lot at the cost of the Owner and if unpaid, the Owners Corporation may recover that cost as a debt due and payable to the Owners Corporation.

### 23 Access

23.1 The Owners Corporation and the Building Manager may by each of their respective agents, employees or contractors with or without tools and materials, enter, have access to and go through a Lot or any part of a Lot for the purposes of:
(a) Carrying out works required to be carried out by the Owners Corporation under these by-laws;
(b) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
(c) carrying out work required to be carried out by the Owners Corporation by a notice served on it by any public authority, and
(d) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act.

23.2 Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its functions under this by-law.

23.3 In order for the Owners Corporation to undertake its functions in this by-law, the Owners and Occupiers of Lots must permit the Owners Corporation and the Building Manager to temporarily store any necessary equipment or material on the Lot.

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# Strata Plan 107243
## 53 NANCARROW AVENUE RYDE

**24 Parking**

24.1 No Parking on Common Property by Owners and Occupiers Without Approval
An owner or occupier of a lot must not park or stand any motor or other vehicle ("Vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation or its authorised representative.

24.2 No Parking on Common Property by Tenants to be Permitted by Owners Without Approval An owner of a lot must:
(a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any Vehicle on the common property (including visitor parking spaces) except with the prior written approval of the owners corporation or its authorised representative; and
(b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any Vehicle on the common property (including visitor parking spaces) except with the prior written approval of the owners corporation or its authorised representative.

24.3 No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces
An owner or occupier of a lot must:
(a) not allow any Visitors to park or stand any Vehicle on the common property, except in a visitor parking space and in accordance with the Time Restrictions as defined in clause 4 of this By-Law; and
(b) take all reasonable steps to ensure that Visitors do not park or stand any Vehicle on the common property, except in a visitor parking space and in accordance with the Time Restrictions as defined in clause 4 of this By-Law.
In this By-Law, Visitor is defined as a visitor or invitee of an owner or occupier who does not permanently reside at the strata scheme.

24.4 Time Restriction
In respect of the visitor parking spaces forming part of the common property, the owners corporation and its authorised representative shall have the following powers and authority in respect of any Vehicle parked or otherwise standing in that area:
(a) impose a restriction that each Visitor's Vehicle may occupy one or more parking space up to a total of 6 hours in any 24-hour period ("Time Restriction");
(b) establish a mechanism by which an owner or an occupier may from time to time seek consent from the owners corporation or its authorised representative for their Visitors' Vehicles to be exempted from complying with the Time Restriction, which may not be unreasonably withheld;
(i) erect signs appurtenant to the parking spaces indicating the Time Restriction referred to in clause 4(a); and
(ii) in respect of Vehicles failing to comply with clause 4(a) of this By-Law, issue notices, remove Vehicles and recover expenses in accordance with clauses 7-9 of this By-Law.

24.5 No Parking on Common Property by Outsiders
An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a Vehicle on the common property, including the visitor parking spaces.

24.6 No Parking in Another Parking Space
An owner or occupier of a lot must not park or stand any Vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

24.7 Breach of By-Law - No Parking Notices
(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this By-Law, the owners corporation or its authorised representative may:
(i) give the owner or occupier a breach notice, or place a notice on the offending Vehicle, requesting the removal of

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the offending vehicle, advising of the terms of this By-Law and the possible consequences of the breach continuing ("Removal Notice");
(ii) issue more than one Removal Notice throughout the duration of the breach of this By-Law (but it must not act unreasonably when doing so), and
(b) recover as a debt from the owner or occupier in breach of this By-Law:
(A) the sum of $165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("Administrative Cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and
(B) the expenses incurred by the owners corporation recovering the Administrative Cost including legal costs and disbursements on an indemnity basis ("Recovery Costs").
(c) For the avoidance of doubt, if the owners corporation or its authorised representative issues more than one Removal Notice throughout the duration of a breach of this By-Law it may recover as a debt from the owner or occupier in breach of this By-Law the Administrative Cost multiplied by the number of notices it issues.

24.8 Breach of By-Law - Recovery of Expenses
(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this By-Law, the owners corporation or its authorised representative may:
(i) rectify the breach;
(ii) to the extent permitted by law, remove any Vehicle that is in breach of this By-Law;
(iii) incidental to the removal of the Vehicle, arrange for towing or storage or both in respect of that Vehicle;
(iv) recover from the owner of the Vehicle all expenses associated with clauses 8.1(a) to (c) or, to the extent permitted by law, recover from the owner or occupier as a debt:
(A) the expenses incurred by the owners corporation arising out of or caused by the breach, including but not limited to expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("Breach expenses"); and
(B) the expenses incurred by the owners corporation recovering the Breach Expenses including legal costs and disbursements on an indemnity basis ("Recovery expenses"); and
(v) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this By-Law if any such amounts are not paid at the end of one month after they become due and payable.
(b) For the purpose of this By-Law, any Administrative Cost, Recovery Costs, Breach Expenses and Recovery Expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.
(c) Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this By-Law.

## 25 Strata Mode of Recovery of Expenses, Interest, etc

In the case of an owner of a lot, the owners corporation may include reference to any Administrative Cost, Recovery Costs, Breach Expenses or Recovery Expenses for which that owner is liable on:
(a) the owner's account with the owners corporation;
(b) levy notices given to that owner; and
(c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot;
for the purpose of recovering any of those amounts from the owner as a debt.

## 26 Inconsistencies

To the extent that any provision in this By-Law is inconsistent with any other By-Law, the provision in this By-Law will prevail to the extent of the inconsistency.

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# Strata Plan 107243
## 53 NANCARROW AVENUE RYDE

### 27 Absolution of Maintenance Lot Fittings & Fixtures

27.1 Introduction and Intent
(a) This By-law has been drafted from the NSW Land and Property Information (now NSW Land Registry Services) memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.
(c) The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 and 107 of the Act.
(d) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
(e) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
(f) Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
(g) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

27.2 Definitions
(a) In this by-law, unless the context otherwise requires or permits:
(i) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
(ii) Lot means any lot in the strata plan
(iii) Owner means the owner of the Lot
(iv) Owners Corporation means the owners corporation created by the registration of strata plan 97601
(v) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
(vi) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.
(b) In this by-law, unless the context otherwise requires:
(i) the singular includes plural and vice versa;
(ii) any gender includes the other genders;
(iii) any terms in the by-law will have the same meaning as those defined in the Act; and
(iv) references to legislation include references to amending and replacing legislation.

