

Annexure 'A'

Transfer Granting Easement Etc Over Own Land

Dominant tenement: 1/1205357

Servient tenement: 2/1205357

1. Easement for maintenance & repair 8.05, 10.99 and 12.9 wide

1.1 The owner of the lot benefited may:

- (a) access and use the easement site on the lot burdened for the purpose of carrying out necessary work on, or on any structure on, the lot benefited which cannot otherwise reasonably be carried out from the lot benefitted, and
- (b) do anything reasonably necessary for that purpose, including taking anything on to the lot burdened for the purpose of this easement.

1.2 In exercising these powers the owner of the lot benefited must:

- (a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) make good any damage to the lot burdened caused by the use of this easement.



2. Easement for construction purposes 8.05, 10.99 and 12.9 wide

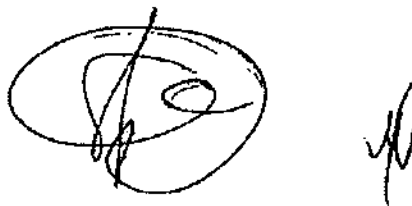
2.1 The owner of the lot benefited may:

- (a) access and use the easement site on the lot burdened for the purpose of carrying out construction and building work on, or on any structure on, the lot benefited which cannot otherwise reasonably be carried out from the lot benefitted, and
- (b) do anything reasonably necessary for that purpose, including taking anything on to the lot burdened for the purpose of this easement.

2.2 In exercising these powers the owner of the lot benefited must:

- (a) ensure that all occupational health and safety requirements are complied with, and
- (b) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (c) make good any damage to the lot burdened caused by the use of this easement.

2.3 This easement will cease upon the registration of the strata plan of subdivision of the lot benefitted.

The block contains two handwritten marks. On the left is a large, circular signature with a vertical line through it. To its right are the initials 'JP' written in a stylized, cursive manner.

ANNEXURE 'B'

SHOWING EASEMENT FOR MAINTENANCE & REPAIR
 AND EASEMENT FOR CONSTRUCTION PURPOSES
 AFFECTING LOT 2 IN DP 1205357

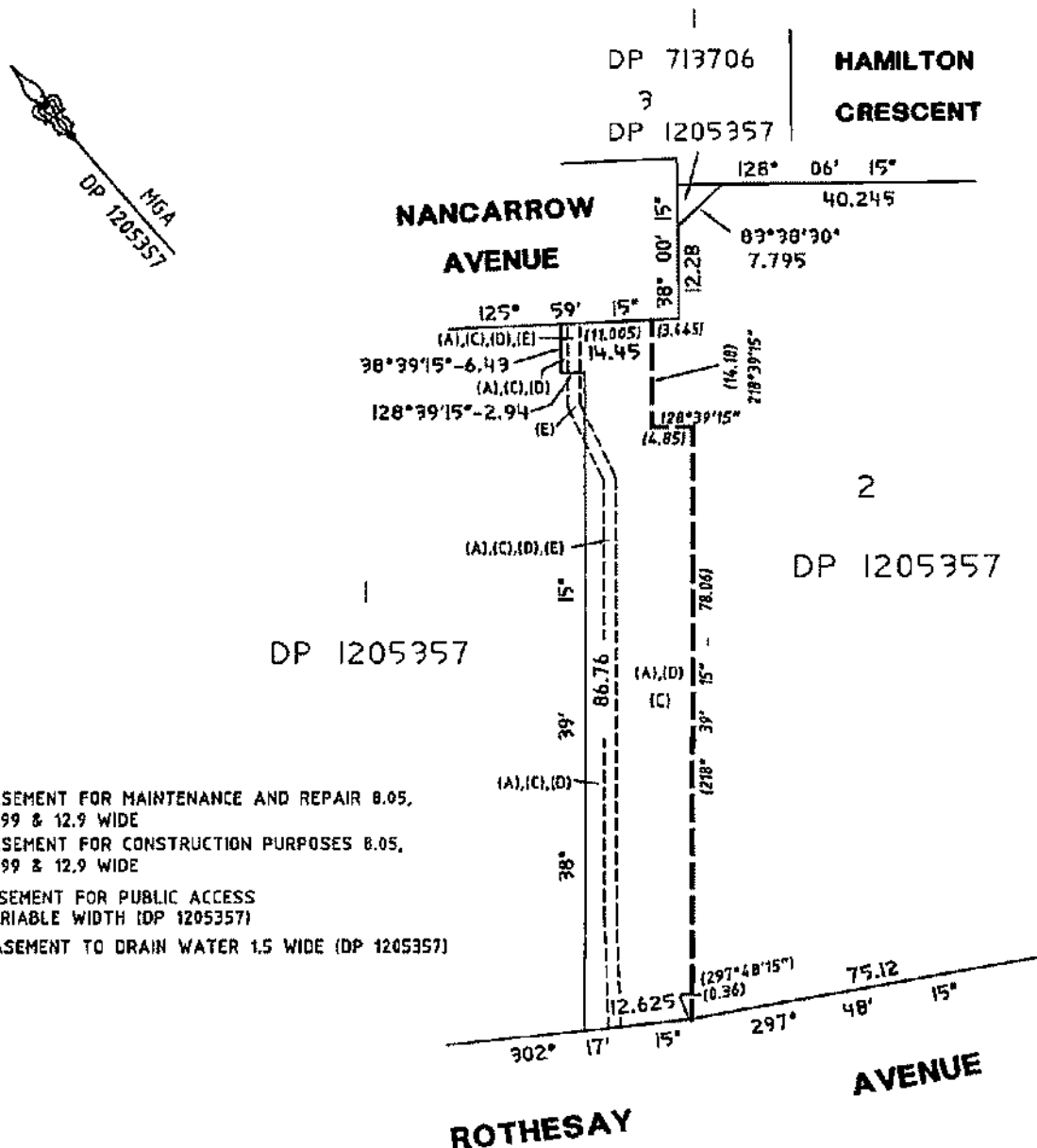
LGA
 LOCALITY

RYDE
 RYDE

R.R. 1:800

PARISH
 COUNTY

HUNTERS HILL
 CUMBERLAND



- (A) EASEMENT FOR MAINTENANCE AND REPAIR 8.05, 10.99 & 12.9 WIDE
- (C) EASEMENT FOR CONSTRUCTION PURPOSES 8.05, 10.99 & 12.9 WIDE
- (D) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (DP 1205357)
- (E) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1205357)

H RAMSAY & CO
 PO BOX 9082 HARRIS PARK 2150

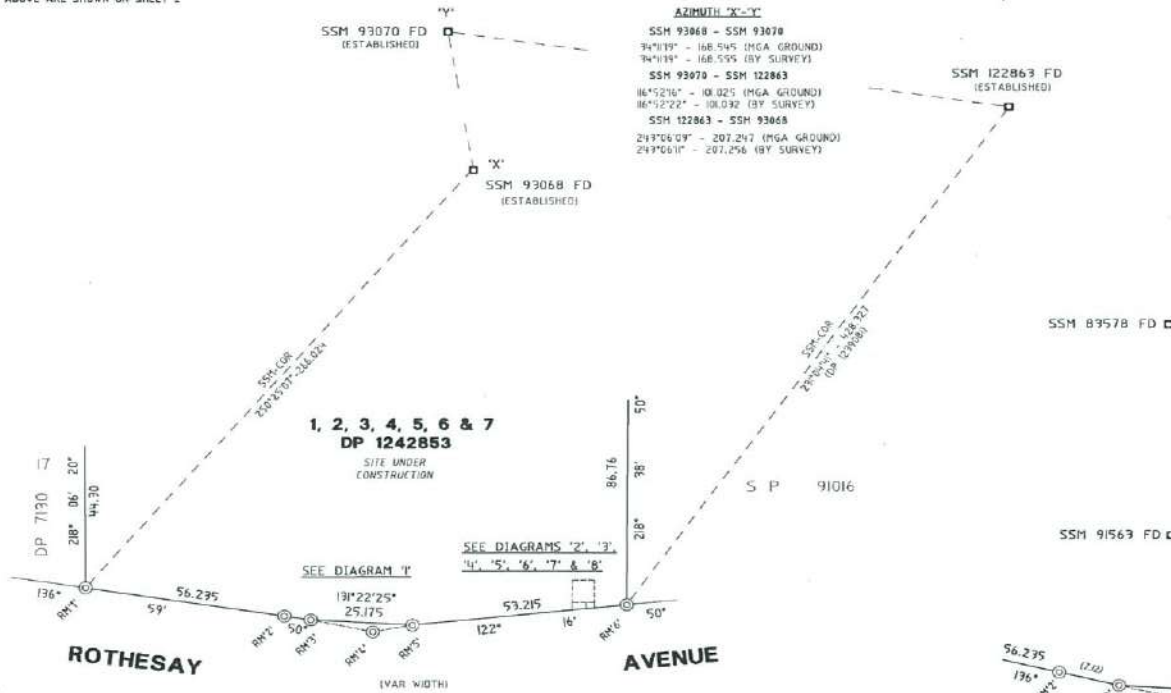
REF: 7723/11
 DATE: 7/5/2015

page 4 of 4

[Handwritten signature]

[Handwritten mark]

EASEMENT DETAILS FOR
BASEMENT LEVEL 2 AND BELOW ARE SHOWN ON SHEET 2
BASEMENT LEVEL 1 ARE SHOWN ON SHEET 2
LEVEL 1 ARE SHOWN ON SHEET 3
LEVEL 2 ARE SHOWN ON SHEET 1
LEVEL 3 ARE SHOWN ON SHEET 2
LEVEL 4 ARE SHOWN ON SHEET 2
LEVEL 5 AND ABOVE ARE SHOWN ON SHEET 2