27.3 Terms and Conditions
In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

27.4 Internal Areas
All decorative finishes within a lot, including but not limited to;
(a) All Cornices
(b) All Skirting Boards
(c) All Architraves and Internal Door Jams
(d) Wall tiles wherever located, including kitchen, bathroom and laundries
(e) Floor Tiles wherever located, including kitchen, bathroom and laundries
(f) False Ceilings
(g) Mezzanines, Stairs and Handrails
(h) All paintwork and wall paper

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(i) The cleaning of mould throughout the lot where the causative factors are purely environmental

27.5 Bathroom, Ensuites and Laundry Areas
(a) All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;
(i) All taps and internal pipe work
(ii) Shower screens
(iii) Bathtub, including internal floor waste and drainage pipes
(iv) Sinks and hand basins including internal drainage pipes,
(v) Cabinets and mirrors
(vi) Toilet pan, including cistern and internal waste pipes
(vii) All lights, light fittings and exhaust fans that only service the lot, wherever located

27.6 Kitchen Areas
All Kitchen fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) All internal waste and drainage pipes, including connection to the common stack
(c) Bench tops
(d) Sinks and insinkerators
(e) Ovens, Stoves and Cook Tops
(f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

27.7 Floor Coverings
(a) All carpet within the lot
(b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
(c) All Floor boards, whether floating or fixed
(d) All parquetry, linoleum, vinyl and cork tiles wherever located

27.8 Balcony/Courtyard Areas
(a) All tiles, pavers and decking
(b) All stairs and handrails within the balcony or courtyard area
(c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
(d) All plants and grassed areas within the balcony or courtyard The pruning, trimming or removal of a tree or trees, including damage caused by roots
(e) Fences that divide two lots
(f) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

27.9 Electrical Fittings & Appliances
(a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
(b) All electrical sockets and wall plates
(c) Electrical main and sub-main that services only one lot including fuses wherever located
(d) Smoke Detectors that only service one lot
(e) Alarm Systems that only service one lot
(f) Individual Garage Door Motors
(g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
(h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
(i) Ceiling Fans
(j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.

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(k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

27.10 Front Door, Balcony Doors, Windows and Garage Area
(a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
(b) Automatic door closers
(c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
(d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

## The Following are the Special By-laws registered with the scheme.

### 1 Pre-Meeting & Electronic Voting

**Registration Date: 28/06/2024**

A) Intention
The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting
(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting
The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability
Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;
(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

### 2 Levying of Debt Collection Expenses

**Registration Date: 28/06/2024**

PART 1 - Preamble
(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by

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adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that are incurred during the debt recovery process.
(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation
2.1 In this by-law, unless the context otherwise requires or permits:
'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.
'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of the strata committee for the pursuit of levy arrears or debt recovery against a lot owner.
'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.
'Lot' means any lot in the strata plan.
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme
'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.
'Reasonable expenses of the strata committee' means expenses that may approved by the strata committee at a properly convened executive committee meeting from time to time.
'The Act' means the Strata Schemes Management Act 2015.
2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.
2.3 In this by-law, unless the context otherwise requires:
(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.

Strata Plan
...107243....
Common Seal

PART 3 - Powers, Duties and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
(ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
(iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
(v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
(vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal
(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

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Form: 15CH
Release: 2.3

# CONSOLIDATION/ CHANGE OF BY-LAWS

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

Leave this space clear. Affix additional pages to the top left-hand corner.

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

(A) TORRENS TITLE

For the common property
CP/SP 107243

(B) LODGED BY

| Document Collection Box | Name / Company / Address / E-mail / Customer Account Number | CODE |
|---|---|---|
| 573X | Company NETWORK STRATA SERVICES<br>Address PO BOX 265 HURSTVILLE BC NSW 1481<br>E-mail admin@netstrata.com.au Contact Number 1300 638 787<br>Customer Account Number 123421L Reference 107243 | CH |

(C) The Owner-Strata Plan No. 107243 certify that a special resolution was passed on 15/5/2024

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Laws 1,2
Amended by-law No. NOT APPLICABLE
as fully set out below :

Strata Plan
...107243....
Common Seal

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A .

(G) The seal of The Owners-Strata Plan No. 107243 was affixed on 28/6/2024 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, Andrew Tunks, affixed by me, on 28/06/24 at 9:30 AM**
**Property & Stock Agent Act 2002 Licence No 1361054**

Name : ANDREW TUNKS - NETSTRATA

Authority : Appointed Managing Agent

Signature :

Name :

Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

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# Approved Form 10

## Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

*~~the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan 107243 was affixed 28/06/2024 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015 to* attest the affixing of the seal.

Signature: .....

Name: **Andrew Tunks of Netstrata**

Authority:. **Appointed Managing Agent**

Strata Plan
...107243....
Common Seal

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**Owners Corporation Consent** Strata Scheme No 107243

Date 28 June 2024

CP/SP 107243

**Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 107243**

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 107243 by section 273 Strata Schemes Management Act 2015.

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws Plans & diagrams

Regards

## Attestation

The seal of The Owners - Strata Plan No 107243 was affixed on 28/06/24 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:..... Name: Andrew Tunks (Netstrata) Authority: Appointed Strata Agent
Electronic signature of me, Andrew Tunks, affixed by me, on 28/06/2024 at 9:30 AM
Property & Stock Agent Act 2002 Licence No 1361054

Strata Plan
...107243....
Common Seal

^ Insert appropriate date

**"WARNING"**

**THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED**

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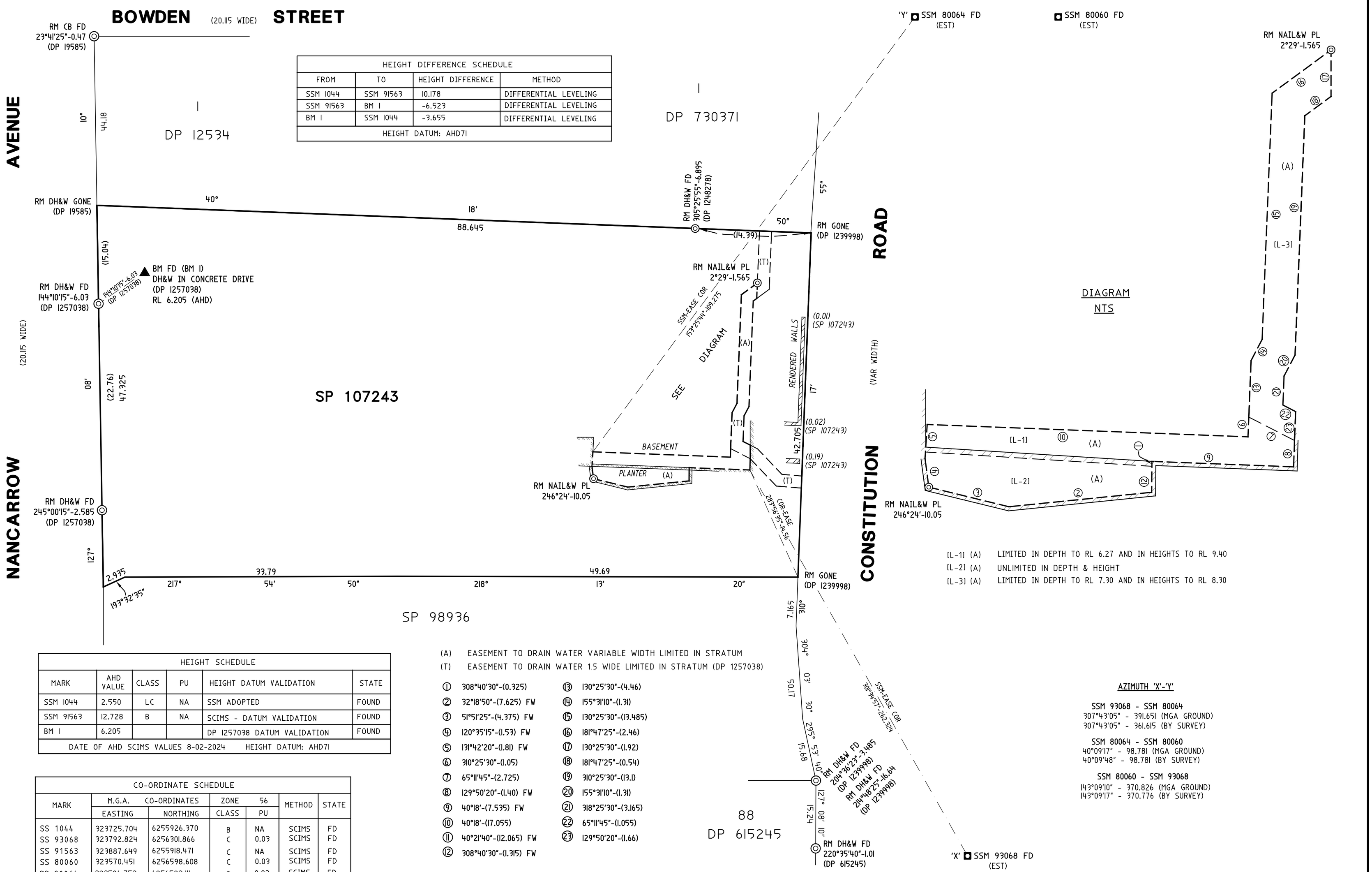


[L-1] (A) LIMITED IN DEPTH TO RL 6.27 AND IN HEIGHTS TO RL 9.40
[L-2] (A) UNLIMITED IN DEPTH & HEIGHT
[L-3] (A) LIMITED IN DEPTH TO RL 7.30 AND IN HEIGHTS TO RL 8.30

| HEIGHT DIFFERENCE SCHEDULE | | | |
|---|---|---|---|
| FROM | TO | HEIGHT DIFFERENCE | METHOD |
| SSM 1044 | SSM 91563 | 10.178 | DIFFERENTIAL LEVELING |
| SSM 91563 | BM 1 | -6.523 | DIFFERENTIAL LEVELING |
| BM 1 | SSM 1044 | -3.655 | DIFFERENTIAL LEVELING |
| HEIGHT DATUM: AHD71 | | | |

| HEIGHT SCHEDULE | | | | | |
|---|---|---|---|---|---|
| MARK | AHD VALUE | CLASS | PU | HEIGHT DATUM VALIDATION | STATE |
| SSM 1044 | 2.550 | LC | NA | SSM ADOPTED | FOUND |
| SSM 91563 | 12.728 | B | NA | SCIMS - DATUM VALIDATION | FOUND |
| BM 1 | 6.205 | | | DP 1257038 DATUM VALIDATION | FOUND |
| DATE OF AHD SCIMS VALUES 8-02-2024 HEIGHT DATUM: AHD71 | | | | | |

| CO-ORDINATE SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | M.G.A. CO-ORDINATES | | ZONE 56 | | METHOD | STATE |
| | EASTING | NORTHING | CLASS | PU | | |
| SS 1044 | 323725.704 | 6255926.370 | B | NA | SCIMS | FD |
| SS 93068 | 323792.824 | 6256301.866 | C | 0.03 | SCIMS | FD |
| SS 91563 | 323887.649 | 6255918.471 | C | NA | SCIMS | FD |
| SS 80060 | 323570.451 | 6256598.608 | C | 0.03 | SCIMS | FD |
| SS 80064 | 323506.753 | 6256523.111 | C | 0.03 | SCIMS | FD |
| COMBINED SEA LEVEL SCALE FACTOR = 0.999978 | | | | | | |
| SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM SCIMS 8 FEBRUARY 2024<br>M.G.A. DATUM: GDA 2020 | | | | | | |

(A) EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN STRATUM
(T) EASEMENT TO DRAIN WATER 1.5 WIDE LIMITED IN STRATUM (DP 1257038)