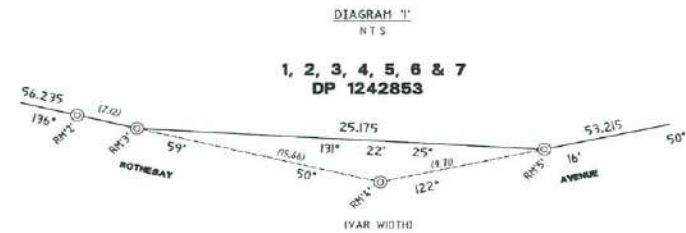


SURVEYING & SPATIAL INFORMATION REGULATION 2017							
MARK	M.G.A. CO-ORDINATES		ZONE		%		
	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE	
SSM 93068	329372.369	6254900.419	C	3	SCIMS	FD	
SSM 93070	329387.070	6254939.829	C	3	SCIMS	FD	
SSM 122863	329377.495	6254994.160	C	3	SCIMS	FD	
SSM 89578	329407.257	6255985.786	B	2	SCIMS	FD	
SSM 91563	329387.190	6255917.029	C	3	SCIMS	FD	
COMBINED SEA LEVEL SCALE FACTOR = 0.999976							
SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM SCIMS 6 MARCH 2018							

HEIGHT SCHEDULE				
MARK	AND VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION
SSM 89578	72.210	LC	L3	SCIMS ADOPTED
SSM 91563	12.728	LC	L3	FROM SCIMS - DATUM VALIDATION
DATE OF AND SCIMS VALUES 6-03-2018 HEIGHT DATUM: AHDT1				

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 89578	SSM 91563	-9.484	TRIGONOMETRIC HEIGHTING
SSM 91563	SSM 89578	9.479	TRIGONOMETRIC HEIGHTING
HEIGHT DATUM: AHDT1			

SCHEDULE OF REFERENCE MARKS			
No	MARK	REFERENCE	DP
RM1	RM DH&W FD	30°31'25"-17.85	1239081
RM2	RM DH&W FD	56°07'30"-9.6	1205357
RM3	RM DH&W FD	54°55'-12.715	1242853
RM4	RM DH&W FD	35°41'15"-14.52	1239081
RM5	RM DH&W TK	50°25'-13.01	1242853
RM6	RM DH&W TK	40°08'50"-14.785	1239081



SURVEYOR
Name: LACHLAN LEONARD HILLARD YOUNG
Date: 6 MARCH 2018
Reference: 8071-EASE

PLAN HEADING
PLAN OF EASEMENTS OVER LOT 1 AND 2
IN DP 1242853

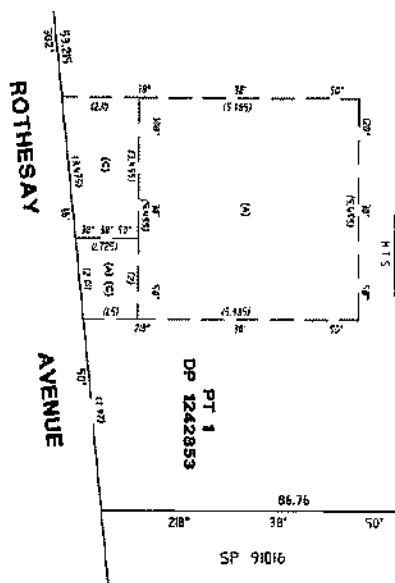
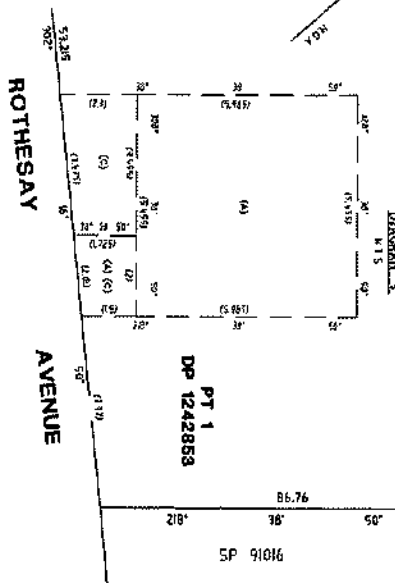
LGA: RYDE
Locality: RYDE
Reduction Ratio: 1: 800
Lengths are in metres

Registered:
26.09.2018

DP1246593

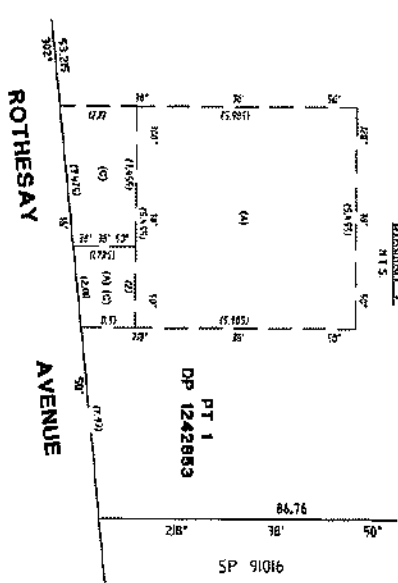
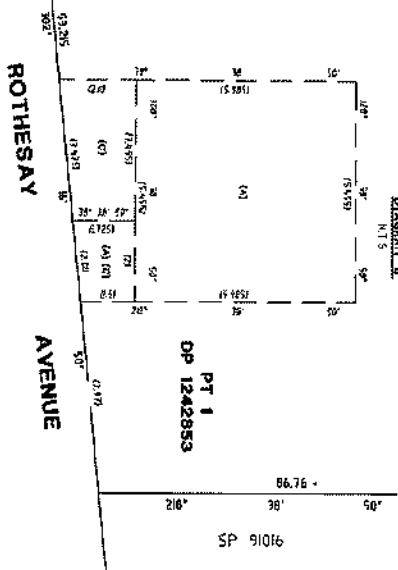
BASEMENT LEVEL ONE

LIMITED IN DEPTH TO RL 2.4 AND LIMITED IN
HEIGHT TO RL 6.18 UNLESS OTHERWISE STATED



LEVEL FOUR

LIMITED IN DEPTH TO RL 66.65 AND LIMITED IN WEIGHT TO RL 20.2 UNLESS OTHERWISE STATED



Name: MICHAEL LEONARD HILLARD YOUNG
 Date: 6 MAR 2018
 Reference: 8973-CSC

PLAN HEADING
PLAN OF EASEMENTS OVER LOT 1 AND 2
IN DP 1242853

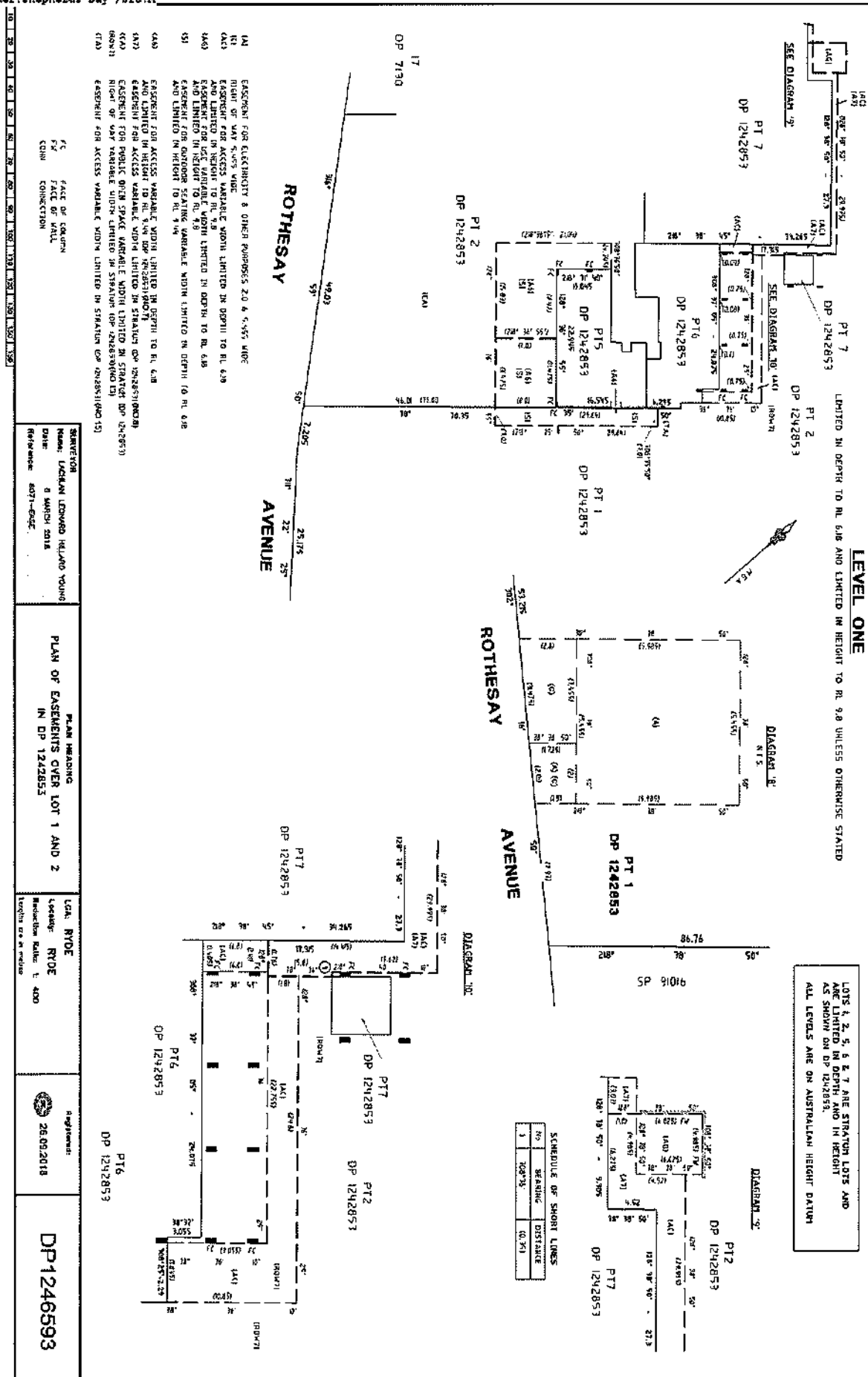
ICA: RYDE
Locality: RYDE
Production Rates: 6000
Longest core in metres

Final Report
26.09.2018

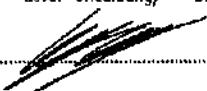
DP1246593

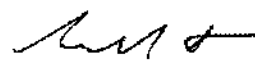
LIMITED IN DEPTH TO RL 6.18 AND LIMITED IN HEIGHT TO RL 9.0 UNLESS OTHERWISE STATED

LOTS 4, 2, 5, 6 & 7 ARE STRATTON LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON DP 1242053.



ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Registered:  26.09.2018 Title System: TORRENS		Office Use Only DP1246593			
PLAN OF EASEMENTS OVER LOT 1 AND 2 IN DP 1242853		LGA RYDE Locality: RYDE Parish: HUNTERS HILL County: CUMBERLAND			
SURVEY CERTIFICATE I, LACHLAN LEONARD HILLARD YOUNG RAMSAY SURVEYORS PTY LTD of 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 6 MARCH 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 17-7-2018 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: _____			
Plans used in preparation of survey/compilation. DP 1239081 DP 1242853 DP 1205357		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 No: _____ Consent Authority: _____ Date of Endorsement: _____ Subdivision Certificate No: _____ File No: _____ * Strike through if Inapplicable			
Surveyor's Reference: 8071-EASE		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)	
Registered:  26.09.2018	Office Use Only DP1246593
PLAN OF EASEMENTS OVER LOT 1 AND 2 IN DP 1242853	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.
Subdivision Certificate No: _____ Date of Endorsement: _____	
PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE: 1. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (AC) 2. EASEMENT FOR USE VARIABLE WIDTH LIMITED IN STRATUM (AG) 3. EASEMENT FOR OUTDOOR SEATING VARIABLE WIDTH LIMITED IN STRATUM (S) 4. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.0 & 5.455 WIDE (A) 5. RIGHT OF WAY 5.455 WIDE (C)  If space is insufficient use additional annexure sheet	
SURVEYOR'S REFERENCE: 8071-EASE	

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

Registered:



26.09.2018

Office Use Only

Office Use Only

PLAN OF EASEMENTS OVER LOT 1 AND
2 IN DP 1242853

DP1246593

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) 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.

Signed by 357 HPG
Pty Ltd ABN 59 133
364 084 pursuant to
s127 Corporations Act
2001

sign

SOLE DIRECTOR / SECRETARY

office (director or secretary)

SARKIS NASSIF

full name

Signed by Bayona
Projects Pty Ltd ABN
31 113 337 518
pursuant to s127
Corporations Act 2001

sign

SOLE DIRECTOR / SECRETARY

office (director or secretary)

SARKIS NASSIF

full name

Signed by the Mortgagee:

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee SIGNED by <u>Mack Mack</u> as attorney for Westpac Banking Corporation under power of attorney book 4299 No. 332 (Signature) <u>Tier Three Attorney</u> 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: <u>[Signature]</u> Name of witness: <u>Aaron Kwon</u> Address of witness: <u>Level 3, 275 Kent St Sydney NSW 2000</u>		s177EP Act requires that you must have known the signatory for more than 12 months or have signed the accompanying documentation.
--	--	--

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE:

8071-EASE

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

Registered:



26.09.2018

Office Use Only

Office Use Only

PLAN OF EASEMENTS OVER LOT 1 AND
2 IN DP 1242853

DP1246593

Subdivision Certificate No:

Date of Endorsement:

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

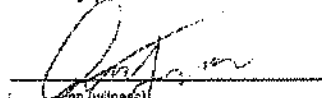
- A schedule of lots and addresses -See 60(c) SS/ Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals -See 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel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

Signed on behalf of
Alpha Distribution
Ministerial Holding
Corporation ABN 67
505 337 385 by


sign (authorised delegate)

RICHARD DEAT
as agent of Rob Michael Pratt
Whitfield, NSW
Treasury Secretary
(NSW Treasurer's
delegate under
delegation dated 24
November 2015)

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


sign (witness)

DAVID TSIAKIRIS
full name (witness)

Unit 28 32 Avenue Rd Sydney
address (witness)

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE:

8071-EASE

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 and Section 88A of the Conveyancing Act 1919

Lengths are in metres

Sheet 1 of 6 Sheets

Plan **DP1246593**

Plan of easements over Lot 1 and 2 in DP1242853

Name and address of Owner

357 HPG Pty Ltd ABN 59 133 364 084
 Suite 2, 2 Giffnock Avenue
 Macquarie Park NSW 2113

Bayone Projects Pty Ltd ABN 31 113 337 518
 Suite 2, 2 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 (AC)	Lot 2 IN DP 1242853	Lot 5 and 6 IN DP 1242853 SN
2.	Easement for use variable width limited in stratum (AG)	Lot 2 IN DP 1242853	Lot 5 and 6 IN DP 1242853 SN
3.	Easement for outdoor seating variable width limited in stratum (S)	Lot 1 * Lot 2 *	Lot 6 IN DP 1242853 Lot 5 and 6 IN DP 1242853 SN
4.	Easement for electricity and other purposes 2.0 & 5.455 wide (A)	Lot 1 IN DP 1242853 SN	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
5.	Right of way 5.455 wide (C)	Lot 1 IN DP 1242853 SN	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

* IN DP 1242853

Lengths are in metres

Sheet 2 of 6 Sheets

Plan

Plan of easements over Lot 1 and 2 in DP1242853

DP1246593

PART 2 (TERMS)

1. **Terms of easement for access variable width limited in stratum (AC) numbered 1 in the Plan**

Right of footway as defined in Part 2 of Schedule 8 of the Conveyancing Act 1919.

2. **Terms of easement for use variable width limited in stratum (AG) numbered 2 in the Plan**

The owner of the lot benefitted shall have the right to use the easement site subject to the following conditions:

- (a) The owner of the lot benefitted may use the easement site as a storage room and to install services to enable the use of the easement site for storage purposes only.
- (b) If the owner of the lot benefitted undertakes any work to the easement site he must ensure that:
 - (i) All work is undertaken by suitably qualified and certified tradespersons
 - (ii) All work undertaken is insured naming the owner of the lot burdened as a co-insured
 - (iii) A copy of the insurance policy must be given to the owner of the lot burdened and
 - (iv) If services are installed, all utility usage charges are separately metered and paid by the owner of the lot benefitted.
- (c) The owner of the lot benefitted indemnifies the owner of the lot burdened for any damage occasioned to the easement site due to the work or any use of the easement site.
- (d) The owner of the lot benefitted must not store any dangerous or combustible goods in or on the easement site.
- (e) The owner of the lot benefitted must ensure that the easement site and any foot path leading to the easement site is kept clean at all times.

Lengths are in metres

Sheet 3 of 6 Sheets

Plan

Plan of easements over Lot 1 and 2 in DP1242853

DP1246593

3. Terms of easement for outdoor seating variable width limited in stratum (S) numbered 3 in the Plan

The owner of the lot benefitted shall have the right to use the easement site subject to the following conditions:

- (a) The owner of the lot benefitted may use the easement site for the purposes of outdoor seating and to install services to enable the use of the easement site for outdoor seating only.
- (b) The owner of the lot benefitted must obtain the consent of any relevant regulatory authority to the use of the easement site for outdoor seating and must ensure that he complies with all the conditions for such use.
- (c) If the owner of the lot benefitted undertakes any work to the easement site he must ensure that:
 - (i) All work is undertaken by suitably qualified and certified tradespersons
 - (ii) All work undertaken is insured naming the owner of the lot burdened as a co-insured
 - (iii) A copy of the insurance policy must be given to the owner of the lot burdened
 - (iv) If services are installed, all utility usage charges are separately metered and paid by the owner of the lot benefitted and
 - (v) All fittings and fixtures contained or installed within the easement site is maintained in good condition at all times.
- (d) The owner of the lot benefitted indemnifies the owner of the lot burdened for any damage occasioned to the easement site due to the work or any use of the easement site.
- (e) The owner of the lot benefitted must not store any dangerous or combustible goods in or on the easement site.
- (f) The owner of the lot benefitted must ensure that the easement site is kept clean at all times.

Lengths are in metres

Sheet 4 of 6 Sheets

Plan

Plan of easements over Lot 1 and 2 in DP1242853

DP1246593

- 4. Terms of easement for electricity and other purposes 2.0 & 5.455 wide (A) numbered 4 in the Plan**

An easement for electricity and other purposes 2.0 & 5.455 wide (A) on the terms and conditions set out in memorandum registered number 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.

- 5. Terms of right of way 5.455 wide (C) numbered 5 in the Plan**

Right of footway as set out in Part 2 of Schedule 4A of the Conveyancing Act 1919.