① 308°40'30"-(0.325)
② 32°18'50"-(7.625) FW
③ 51°51'25"-(4.375) FW
④ 120°35'15"-(1.53) FW
⑤ 131°42'20"-(1.81) FW
⑥ 310°25'30"-(1.05)
⑦ 65°11'45"-(2.725)
⑧ 129°50'20"-(1.40) FW
⑨ 40°18'-(7.535) FW
⑩ 40°18'-(17.055)
⑪ 40°21'40"-(12.065) FW
⑫ 308°40'30"-(1.315) FW
⑬ 130°25'30"-(4.46)
⑭ 155°31'10"-(1.31)
⑮ 130°25'30"-(13.485)
⑯ 181°47'25"-(2.46)
⑰ 130°25'30"-(1.92)
⑱ 181°47'25"-(0.54)
⑲ 310°25'30"-(13.1)
⑳ 155°31'10"-(1.31)
㉑ 318°25'30"-(3.165)
㉒ 65°11'45"-(1.055)
㉓ 129°50'20"-(1.66)

AZIMUTH 'X'-'Y'

SSM 93068 - SSM 80064
307°43'05" - 391.651 (MGA GROUND)
307°43'05" - 361.615 (BY SURVEY)

SSM 80064 - SSM 80060
40°09'17" - 98.781 (MGA GROUND)
40°09'48" - 98.781 (BY SURVEY)

SSM 80060 - SSM 93068
143°09'10" - 370.826 (MGA GROUND)
143°09'17" - 370.776 (BY SURVEY)

| | | | |
|---|---|---|---|
| **SURVEYOR**<br>**Name:** LACHLAN LEONARD HILLARD YOUNG<br>**Date:** 13 FEBRUARY 2024<br>**Reference:** 8177 | PLAN OF EASEMENTS WITHIN COMMON PROPERTY OF SP 107243 | **LGA:** RYDE<br>**Locality:** RYDE<br>**Reduction Ratio:** 1: 300<br>Lengths are in metres. | **Registered:**<br>21/10/2024 | DP1309050 |

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

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| PLAN FORM 6 (2019) | **DEPOSITED PLAN ADMINISTRATION SHEET** | Sheet 1 of 3 sheet(s) |
|---|---|---|

Office Use Only

**Registered:** 21/10/2024

**Title System:** TORRENS

Office Use Only

# DP1309050

**PLAN OF EASEMENTS WITHIN COMMON PROPERTY OF SP 107243**

**LGA** RYDE
**Locality:** RYDE
**Parish:** HUNTERS HILL
**County:** CUMBERLAND

## SURVEY CERTIFICATE

I, LACHLAN LEONARD HILLARD YOUNG
of RAMSAY SURVEYORS PTY LTD PO BOX 2244 CARLINGFORD 2118
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

* (a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 13 FEB 2024, or

* ~~(b) The part of the land shown in the plan (*being/*excluding**~~
~~.....)~~
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or~~

* ~~(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X'–'Y'

Type: *Urban / ~~*Rural~~

The terrain is ~~* Level–Undulating/ * Steep–Mountainous.~~

Signature: ..... Dated 5-4-2024
Electronic signature of me, Lachlan Young, affixed by me on 5-4-2024

Surveyor Identification No: 8676
Surveyor registered under the *Surveying and Spatial Information Act 2002*.

* Strike out inappropriate words.

** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

## Crown Lands NSW/Western Lands Office Approval

I ..... (Authorised Officer) in approving this plan certify 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 .....

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....
Accreditation No : .....
Consent Authority: .....
Date of Endorsement: .....
Subdivision Certificate No: .....
File No. : .....

* Strike through if Inapplicable

Plans used in preparation of survey/compilation.
DP 19585
DP 615245
DP 1239998
DP 1248278
DP 1257038
SP 107243

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

*Surveyor's Reference:* 8177

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

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Office Use Only

# DP1309050

**PLAN OF EASEMENTS WITHIN COMMON PROPERTY OF SP 107243**

Subdivision Certificate No: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses –See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals –See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN STRATUM (A)

If space is insufficient use additional annexure sheet

*SURVEYOR'S REFERENCE:* 8177

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 3 sheet(s)

**Registered:** 21/10/2024 Office Use Only

Office Use Only

# DP1309050

**PLAN OF EASEMENTS WITHIN COMMON PROPERTY OF SP 107243**

Subdivision Certificate No: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:
- A schedule of lots and addresses –See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals –See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**Approved Form 13**

**Certificate of Owners Corporation**

**Special Resolution**

The owners corporation certifies that on ^ 15/05/2024 , it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 107243 was affixed on ^ 15/05/2024 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: MElliott Name: Melissa Elliott Authority: Strata manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

COMMON SEAL THE OWNERS STRATA PLAN 107243

If space is insufficient use additional annexure sheet

*SURVEYOR'S REFERENCE:* 8177

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



**Plan:** DP1309050

Plan of Easements Within Common Property of SP 107243
Subdivision Certificate No. ……..

**Full name and address of the owner of the land:** **THE OWNERS OF STRATA PLAN No. 107243** OF 53 NANCARROW AVENUE
RYDE NSW 2112

**Part 1 [Creation]**

| Number of item shown in the intention panel on the plan | Identity of Easement, Restriction on the Use of Land or covenant referred to in the plan | Burdened lot/s or parcel/s: | Benefited lot/s, road/s, bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | **Easement to Drain Water Variable Width Limited in Stratum (A)** | CP/SP107243 | 1/730371<br>5/12534 |

.....
Signature of authorised delegate

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



**Plan:** DP1309050

Plan of Easements Within Common Property of SP 107243
Subdivision Certificate No. ……..

**Part 2 [Terms]**

**1. Easement to Drain Water Variable Width Limited in Stratum (A) numbered 1 on the Plan**

Easement for Drainage of Water as defined in part 3 of schedule 8 of the Conveyancing Act 1919.

.....
Signature of authorised delegate

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



**Plan:** DP1309050

Plan of Easements Within Common Property of SP 107243
Subdivision Certificate No. ……..

The seal of the Owners – Strata Plan 107243 was affixed on 16th May 2024 in the presence of the following person/s authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Name: Melissa Elliott - Netstrata Authority: Strata Manager

Signature: MElliott




REGISTERED: 21/10/2024

.....
Signature of authorised delegate

# Strata Schemes Management Regulation 2016

New South Wales

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# Strata Schemes Management Regulation 2016

New South Wales

## Part 1 Preliminary

### 1 Name of Regulation

This Regulation is the *Strata Schemes Management Regulation 2016*.

### 2 Commencement

(1) Except as provided by subclause (2), this Regulation commences on 30 November 2016 and is required to be published on the NSW legislation website.

(2) Part 8 commences on 1 January 2018.