Lengths are in metres

Sheet 5 of 6 Sheets

Plan

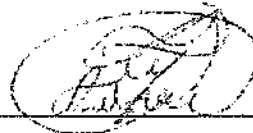
Plan of easements over Lot 1 and 2 in DP1242853

DP1246593

Signing Page

Signed by the registered proprietor

Signed by 357 HPG Pty
Ltd ABN 59 133 364 084
pursuant to s127
Corporations Act 2001



sign

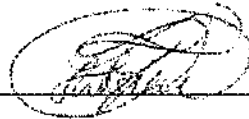
Sole Director / SECRETARY

office (director or secretary)

SARKIS NASSIF

full name

Signed by Bayone
Projects Pty Ltd ABN 31
113 337 518 pursuant to
s127 Corporations Act
2001



sign

Sole Director / SECRETARY

office (director or secretary)

SARKIS NASSIF

full name

Signed by the mortgagee

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee	
SIGNED by <u>Mark Nelson</u> 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:	<u>Aaron Kuan</u>
Name of witness:	Aaron Kuan
Address of witness:	Level 3, 275 Kent St Sydney NSW 2000
s127(2) Act requires that you must have known the signatory for more than 12 months or have other supporting documentation.	

Lengths are in metres

Sheet 6 of 6 Sheets

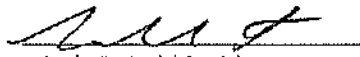
Plan

Plan of easements over Lot 1 and 2 in DP1242853

DP1246593

Signed by Alpha Distribution Ministerial Holding Corporation

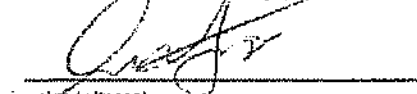
Signed on behalf of Alpha
Distribution Ministerial
Holding Corporation ABN
67 505 337 385 by


sign (authorised delegate)

RICHARD DEWITT
as agent of Rob Whitfield,
NSW Treasury Secretary
(NSW Treasurer's
delegate under delegation
dated 24 November 2015)

Michael Pratt

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


sign (witness)

DAVIDEN TSHIBIT
full name (witness)

Lot 1 & 52 Murrumbidgee Rd, Sydney
address (witness)

REGISTERED



26.09.2018

Form: 13PC
Release: 3-1

POSITIVE COVEN.
New South Wales



Section 88E(3) Conveyancing Act

AN708427N

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. Section 30B of the RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	1/1242853, 2/1242853 (PART FORMERLY IN 1/1239681)		
(B) LODGED BY	Document Collection Box IW	Name, Address or DX, Telephone, and Customer Account Number if any Holdmark Property Group Suite 2, 2-4 Giffnock Avenue Macquarie Park NSW 2113 Tel: 9889 5540 Reference: Sue Tan	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land Bayone Projects Pty Ltd ACN 113 337 518 357 HPG Pty Ltd ACN 133 364 084		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AI307418	Westpac Banking Corporation
	MORTGAGE	AI307447	WESTPAC BANKING CORPORATION
	MORTGAGE	AI958562	WESTPAC BANKING CORPORATION
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 Council of the City of Ryde		

(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: Mura Malek Signature of authorised officer: Daniel Pearse
Name of witness: MURA MALEK Name of authorised officer: DANIEL PEARSE
Address of witness: 3 Richardson Pl, North Ryde 2113 Position of authorised officer: Senior Coordinator, Development Engineering Services
Authorised delegate pursuant to s.377 Local Government Act 1993

(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 proprietors see Annexure A

Authority: SECTION 127 OF THE CORPORATIONS ACT 2001

Signature of authorised person: _____ Signature of authorised person: _____
Name of authorised person: _____ Name of authorised person: _____
Office held: _____ Office held: _____

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AI307418, 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: _____ Signature of mortgagee: _____
Name of witness: _____
Address of witness: _____

* s117 RP Act requires that you must have known the signatory for more than 12 months or have signed identifying documentation.
ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 1 of 4 TIME: 1303

RECEIVED
17 OCT 2018
10.20

Annexure: A to POSITIVE COVENANT

Parties:

Bayone Projects Pty Ltd ACN 113 337 518 and 357 HPG Pty Ltd ACN 133 364 084
Council of the City of Ryde

Dated:

Certified true and correct for the purposes of the Real Property Act 1900 and
executed on behalf of the company named below by the authorised person whose
signature appears below pursuant to the authority specified:

Company: 357 HPG Pty Ltd ACN 133 364 084
Authority: Section 127 of the Corporations Act 2001



Signature of authorised person:
Name of authorised person:
Office held:

Sarkis Nassif
Sole Director / SECRETARY

Certified true and correct for the purposes of the Real Property Act 1900 and
executed on behalf of the company named below by the authorised person whose
signature appears below pursuant to the authority specified:

Company: Bayone Projects Pty Ltd ACN 113 337 518
Authority: Section 127 of the Corporations Act 2001



Signature of authorised person:
Name of authorised person:
Office held:

Sarkis Nassif
Sole Director / SECRETARY

Signed by the Mortgagee

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee	
SIGNED by <u>GODHAME SMITH</u> as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332	
(Signature)	<u>[Signature]</u> 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	<u>[Signature]</u>
Name of witness	<u>Suetan</u>
Address of witness	<u>Level 3, 275 Kent St Sydney NSW 2000</u>
S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.	

Annexure B 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:

Bayone Projects Pty Ltd ACN 113 337 518 and 357 HPG Pty Ltd ACN 133 364 084 and Council of the City of Ryde

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;
- 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, 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 subparagraph 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.**

Council of the City of Ryde by its authorised delegate pursuant to s.377 Local Government Act 1993	
<u>DANIEL PEARSE</u> Name of delegate	<u>[Signature]</u> Signature of delegate
I certify that I am an eligible witness and that the delegate signed in my presence	
<u>[Signature]</u> Signature of Witness	<u>MURA MALEK</u> Name of Witness
Address of Witness: 3 Richardson Place, North Ryde NSW 2113	



K&L GATES

FILM WITH AN708427

12 October 2018

By hand

NSW Land Registry Services
1 Prince Albert Road
Queens Square
Sydney NSW 2000

Partner: Jason Opperman
jason.opperman@klgates.com
T +61 2 9513 2300

Contact: Caroline Harkins
caroline.harkins@klgates.com
T +61 2 9513 2411

Our ref: harkinc.oppermj.7410127.00095
Your ref: AN708427

Dear Sir / Madam

Westpac Banking Corporation ABN 33 007 457 141 and Bayone Projects Pty Limited ACN 113 337 518 & 357 HPG Pty Ltd ACN 133 364 084
Case Number: AN708427
Folio identifiers: 1/1242853 and 2/1242853
Re: Production of Mortgagee's consent to registration of dealings

We act for Westpac Banking Corporation (Westpac) in this matter.

Westpac is the mortgagee under mortgage no. A1307418, A1307447 and A1958562 over the property located at 12 Nancarrow Avenue, Ryde NSW being the land contained in folio identifiers 1/1242853 and 2/1242853.

We are instructed to consent to the registration of the following documents:

- AN708427 - Positive Covenant between Bayone Projects Pty Limited ACN 113 337 518 & 357 HPG Pty Ltd ACN 133 364 084 and Council of the City of Ryde;
- AN708428 - Transfer Granting Easement between Bayone Projects Pty Limited ACN 113 337 518 and Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385;
- AN708429 - Transfer Granting Easement between Bayone Projects Pty Limited ACN 113 337 518 and Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385; and
- SP97601 - Strata Plan Administration Sheet for Lot 2 in DP 1242853.

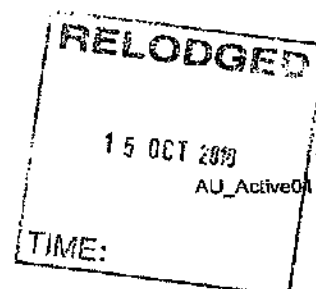
If you require further information please contact Caroline Harkins of our office on 02 9513 2411.

Yours sincerely

K&L Gates

K&L Gates

K&L GATES
LEVEL 31 1 O'CONNELL STREET SYDNEY NSW 2000 AUSTRALIA
LOCKED BAG 1 ROYAL EXCHANGE NSW 1225 DX 170 SYDNEY
T +61 2 9513 2300 F +61 2 9513 2399 klgates.com



Page 1 of 1

Form: 01TG
Release: 3-1

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900



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

(A) **TORRENS TITLE**

Servient Tenement 2/1242853 (PART FORMERLY IN 1/1239081)	Dominant Tenement An easement in gross pursuant to section 88A Conveyancing Act 1919
---	---

(B) **LODGED BY**

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

(C) **TRANSFEROR**

Bayone Projects Pty Ltd ACN 113 337 518 and 357 HPG Pty Ltd ABN 59 133 364 089

(D)

The transferor acknowledges receipt of the consideration of \$ 1.00
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

An easement for electricity and other purposes 2 and 5.62 wide more particularly described in Annexure B
--

(F)

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

(G) **TRANSFeree**

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

DATE

(H) **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: Bayone Projects Pty Ltd
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:
Office held:

Signature of authorised person: *see Annexure D & E*

Name of authorised person: Sarkis Nassif
Office held: Sole Director/Secretary

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence.
[See note* below].

Signature of witness:

Name of witness:
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name:
Signing on behalf of: See Annexure C
Power of attorney-Book:
-No.:

OFF XAU AK284190

ANNEXURE 'A'

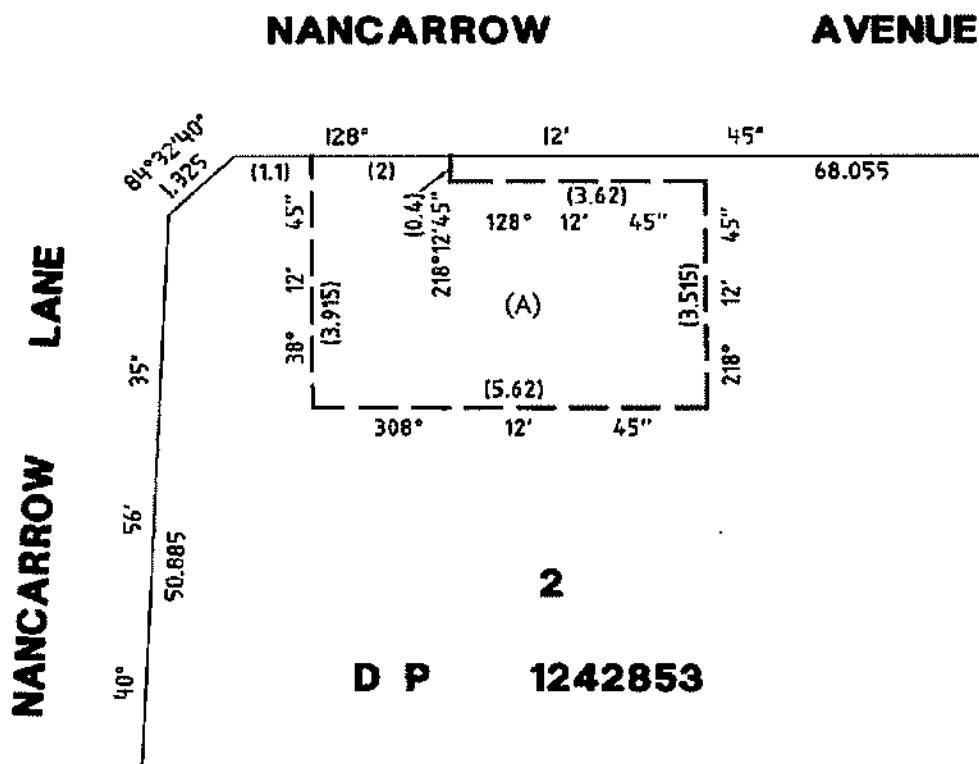
SHOWING EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
2 AND 5.62 WIDE
OVER LOT 2 IN DP 1242853

LGA COUNCIL OF THE CITY OF RYDE
LOCALITY RYDE

PARISH HUNTERS HILL
COUNTY CUMBERLAND

R.R. 1:100

(A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 & 5.62 WIDE ✓



RAMSAY SURVEYORS PTY LTD
PO BOX 2244 CARLINGFORD 2118

REF: 8071
DATE: 14/8/18

Annexure B to TRANSFER GRANTING EASEMENT

Parties:

Bayone Projects Pty Ltd ACN 113 337 518 and 357 HPG Pty Ltd ABN 59 133 364 084
Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

Dated: _____

~~24~~ Easement for electricity and other purposes 2 and 5.62 wide affecting that part of the servient tenement shown as "(A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 AND 5.62 WIDE" on the plan annexed and marked 'A' on the terms and conditions set out in memorandum registered number 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.

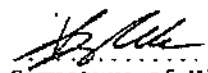
Annexure C to TRANSFER GRANTING EASEMENT

Parties:

Bayone Projects Pty Ltd ACN 113 337 518 and 357 HQG Pty Ltd ABN 59 133 364 089
Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

Dated: _____

Signed, sealed and delivered for and on
behalf of Alpha Distribution Ministerial
Holding Corporation
ABN 67 505 337 385 in the presence of:


Signature of Witness


Signature of Agent for Michael Pratt,
NSW Treasury Secretary (NSW Treasurer's
delegate under delegation dated
24 November 2015), on behalf of Alpha
Distribution Ministerial Holding
Corporation

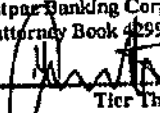
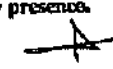
KEVIN PER
Print name of Witness

ANGELO KRIVETOS
Name of Agent in full

52 Martin Place, Sydney NSW 2000

Certified true and correct for the purposes of the Real Property Act 1919

Mortgagee:

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee.	
SIGNED by GRAHAME SMITH 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	
Name of witness	Mark Mason
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 identifying documentation.	



Annexure D to Transfer Granting Easement

Parties

Bayone Projects Pty Ltd ACN 113 337 518 and 357 HPG Pty Ltd ABN 59 133 369 284
Alpha Distribution Ministerial Holdings Corporation ABN 67 505 337 385

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

Company: **Bayone Projects Pty Ltd ACN 113 337 518**

Authority: **section 127 (1) Corporation Act 2001**

Signature of authorised person

A handwritten signature in black ink, enclosed within an oval border. The signature is stylized and appears to read 'Sarkis Nassif'.

Name of authorised person: **Sarkis Nassif**

Office Held: **Sole Director/Sole Secretary**

^E
Annexure ~~A~~ to Transfer Granting Easement

357 HPG Pty Ltd ABN 59 133 364 084 and 357 HPG Pty Ltd ABN 59 133 364 084.

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

Company: 357 HPG Pty Ltd ABN 59 133 364 084

Authority: section 127 (1) Corporation Act 2001

Signature of authorised person



Name of authorised person: Sarkis Nassif

Office Held: Sole Director/Sole Secretary



2 November 2018

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

**Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of
easement from Bayone Projects Pty Limited
Property: 6-18 Nancarrow Avenue, Ryde
Caveat No.: AK284202, AK284190 and AM854288
Our ref: HEM/AUS096-00720**

On behalf of Ausgrid (now ADMHC) we lodged caveat AK284202, AK284190 and AM854288 to protect ADMHC's interest under a Deed of Agreement for Easement.

We are instructed to consent to the registration of:

- 1 Plan of easements prepared by Lachlan Leonard Hillard Young surveyor (**Surveyor's Reference 8071-EASE**) lodged at New South Wales Land Registry Services and identified as DP1247265 and the accompanying s 88B instrument;
- 2 a strata plan of subdivision prepared by Lachlan Leonard Hillard Young surveyor (**Surveyor's Reference 8071**) lodged at New South Wales Land Registry Services and identified as SP97600 and any accompanying s 88B instrument.
- 3 a strata plan of subdivision prepared by Lachlan Leonard Hillard Young surveyor (**Surveyor's Reference 8072**) lodged at New South Wales Land Registry Services and identified as SP97601 and any accompanying s 88B instrument.

Caveats AK284202 and AM854288 should be lapsed from the title on the registration of the easement plan and s 88B instrument.

The caveator of Caveat AK284190 consents to the registration of Dealing AN708428 which is to lapse on the registration of that dealing.

If you require any additional information please contact our office.

Yours faithfully

A handwritten signature in black ink, appearing to read "Helen Murray", written over a horizontal line.

Special Counsel responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Newcastle
Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | darwin | melbourne | newcastle | perth | sydney | upper hunter

HEMMHT6551623215

K&L GATES

FILM WITH AN708428

12 October 2018

By hand

NSW Land Registry Services
1 Prince Albert Road
Queens Square
Sydney NSW 2000

Partner: Jason Opperman
jason.opperman@klgates.com
T +61 2 9513 2300

Contact: Caroline Harkins
caroline.harkins@klgates.com
T +61 2 9513 2411

Our ref: harkinc.oppemj.7410127.00095
Your ref: AN708427

Dear Sir / Madam

Westpac Banking Corporation ABN 33 007 457 141 and Bayone Projects Pty Limited ACN 113 337 518 & 357 HPG Pty Ltd ACN 133 364 084

Case Number: AN708427

Folio identifiers: 1/1242853 and 2/1242853

Re: Production of Mortgagee's consent to registration of dealings

We act for Westpac Banking Corporation (Westpac) in this matter.

Westpac is the mortgagee under mortgage no. A1307418, A1307447 and A1958562 over the property located at 12 Nancarrow Avenue, Ryde NSW being the land contained in folio identifiers 1/1242853 and 2/1242853.

We are instructed to consent to the registration of the following documents:

- AN708427 - Positive Covenant between Bayone Projects Pty Limited ACN 113 337 518 & 357 HPG Pty Ltd ACN 133 364 084 and Council of the City of Ryde;
- AN708428 - Transfer Granting Easement between Bayone Projects Pty Limited ACN 113 337 518 and Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385;
- AN708429 - Transfer Granting Easement between Bayone Projects Pty Limited ACN 113 337 518 and Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385; and
- SP97601 - Strata Plan Administration Sheet for Lot 2 in DP 1242853.

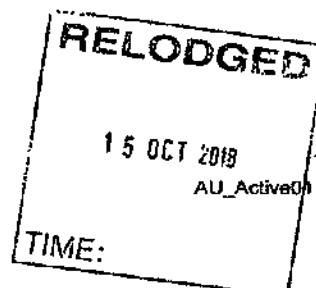
If you require further information please contact Caroline Harkins of our office on 02 9513 2411.

Yours sincerely

K&L Gates

K&L Gates

K&L GATES
LEVEL 31 1 O'CONNELL STREET SYDNEY NSW 2000 AUSTRALIA
LOCKED BAG 1 ROYAL EXCHANGE NSW 1225 DX 170 SYDNEY
T +61 2 9513 2300 F +61 2 9513 2399 kl gates.com



Page 1 of 1

Form: 01TG
Release: 3-1

**TRANSFER
GRANTING EASEMENT**
New South Wales
Real Property Act 1900



AN708429J

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

(A) **TORRENS TITLE**

Servient Tenement 2/1242853 (PART FORMERLY IN 1/1239081)	Dominant Tenement An easement in gross pursuant to section 88A Conveyancing Act 1919
---	---

(B) **LODGED BY**

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

(C) **TRANSFEROR**

Bayone Projects Pty Ltd ACN 113 337 518 and 357 HAG PT LTD ABN 59 133 360 089
--

(D)

The transferor acknowledges receipt of the consideration of \$ 1.00
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

A right of way (for Personnel Access) 1.1 wide more particularly described in Annexure B
--

(F)

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

(G)

Encumbrances (if applicable):

(G) **TRANSFeree**

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

DATE

(H) **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: Bayone Projects Pty Ltd
Authority: section 127 of the Corporations Act 2001

see Annexure D - E

Signature of authorised person:

Signature of authorised person:

Name of authorised person:
Office held:

Name of authorised person: Sarkis Nassif
Office held: Sole Director/Secretary

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence.
[See note* below].