### 3 Definitions

(1) In this Regulation:

***close of the ballot*—**see clause 15 (8).

***pre-meeting electronic voting*—**see clause 14 (1).

***the Act*** means the *Strata Schemes Management Act 2015*.

**Note—**

The Act and the *Interpretation Act 1987* contain definitions and other provisions that affect the interpretation and application of this Regulation.

(2) Notes included in this Regulation (other than in a form set out in Schedule 1) do not form part of this Regulation.

## Part 2 Owners corporations and strata committees

### 4 Functions that may only be delegated to strata committee member or strata managing agent

For the purposes of section 13 (1) (h) of the Act, the following functions of an owners corporation are prescribed as functions that may be delegated to or conferred only on a member of the strata committee or a strata managing agent:

(a) arranging for inspections for the purposes of fire safety in accordance with section 123 of the Act,

(b) ensuring that the owners corporation complies with any relevant requirements under the *Work Health and Safety Act 2011*,

(c) entering into contracts relating to the maintenance of common property or the provision of services to the common property (other than contracts relating to a parcel),

(d) arranging for inspections of records and other documents under section 183 of the Act,

(e) giving certificates under section 184 of the Act.

**5 Agenda for first AGM**

(1) For the purposes of section 15 (p) of the Act, the agenda for the first annual general meeting of an owners corporation is to include the following item, if a tenant representative has been nominated for the strata committee in accordance with section 33 of the Act:

to receive the nomination of a tenant representative for the strata committee

(2) The agenda for the first annual general meeting of an owners corporation is also to include the following item, if the initial period of the strata scheme ends not later than 12 months after completion of building work for which a building inspector is required to be appointed under Part 11 of the Act:

to appoint a building inspector for the purposes of Part 11 of the Act

**6 Documents and records to be provided to owners corporation before first AGM**

For the purposes of section 16 (1) (f) of the Act, the following documents obtained or received by the original owner or lessor and relating to the parcel concerned, or any building, plant or equipment on the parcel, are prescribed:

(a) if a building is required to be insured under Division 1 of Part 9 of the Act, any valuation of the building,

(b) maintenance and service manuals,

(c) all service agreements relating to the supply of gas, electricity or other utilities to the parcel,

(d) copies of building contracts for the parcel, including any variations to those contracts,

(e) the most recent BASIX certificate (issued under the *Environmental Planning and Assessment Act 1979*) for each building on the parcel.

**7 Tenant representatives: section 33 of Act**

(1) A person who is entitled to convene an annual general meeting of an owners corporation that has tenants for at least half of the number of lots in the scheme must convene a meeting of eligible tenants for the purpose of the nomination of a person for the position of tenant representative on the strata committee.

(2) The person must give notice of the meeting to each eligible tenant at least 14 days before the annual general meeting and the tenants meeting may be held at any time before the annual general meeting, but not earlier than 7 days after notice of the meeting is given.

(3) Notice may be given in one of the following ways:

(a) by causing a copy of the notice to be prominently displayed on any notice board required to be maintained by or under the by-laws on some part of the common property,

(b) by written notice given to each eligible tenant.

(4) The convenor of the meeting, or a tenant nominated by the eligible tenants present at the meeting, is to chair the tenants meeting.

(5) An eligible tenant may nominate for, or nominate another eligible tenant for, nomination as the tenant representative at the meeting.

(6) The tenant representative to be nominated by the eligible tenants for a strata scheme is to be determined by majority vote of tenants present at the meeting.

(7) The quorum for the meeting is one person.

(8) The term of a tenant representative commences at the end of the annual general meeting at which the nomination is received.

(9) A person is an ***eligible tenant*** for the purposes of this Part if the tenant is a tenant notified in a tenancy notice given in accordance with the Act.

**8 Vacation of office by tenant representative**

(1) A tenant representative ceases to be a tenant representative:

(a) if the person ceases to be an eligible tenant, or

(b) on receipt by the secretary of the owners corporation from the person of written notice of the person’s resignation as the tenant representative, or

(c) at the end of the next meeting at which a new strata committee is elected by the owners corporation, or

(d) if the person dies.

(2) If a tenant representative ceases to be a tenant representative before the next meeting at which a new strata committee is elected, the secretary of the owners corporation is to convene a meeting of eligible tenants for the purpose of the nomination of a person for the position of tenant representative on the strata committee.

(3) The secretary must give at least 7 days notice of the meeting to each eligible tenant.

(4) The secretary, a member of the strata committee or a tenant nominated by the eligible tenants at the meeting is to chair the tenants meeting.

(5) Clause 7 (3), (5) and (6) apply to the nomination of a replacement tenant representative.

(6) The term of a replacement tenant representative is for the remainder of the term of the representative that the person replaces.

**9 Election of strata committee**

(1) At a meeting of an owners corporation at which the strata committee is to be elected, the chairperson must:

(a) announce the names of the candidates already nominated in writing for election to the strata committee, and

(b) call for any oral nominations of candidates eligible for election to the strata committee.

(2) A written or oral nomination made for the purposes of the election is ineffective if it is made by a person other than the nominee unless it is supported by the consent of the nominee given:

(a) in writing, if the nominee is not present at the meeting, or

(b) orally, if the nominee is present at the meeting.

(3) After the chairperson declares that nominations have closed, the owners corporation is to decide, in accordance with the Act, the number of members of the strata committee.

(4) If the number of candidates:

(a) is the same as, or fewer than, the number of members of the strata committee decided on—those candidates are to be declared by the chairperson to be, and are taken to have been, elected as the strata committee, or

(b) is greater than the number so decided on—a ballot is to be held.

**10 Ballot for strata committee**

(1) This clause applies to the election of a strata committee for a strata scheme comprising more than 2 lots.

(2) If a ballot for membership of the strata committee of an owners corporation is required, the person presiding at the meeting of the owners corporation must:

(a) announce to the meeting the name of each candidate, and

(b) provide each person present and entitled to vote at the meeting with a blank ballot paper for each vote the person is entitled to cast.