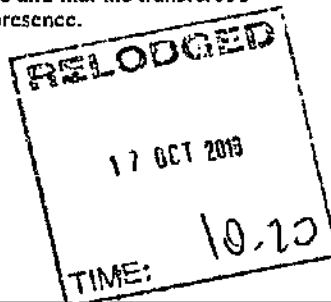
Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness:
Address of witness:

Attorney's name: See Annexure C
Signing on behalf of:
Power of attorney-Book:
-No.:



Handwritten signatures and initials

ANNEXURE 'A'

SHOWING RIGHT OF WAY (FOR PERSONNEL ACCESS) 1.1 WIDE
OVER LOT 2 IN DP 1242853

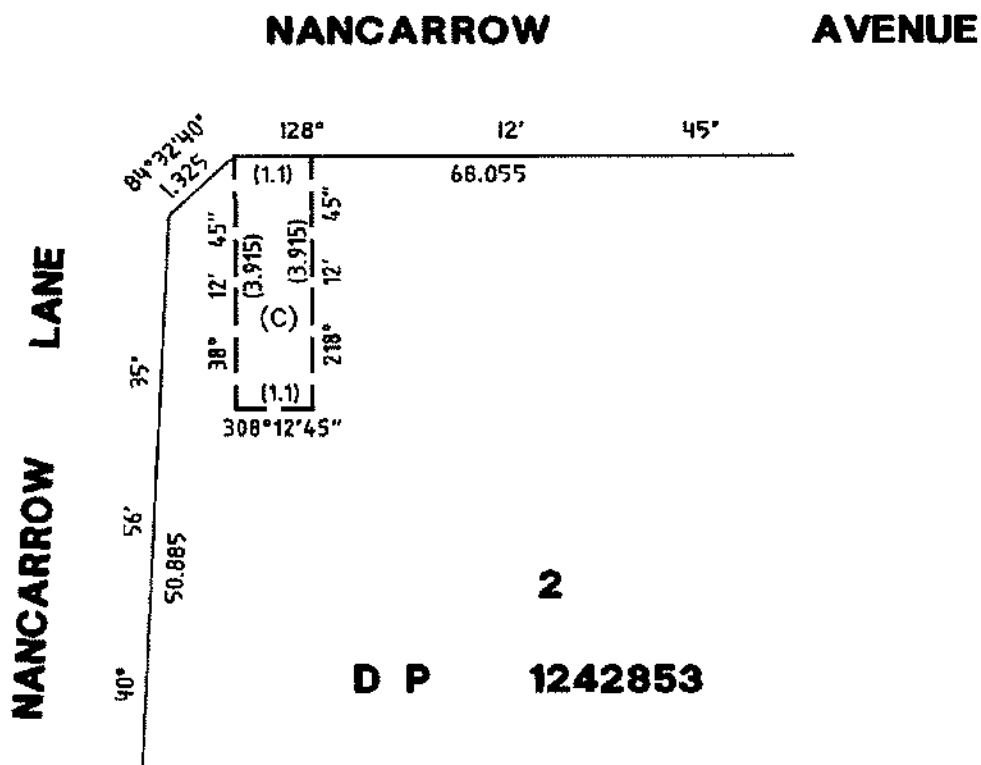
LGA COUNCIL OF THE CITY OF RYDE
LOCALITY RYDE

PARISH HUNTERS HILL
COUNTY CUMBERLAND

R.R. 1:100



(C) RIGHT OF WAY (FOR PERSONNEL ACCESS) 1.1 WIDE



RAMSAY SURVEYORS PTY LTD
PO BOX 2244 CARLINGFORD 2118

REF: 8071
DATE: 14/8/18

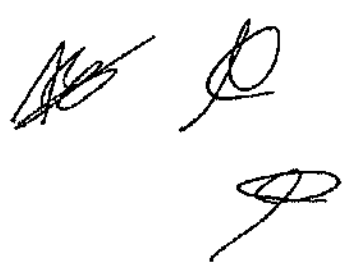
Annexure B to TRANSFER GRANTING EASEMENT

Parties:

Bayone Projects Pty Ltd ACN 113 337 518 and 357 HPQ Pty Ltd ACN 59 133 364 084
Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

Dated: _____

* ^{in fact} right of way (Personnel Access) 1.1 wide affecting that part of the servient
tenement shown as "(C) RIGHT OF WAY (FOR PERSONNEL ACCESS) 1.1 WIDE" on the plan
annexed and marked 'A' on the terms and conditions as set out in Part 2 of Schedule
4A of the Conveyancing Act 1919.

Handwritten signatures and initials in the bottom right corner of the page.

Annexure C to TRANSFER GRANTING EASEMENT

Parties:

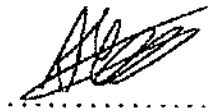
Bayone Projects Pty Ltd ACN 113 337 518 and 357 HGV Pty Ltd ABN 59 193 364 087
Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

Dated: _____

Signed, sealed and delivered for and on)
behalf of Alpha Distribution Ministerial)
Holding Corporation)
ABN 67 505 337 385 in the presence of:)


Signature of Witness

KEVIN PEK
Print name of Witness


Signature of Agent for Michael Pratt,
NSW Treasury Secretary (NSW Treasurer's
delegate under delegation dated
24 November 2015), on behalf of Alpha
Distribution Ministerial Holding
Corporation

ANGELO KRIVETOS
Name of Agent in full

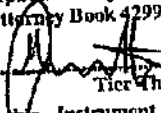
52 Martin Place, Sydney NSW 2000

Certified true and correct for the purposes of the Real Property Act 1919

Mortgagee:

Certified correct for the purposes of the
Real Property Act 1960 by the Mortgagee

SIGNED by GRAHAME SMITH
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: 

Name of witness: Mark Mason

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 identifying documentation.



Annexure D to Transfer Granting Easement

Parties

Bayone Projects Pty Ltd ACN 113 337 518

Alpha Distribution Ministerial Holdings Corporation ABN 67 505 337 385

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

Company: **Bayone Projects Pty Ltd ACN 113 337 518**

Authority: section 127 (1) Corporation Act 2001

Signature of authorised person

A handwritten signature in black ink, enclosed within an oval shape. The signature appears to be 'Sarkis Nassif'.

Name of authorised person: **Sarkis Nassif**

Office Held: **Sole Director/Sole Secretary**

^E
Annexure A to Transfer Granting Easement

357 HPG Pty Ltd ABN 59 133 364 084 and Bayone Projects Pty Ltd ABN 133 337 518
Alpha Distribution Ministerial Holdings Corporation ABN 67 505 337 385

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

Company: 357 HPG Pty Ltd ABN 59 133 364 084

Authority: section 127 (1) Corporation Act 2001

Signature of authorised person



Name of authorised person: Sarkis Nassif

Office Held: Sole Director/Sole Secretary



2 November 2018

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of easement from Bayona Projects Pty Limited

Property: 6-18 Nancarrow Avenue, Ryde

Caveat No.: AK284202, AK284190 and AM854288

Our ref: HEM/AUS096-00720

On behalf of Ausgrid (now ADMHC) we lodged caveat AK284202, AK284190 and AM854288 to protect ADMHC's interest under a Deed of Agreement for Easement.

We are instructed to consent to the registration of:

- 1 Plan of easements prepared by Lachlan Leonard Hillard Young surveyor (**Surveyor's Reference 8071-EASE**) lodged at New South Wales Land Registry Services and identified as DP1247265 and the accompanying s 88B instrument;
- 2 a strata plan of subdivision prepared by Lachlan Leonard Hillard Young surveyor (**Surveyor's Reference 8071**) lodged at New South Wales Land Registry Services and identified as SP97600 and any accompanying s 88B instrument.
- 3 a strata plan of subdivision prepared by Lachlan Leonard Hillard Young surveyor (**Surveyor's Reference 8072**) lodged at New South Wales Land Registry Services and identified as SP97601 and any accompanying s 88B instrument.

Caveats AK284202 and AM854288 should be lapsed from the title on the registration of the easement plan and s 88B instrument.

The caveator of Caveat AK284190 consents to the registration of Dealing AN708428 which is to lapse on the registration of that dealing.

If you require any additional information please contact our office.

Yours faithfully

A handwritten signature in black ink, appearing to read "Helen Murray", written over a horizontal line.

Special Counsel responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Newcastle
Sparke Helmore Building, Level 7, 26 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7289 | DX 7629 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | darwin | melbourne | newcastle | perth | sydney | upper hunter

HEM\HMT\6551623215

Page 7 of 7

K&L GATES

FILM WITH AN708429

12 October 2018

By hand

NSW Land Registry Services
1 Prince Albert Road
Queens Square
Sydney NSW 2000

Partner: Jason Opperman
jason.opperman@klgates.com
T +61 2 9513 2300

Contact: Caroline Harkins
caroline.harkins@klgates.com
T +61 2 9513 2411

Our ref: harkinc.oppermj.7410127.00095
Your ref: AN708427

Dear Sir / Madam

Westpac Banking Corporation ABN 33 007 457 141 and Bayone Projects Pty Limited ACN 113 337 518 & 357 HPG Pty Ltd ACN 133 364 084

Case Number: AN708427

Folio identifiers: 1/1242853 and 2/1242853

Re: Production of Mortgagee's consent to registration of dealings

We act for Westpac Banking Corporation (Westpac) in this matter.