(3) For a vote to be valid, a ballot paper must be signed by the voter and completed by the voter's writing on it:

(a) the names of the candidates (without repeating a name) for whom the voter desires to vote, the number of names written being no more than the number determined by the owners corporation as the number of members of the strata committee, and

(b) the capacity in which the voter is exercising a right to vote, whether:

(i) as owner, first mortgagee or covenant chargee of a lot (identifying the lot), or

(ii) as a company nominee, or

(iii) by proxy, and

(c) if the vote is being cast by proxy—the name and capacity of the person who gave the proxy.

(4) The completed ballot paper must be returned to the chairperson.

(5) Until all places for membership of the strata committee have been filled, the chairperson is to declare elected successively each candidate who has a greater number of votes than all other candidates who have not been elected.

(6) If only one place remains to be filled but there are 2 or more eligible candidates with an equal number of votes, the candidate to fill the place is to be decided by a show of hands of those present and entitled to vote.

(7) Subclause (6) is subject to a resolution referred to in clause 14 (1) (a).

**11 Nominations for officers of strata committee**

(1) The written notice of the first meeting of a strata committee after the appointment of the committee is to include a call for nominations for chairperson, secretary and treasurer of the committee.

(2) Any person who is a member of the strata committee may nominate another member for election as any or all of chairperson, secretary or treasurer of the committee.

(3) The nomination is to be made by written notice given to the person convening the meeting that states the name of:

(a) the person nominated, and

(b) the person making the nomination and that the person nominated consents to the nomination.

(4) The person convening the meeting must include any prior nominations in the notice of the meeting at which the election is to take place. Notice of any subsequent nomination is to be given by the convenor at the meeting.

(5) A nomination may be made at any time before the election is held and may be made at the meeting.

(6) If a ballot for the election of a person as chairperson, secretary or treasurer of the committee is required, the election is to be conducted by a show of hands of persons at the meeting.

(7) Subclause (6) is subject to a resolution referred to in clause 14 (1) (a).

**12 Priority votes—owners corporation**

For the purposes of clause 24 (2) (b) of Schedule 1 to the Act, a priority vote may be cast on a motion if the motion would require expenditure that exceeds an amount calculated by multiplying $1,000 by the number of lots in the strata scheme.

**13 Proxy votes—owners corporation**

For the purposes of clause 26 (1) of Schedule 1 to the Act, an instrument appointing a proxy is to be in or to the effect of Form 1 in Schedule 1.

**14 Other means of voting—owners corporation and strata committee**

(1) An owners corporation or strata committee may, by resolution, adopt any of the following means of voting on a matter to be determined by the corporation or committee:

(a) voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location,

(b) voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the corporation or committee (***pre-meeting electronic voting***).

(2) Without limiting subclause (1) (b), the other electronic means of voting may include

requiring voters to access a voting website and to vote in accordance with directions contained on that website.

(3) If a matter may be determined partly by pre-meeting electronic voting, the notice of the meeting must include a statement that the relevant motion may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place and that consequently the pre-meeting vote may have no effect.

(4) A motion that is to be determined wholly by pre-meeting electronic voting may not be amended at the meeting for which the pre-meeting electronic voting is conducted.

(5) A motion that is to be determined partly by pre-meeting electronic voting must not be amended at the meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion.

(6) If a motion that is to be determined wholly or partly by pre-meeting electronic voting is amended at the meeting for which the pre-meeting electronic voting is conducted, the minutes of the meeting distributed to owners must be accompanied by notice of the change and a statement setting out the power to make a qualified request for a further meeting under section 19 of the Act.

**15 Pre-meeting electronic voting**

(1) This clause applies to a ballot for determination of a matter by an owners corporation or strata committee that is to be conducted by pre-meeting electronic voting.

(2) The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:

(a) instructions for completing the ballot paper, and

(b) the question to be determined, and

(c) the means of indicating the voter's choice on the question to be determined.

(3) The secretary of the owners corporation must, at least 7 days before the meeting at which the matter is to be determined, give each person entitled to vote:

(a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this clause, and

(b) access to information about:

(i) how the ballot paper must be completed, and

(ii) the closing date of the ballot, and

(iii) if voting is by email, the address where the ballot paper is to be returned, and

(iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and

(c) access to an electronic form of declaration requiring the voter to state:

(i) his or her name, and

(ii) the capacity in which the person is entitled to vote, and

(iii) in the case of a matter that requires a special resolution, the voter's unit entitlement, and

(iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.

(4) Each person entitled to vote must vote in accordance with the instructions contained in the information.

(5) If the ballot is a secret ballot, the secretary must ensure that:

(a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and

(b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

(6) An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the close of the ballot.

(7) The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

(8) In this clause, the ***close of the ballot*** means:

(a) for a matter to be determined by the owners corporation, the time that is 24 hours before the commencement of the meeting at which the matter is to be determined, or

(b) for a matter to be determined by a strata committee, immediately before the commencement of the meeting at which the matter is to be determined.

**16 Informal votes**

(1) A ballot paper of a voter who votes by means of pre-meeting electronic voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.

(2) If voting is carried out by pre-meeting electronic voting using a voting website or

other electronic application, the website or application is to provide a warning message to a person casting an informal vote that the proposed vote is informal.

**17 Ascertaining result of pre-meeting electronic voting**

(1) As soon as practicable after the close of a ballot conducted by pre-meeting electronic voting, the secretary of the owners corporation must:

(a) review all information and reports about the electronic ballot, and

(b) reject as informal any votes that do not comply with the requirements of this Regulation, and

(c) ascertain the result of the electronic ballot.

(2) The secretary must, at the meeting to consider the matter for which the pre-meeting electronic voting was held, inform the persons present of the result of the ballot.

## Part 3 Financial management

**18 Payment plans for unpaid contributions: section 85 (6) of Act**

(1) A payment plan for the payment of overdue contributions is to be in writing and is to contain the following:

(a) the name of the lot owner and the title details of the lot,

(b) the address for service of the lot owner,

(c) the amount of the overdue contributions,

(d) the amount of any interest payable for the overdue contributions and the way in which it is calculated,

(e) the schedule of payments for the amounts owing and the period for which the plan applies,

(f) the manner in which the payments are to be made,

(g) contact details for a member of the strata committee or a strata managing agent who is to be responsible for any matters arising in relation to the payment plan,

(h) a statement that a further plan may be agreed to by the owners corporation by resolution,

(i) a statement that the existence of the payment plan does not limit any right of the owners corporation to take action to recover the amount of the unpaid contributions.

(2) The strata committee must, at the request of a lot owner who has entered into a

payment plan, give the lot owner a written statement for each calendar month (or any longer interval specified by the lot owner) of the plan that sets out the payments made during that month and the amount of unpaid contributions and interest owing.

**19 Notice of recovery action for unpaid contributions, interest or expenses**

For the purposes of section 86 (5) (c) of the Act, a notice of proposed action to recover an amount of contributions, interest or expenses must include the following:

(a) the date the amount was due to be paid,

(b) the manner in which the amount may be paid,

(c) whether a payment plan may be entered into,

(d) any other action that may be taken to arrange for payment of the amount.

**20 Statement of key financial information**

(1) For the purposes of section 94 (1) of the Act, the statement of key financial information for an administrative fund or capital works fund must be in or to the effect of Form 2 in Schedule 1.

(2) For the purposes of section 94 (2) of the Act, the statement of key financial information for any other fund must be in or to the effect of Form 3 in Schedule 1.

**21 Calculation of annual budget**

For the purposes of section 95 (4) of the Act, the amount of the annual budget is to be the sum of the following:

(a) the amount of contributions levied for the year concerned (whether or not they have been paid),

(b) any income of the owners corporation from any other source,

(c) any other amounts held by the owners corporation for the purposes of the owners corporation.

**22 Accounting records**

The accounting records required to be kept for the purposes of section 96 (4) of the Act are as follows:

(a) receipts consecutively numbered,

(b) a statement of deposits and withdrawals for the account of the owners corporation,

(c) a cash record,

(d) a levy register.

**23 Levy register**

(1) The levy register must include a separate section for each lot in the strata scheme that is not a utility lot.

(2) Each of those sections must specify, by appropriate entries, the following matters in relation to each contribution levied by the owners corporation and must indicate whether those entries are debits or credits and the balances for those entries:

(a) the date on which the contribution is due and payable,

(b) the type of contribution and the period in respect of which it is to be made,

(c) the amount of the contribution levied shown as a debit,

(d) the amount of each payment shown as a credit,

(e) the date on which each payment relating to the contribution was made,

(f) whether a payment made was made in cash or by cheque or in some other specified manner,

(g) whether an amount paid comprised full payment or part payment,

(h) details of any discount given for early payment,

(i) the balance of the account.

**24 Receipts**

For the purposes of section 97 (2) of the Act, each receipt issued by the treasurer of the owners corporation must include the following:

(a) the date of issue of the receipt,

(b) the amount of money received,

(c) the form (cash, cheque, postal order or other) in which the money was received,

(d) the name of the person on whose behalf the payment was made,

(e) if the payment is for a contribution to the administrative or capital works fund:

(i) a statement that the payment was made in respect of that contribution, and

(ii) the lot number in respect of which the contribution was made, and

(iii) the period in respect of which the payment is made (if relevant), and

(iv) details of any discount given for early payment,

(f) if the payment is not a payment referred to in paragraph (e)—particulars of the transaction in respect of which the payment is received,

(g) if the payment is received in respect of more than one transaction—the manner in which the payment is apportioned between transactions.

### 25 Limits on spending by large strata schemes

For the purposes of section 102 (1) of the Act, the prescribed amount for a proposed expenditure is $30,000.

### 26 Approval for legal services costs

(1) The amount of $15,000 is prescribed for the purposes of section 103 (2) (b) of the Act.

(2) For the purposes of section 103 of the Act, approval is not required under that section to the obtaining of legal services in relation to a matter that is not urgent if the cost of the legal services does not exceed $3,000.

## Part 4 Property management

### 27 Common property memorandum

The Common Property Memorandum, published in the Gazette and on the website of the Department of Finance, Services and Innovation on 30 November 2016 is prescribed for the purposes of section 107 (1) of the Act as the common property memorandum that may be adopted by the by-laws for a strata scheme.

**Note—**

The Common Property Memorandum cannot be modified by the adopting by-laws, except to exclude specified items that are not common property for the purposes of the particular strata scheme. Any common property by-law or a by-law made under section 108 of the Act prevails over the by-law adopting the Memorandum if it is inconsistent with the Memorandum (see section 107 (3) and (4) of the Act).

### 28 Minor renovations by owners

Work for the following purposes is prescribed as minor renovations for the purposes of section 110 (3) of the Act:

(a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,

(b) installing a rainwater tank,

(c) installing a clothesline,

(d) installing a reverse cycle split system air conditioner,

(e) installing double or triple glazed windows,

(f) installing a heat pump,

(g) installing ceiling insulation.

**Note—**

The work prescribed by this clause is subject to the requirements set out in section 110 (7) of the Act, including requirements that it does not involve structural changes, changes to the external appearance of a lot or waterproofing.

### 29 Initial maintenance schedule: section 115 of Act

(1) The initial maintenance schedule for the maintenance of the common property of a strata scheme must contain maintenance and inspection schedules for a thing that is on common property if the maintenance and inspection is reasonably required to avoid damage to the thing or a failure to function properly for its intended purpose.

(2) Without limiting the matters to be included in the initial maintenance schedule, maintenance and inspection schedules must be included for the following:

(a) exterior walls, guttering, downpipes and roof,

(b) pools and surrounds, including fencing and gates,

(c) air conditioning, heating and ventilation systems,

(d) fire protection equipment, including sprinkler systems, alarms and smoke detectors,

(e) security access systems,

(f) embedded networks and micro-grids.

(3) The following are to be included with or attached to the initial maintenance schedule:

(a) all warranties for systems, equipment or any other things referred to in the schedule,

(b) any manuals or maintenance requirements provided by manufacturers for any of those things,

(c) the name and contact details of the manufacturer and installer of any of those things.

(4) The schedule may be in hard copy or in an electronic form that is accessible by the owners corporation.

### 30 Window safety devices

(1) A building in a strata scheme is a building to which section 118 of the Act applies if the building contains lots used for residential purposes.

(2) A window within any such building is a window to which section 118 of the Act applies if:

(a) it is a window within the meaning of the *Building Code of Australia*, and

(b) it can be opened, and

(c) the lowest level of the window opening is less than 1.7 metres above the surface of any internal floor that abuts the wall of which it forms part, and

(d) that internal floor is 2 metres or more above the ground surface, or any external surface, below the window that abuts the wall, and

(e) it is a window on common property to which access can be gained from a residence in a strata scheme or a window on any part of the building that is part of a residence.