Westpac is the mortgagee under mortgage no. A1307418, A1307447 and A1958562 over the property located at 12 Nancarrow Avenue, Ryde NSW being the land contained in folio identifiers 1/1242853 and 2/1242853.

We are instructed to consent to the registration of the following documents:

- AN708427 - Positive Covenant between Bayone Projects Pty Limited ACN 113 337 518 & 357 HPG Pty Ltd ACN 133 364 084 and Council of the City of Ryde;
- AN708428 - Transfer Granting Easement between Bayone Projects Pty Limited ACN 113 337 518 and Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385;
- AN708429 - Transfer Granting Easement between Bayone Projects Pty Limited ACN 113 337 518 and Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385; and
- SP97601 - Strata Plan Administration Sheet for Lot 2 in DP 1242853.

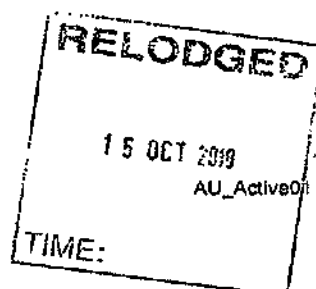
If you require further information please contact Caroline Harkins of our office on 02 9513 2411.

Yours sincerely

K&L Gates.

K&L Gates

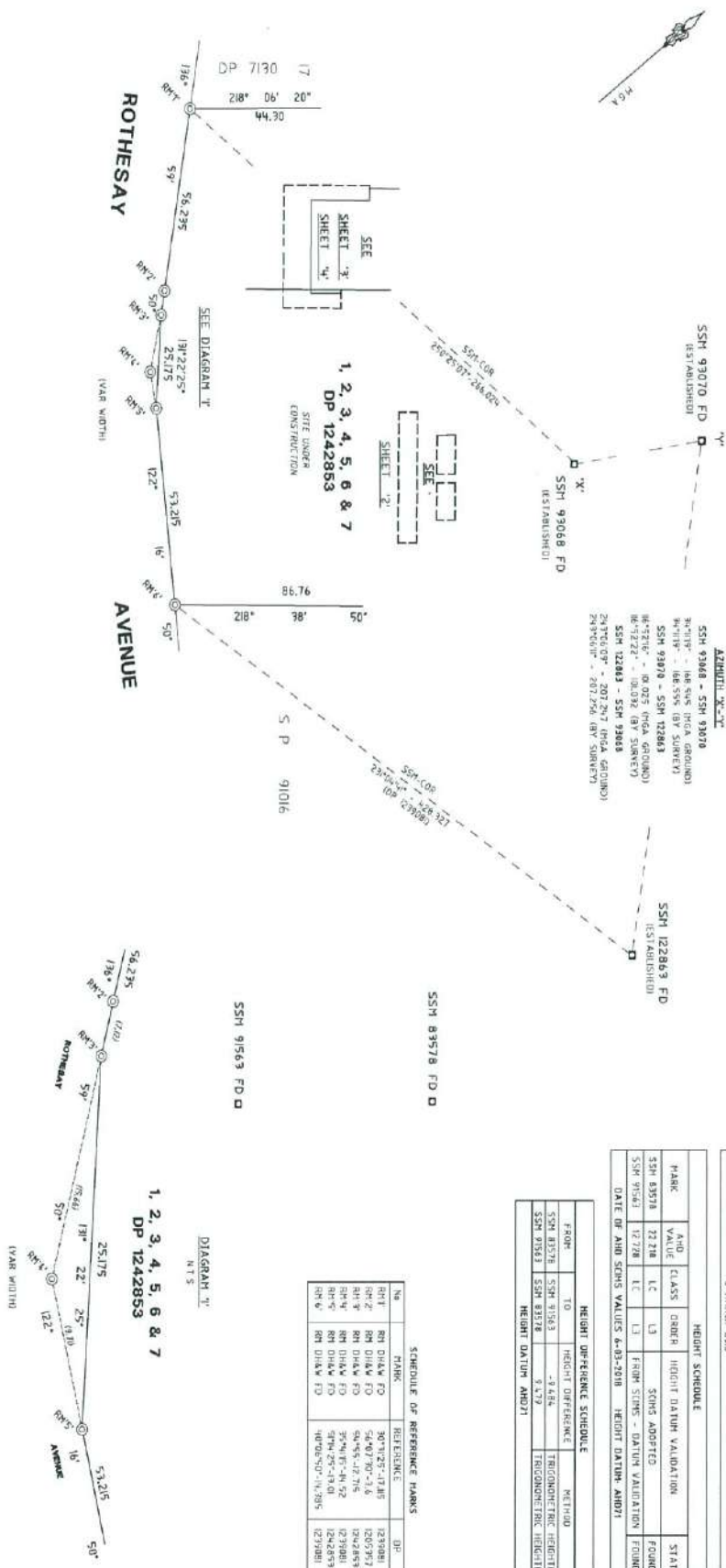
K&L GATES
LEVEL 31 1 O'CONNELL STREET SYDNEY NSW 2000 AUSTRALIA
LOCKED BAG 1 ROYAL EXCHANGE NSW 1225 DX 170 SYDNEY
T +61 2 9513 2300 F +61 2 9513 2399 kl gates.com



AU_Active01 903709584v1 MIRANDM

Page 1 of 1

EASCHMENT DETAILS FOR BASEMENT LEVEL ONE ARE SHOWN ON SHEET 2
EASCHMENT DETAILS FOR LEVELS 1 ARE SHOWN ON SHEET 3
EASCHMENT DETAILS FOR LEVELS 2 ARE SHOWN ON SHEET 4

[illegible]

HEIGHT SCHEDULE					
PARC	ADD	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATUS
35H 85578	22.248	LC	1.3	\$CHS ADJUSTED	FOUND
53H 91563	12.728	LC	1.3	FROM STMS - DATUM VALIDATION	FOUND
DATE OF ADD CHGS VALUES 6-30-2018			HEIGHT DATUM: AHD01		

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 83528	SSM 91563	-8.486	TRIGONOMETRIC HEIGHTING
SSM 91563	SSM 83518	9.479	TRIGONOMETRIC HEIGHTING
HEIGHT DATUM AHD21			

SCHEDULE OF REFERENCE PANS			
No	MARK	REFERENCE	DP
RH-1	RH DHAU FO	30°12'25"-17.815	123°0081
RH-2	RH DHAU FO	56°06'30"-1.6	126°0357
RH-3	RH DHAU FO	64°55'42"-715	124°2875
RH-4	RH DHAU FO	35°41'18"-18.52	123°0081
RH-5	RH DHAU FO	35°41'25"-19.01	124°2875
RH-6	RH DHAU FO	40°02'50"-11.395	123°0081

SURVEYOR
Name: LACHELAN LEONARD HILLARD YOUNG
Date: 6 MARCH 2018
Reference: B071-ESE 2

PLAN HEADING
PLAN OF EASEMENTS OVER LOTS 1 AND 2
IN DP 1242853

LGA RYDE
Locality: RYDE
Reduction Ratio: 1: 800
Lengths are in metres.

Registered:
16.11.2018

DP1247265

BASEMENT LEVEL ONE

LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.10 UNLESS OTHERWISE STATED

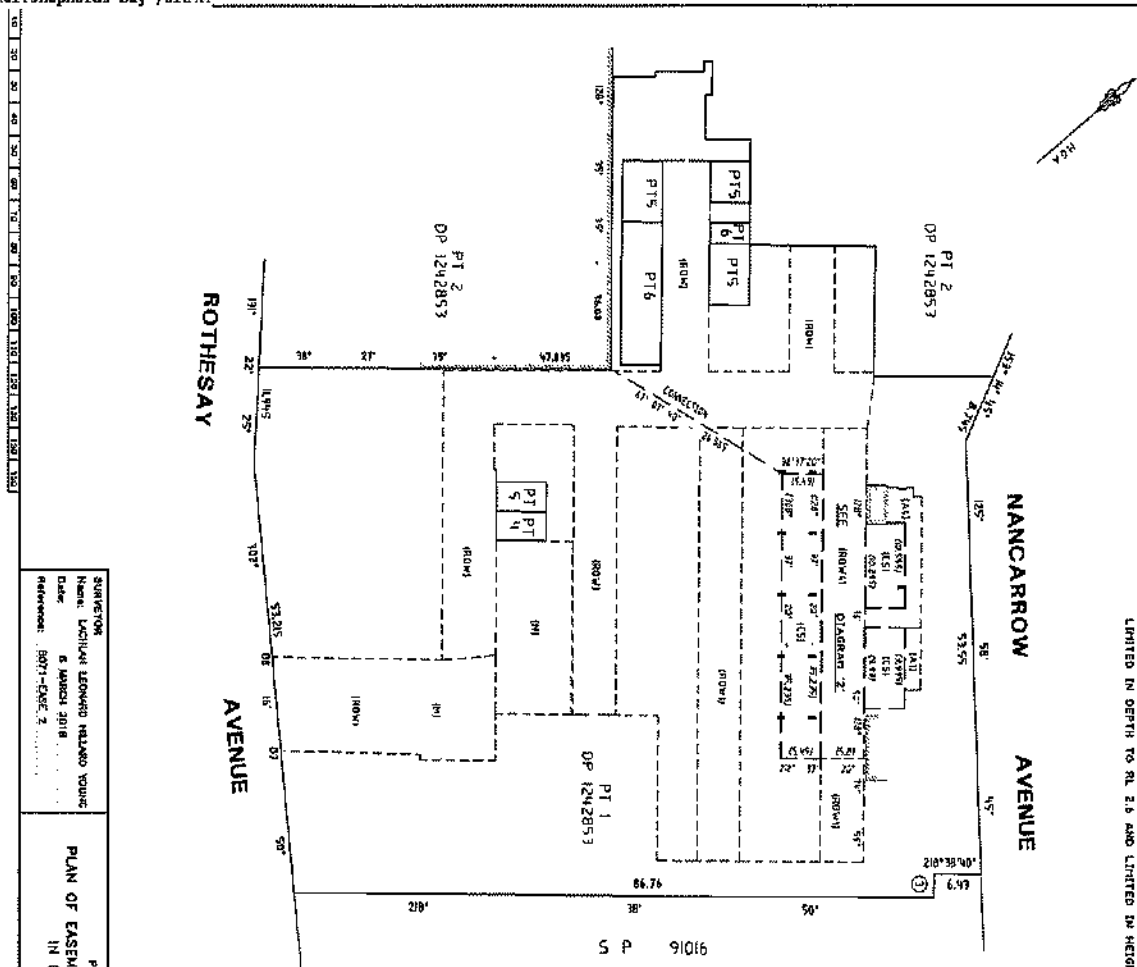
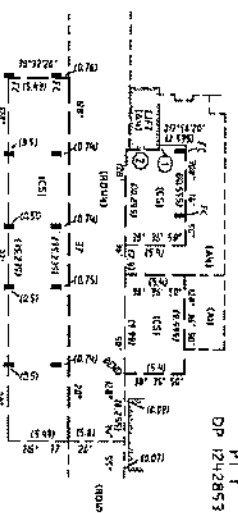