(3) A screen, lock or any other device is a complying window safety device for the purposes of section 118 of the Act if it:

(a) is capable of restricting the opening of a window so that a sphere having a diameter of 125 millimetres or more cannot pass through the window opening, and

(b) is capable of resisting an outward horizontal action of 250 newtons, and

(c) has a child resistant release mechanism, in the case of a device that can be removed, overridden or unlocked.

(4) In this clause:

***Building Code of Australia*** has the same meaning as it has in the *Environmental Planning and Assessment Act 1979*.

**31 Notification by owners of window safety devices**

An owner of a lot in a strata scheme who installs a window safety device under section 118 of the Act must give written notice of the installation to the owners corporation within 7 days after completion of the installation.

**Note—**

Section 262 of the Act sets out the manner in which a document is to be served on an owners corporation.

**32 Disposal of abandoned goods: section 125 of Act**

(1) This clause applies to goods left on common property (other than motor vehicles and things permitted by the owners corporation to remain on common property).

(2) The owners corporation may dispose of goods left on common property if:

(a) a disposal notice has been placed on or near the goods and the goods have not

been removed from the common property within the period specified in the disposal notice, or

(b) they are perishable goods, or

(c) they consist only of rubbish.

(3) A disposal notice must:

(a) not be less than the size of an A4 piece of paper, and

(b) be placed in a position or be in a material so that the contents of the notice are not likely to be detrimentally affected by weather, and

(c) describe the goods and state the date and time the notice was issued, and

(d) state that the goods will be disposed of if they are not removed from the common property before the date and time specified in the notice (being not earlier than 5 days after the notice was placed on or near the goods), and

(e) specify contact details for a member of the strata committee, the strata managing agent or a delegate of the owners corporation in relation to the notice.

(4) If the goods are so placed that they block an entrance or exit, the owners corporation may move the goods to another place on the common property before placing a disposal notice on or near the goods, and for that purpose the owners corporation is taken to be the owner of the goods.

(5) The owners corporation may dispose of the goods by selling them or in any other lawful manner and for that purpose is taken to be the owner of the goods.

(6) A purchaser of goods sold by an owners corporation in accordance with this clause acquires a good title to the goods freed and discharged of any interest of any person who would otherwise have an interest in the goods.

(7) The proceeds of a sale of goods under this clause are to be paid to the administrative fund of the owners corporation.

(8) The owners corporation must make a record of goods sold under this clause and keep the record for a period of not less than 12 months after the disposal.

(9) The record must contain the following particulars:

(a) a description of the goods,

(b) the date of the sale,

(c) the name and address of the purchaser,

(d) if sold by auction, the address of the principal place of business of the auctioneer.

(10) In this clause:

***motor vehicle*** has the same meaning as in the *Impounding Act 1993*.

**33 Tribunal may order payment of proceeds of disposal to owner**

The Tribunal may, on application by the owner of goods sold by an owners corporation to another person under clause 32, order that the owners corporation pay to the owner of the goods the proceeds of the sale, less the reasonable costs incurred by the owners corporation in selling the goods.

**34 Removal of motor vehicles: section 125 of Act**

(1) This clause applies to a motor vehicle left on common property that is placed so that it blocks an exit or entrance or otherwise obstructs the use of common property.

(2) The owners corporation may take action under this clause if the owners corporation has placed a removal notice on or near the motor vehicle and the requirements of the notice are not complied with within the period specified in the removal notice.

(3) A removal notice must:

(a) not be less than the size of an A4 piece of paper, and

(b) be placed in a position or be in a material so that the contents of the notice are not likely to be detrimentally affected by weather, and

(c) describe the motor vehicle and state the date and time the notice was issued, and

(d) state that the motor vehicle will be removed if it is not moved from the common property or so that it no longer obstructs common property before the date and time specified in the notice (being not earlier than 5 days after the notice was placed on or near the motor vehicle), and

(e) specify contact details for a member of the strata committee, the strata managing agent or a delegate of the owners corporation in relation to the notice.

(4) The owners corporation may cause a motor vehicle to be moved to another place on common property or to the nearest place to which it may be lawfully moved, or moved so that it no longer blocks an exit or entrance or otherwise obstructs the use of common property, and for that purpose the owners corporation is taken to be the owner of the motor vehicle.

(5) The Tribunal may, on application by the owners corporation, order that the owner of a motor vehicle moved to another place under this clause, pay to the owners corporation the reasonable costs incurred by the owners corporation in moving the motor vehicle.

(6) In this clause:

***motor vehicle*** has the same meaning as in the *Impounding Act 1993*.

## Part 5 By-laws

### 35 By-laws for schemes before Strata Schemes Management Act 1996

For the purposes of section 134 (3) of the Act, the by-laws for a strata scheme that was in existence before the commencement of the *Strata Schemes Management Act 1996* are the by-laws set out in Schedule 2.

**Note—**

By virtue of section 134 (3) of the Act, the by-laws also include any amendments to the by-laws set out in Schedule 2, and any additional by-laws made for the scheme, as in force before the commencement of section 134 of the Act. The by-laws may also be amended in accordance with the Act.

### 36 Occupancy limits—exception

(1) For the purposes of section 137 (3) (b) of the Act, a by-law that limits the number of adults who may reside in a lot has no effect if all of the adults who reside in the lot are related to each other.

(2) For the purposes of this clause, a person is related to another person who resides in a lot if:

(a) the person is the parent, guardian, grandparent, son, daughter, grandchild, brother, sister, uncle, aunt, niece, nephew or cousin of the other person, or

(b) the person is such a relative of the other person's spouse or de facto partner or former spouse or de facto partner, or

(c) the person is the spouse or de facto partner of the other person, or

(d) the person is the carer of, or is cared for by, the other person.

(3) For the purposes of this clause, a person who is an Aboriginal person or a Torres Strait Islander is also related to another person if the person is, or has been, part of the extended family or kin of the person according to the indigenous kinship system of the person's culture.

### 37 Model by-laws

For the purposes of section 138 of the Act, the by-laws set out in Schedule 3 are model by-laws that may be adopted, either in whole or in part, as the by-laws for a strata scheme.