DIAGRAM 2:



SCHEDULE OF SHORT LINES

REG	BEARING	DISTANCE
1	N 4° 34' 45" E	10.71 FM
2	212° 56' 20"	12.86 S FM
3	N 8° 10' 10" E	2.94

FC PAGE OF COLUMN

(CS) CASEMENT FOR CARPARKING VARIABLE M10M LIMITED IN DEPTH TO RL 2 ? AND LIMITED IN HEIGHT TO RL 49

PI1 -	06/00165	PI 4	DP 12/26/83
PI5 -	06/00165	PI 5	DP 12/26/83
PI6 -	06/00165	PI 6	DP 12/26/83
PI7 -	06/00165	PI 7	DP 12/26/83
PI8 -	06/00165	PI 8	DP 12/26/83
PI9 -	06/00165	PI 9	DP 12/26/83
PI10 -	06/00165	PI 10	DP 12/26/83
PI11 -	06/00165	PI 11	DP 12/26/83
PI12 -	06/00165	PI 12	DP 12/26/83
PI13 -	06/00165	PI 13	DP 12/26/83
PI14 -	06/00165	PI 14	DP 12/26/83
PI15 -	06/00165	PI 15	DP 12/26/83
PI16 -	06/00165	PI 16	DP 12/26/83
PI17 -	06/00165	PI 17	DP 12/26/83
PI18 -	06/00165	PI 18	DP 12/26/83
PI19 -	06/00165	PI 19	DP 12/26/83
PI20 -	06/00165	PI 20	DP 12/26/83
PI21 -	06/00165	PI 21	DP 12/26/83
PI22 -	06/00165	PI 22	DP 12/26/83
PI23 -	06/00165	PI 23	DP 12/26/83
PI24 -	06/00165	PI 24	DP 12/26/83
PI25 -	06/00165	PI 25	DP 12/26/83
PI26 -	06/00165	PI 26	DP 12/26/83
PI27 -	06/00165	PI 27	DP 12/26/83
PI28 -	06/00165	PI 28	DP 12/26/83
PI29 -	06/00165	PI 29	DP 12/26/83
PI30 -	06/00165	PI 30	DP 12/26/83
PI31 -	06/00165	PI 31	DP 12/26/83
PI32 -	06/00165	PI 32	DP 12/26/83
PI33 -	06/00165	PI 33	DP 12/26/83
PI34 -	06/00165	PI 34	DP 12/26/83
PI35 -	06/00165	PI 35	DP 12/26/83
PI36 -	06/00165	PI 36	DP 12/26/83
PI37 -	06/00165	PI 37	DP 12/26/83
PI38 -	06/00165	PI 38	DP 12/26/83
PI39 -	06/00165	PI 39	DP 12/26/83
PI40 -	06/00165	PI 40	DP 12/26/83
PI41 -	06/00165	PI 41	DP 12/26/83
PI42 -	06/00165	PI 42	DP 12/26/83
PI43 -	06/00165	PI 43	DP 12/26/83
PI44 -	06/00165	PI 44	DP 12/26/83
PI45 -	06/00165	PI 45	DP 12/26/83
PI46 -	06/00165	PI 46	DP 12/26/83
PI47 -	06/00165	PI 47	DP 12/26/83
PI48 -	06/00165	PI 48	DP 12/26/83
PI49 -	06/00165	PI 49	DP 12/26/83
PI50 -	06/00165	PI 50	DP 12/26/83
PI51 -	06/00165	PI 51	DP 12/26/83
PI52 -	06/00165	PI 52	DP 12/26/83
PI53 -	06/00165	PI 53	DP 12/26/83
PI54 -	06/00165	PI 54	DP 12/26/83
PI55 -	06/00165	PI 55	DP 12/26/83
PI56 -	06/00165	PI 56	DP 12/26/83
PI57 -	06/00165	PI 57	DP 12/26/83
PI58 -	06/00165	PI 58	DP 12/26/83
PI59 -	06/00165	PI 59	DP 12/26/83
PI60 -	06/00165	PI 60	DP 12/26/83
PI61 -	06/00165	PI 61	DP 12/26/83
PI62 -	06/00165	PI 62	DP 12/26/83
PI63 -	06/00165	PI 63	DP 12/26/83
PI64 -	06/00165	PI 64	DP 12/26/83
PI65 -	06/00165	PI 65	DP 12/26/83
PI66 -	06/00165	PI 66	DP 12/26/83
PI67 -	06/00165	PI 67	DP 12/26/83
PI68 -	06/00165	PI 68	DP 12/26/83
PI69 -	06/00165	PI 69	DP 12/26/83
PI70 -	06/00165	PI 70	DP 12/26/83
PI71 -	06/00165	PI 71	DP 12/26/83
PI72 -	06/00165	PI 72	DP 12/26/83
PI73 -	06/00165	PI 73	DP 12/26/83
PI74 -	06/00165	PI 74	DP 12/26/83
PI75 -	06/00165	PI 75	DP 12/26/83

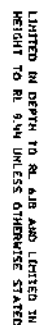
SURVIVOR
Name: LACHLAN LEONARD RELLARD YOUNG
Date: 6 MARCH 2018
Reference: B071-EXSE 2

PLAN HEADLINE
PLAN OF EASEMENTS OVER LOTS 1 AND 2
IN DP #242853

AGA: RYDE
LOCALITY: RYDE
Reduction Factor: 400
Longitude in meters

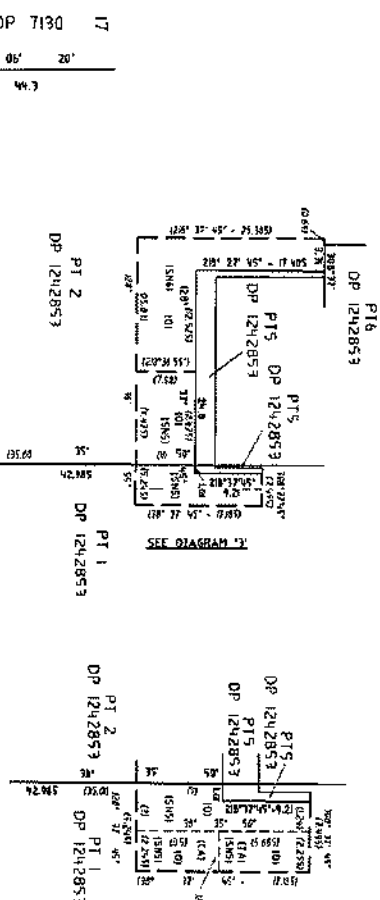
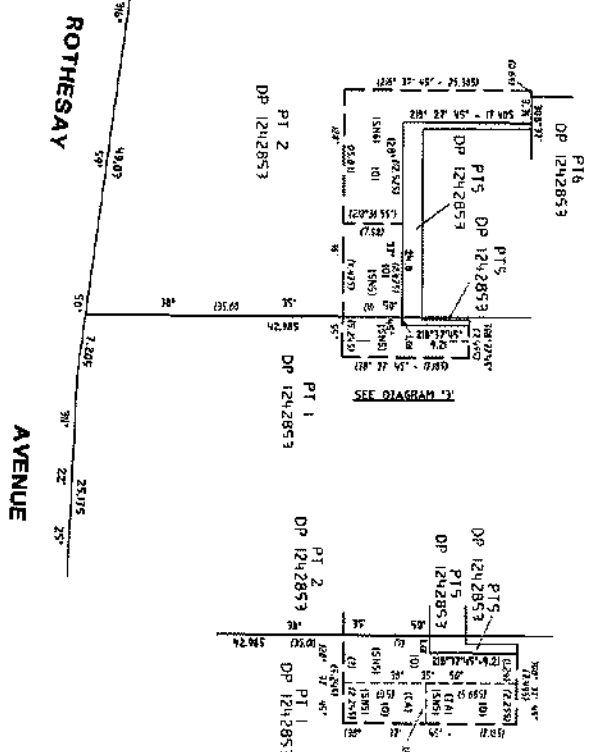
15.11.2018

DP1247265



LIMITED IN DEPTH TO RL 9.44 AND LIMITED TO
HEIGHT TO RL 9.8 UNLESS OTHERWISE STATED

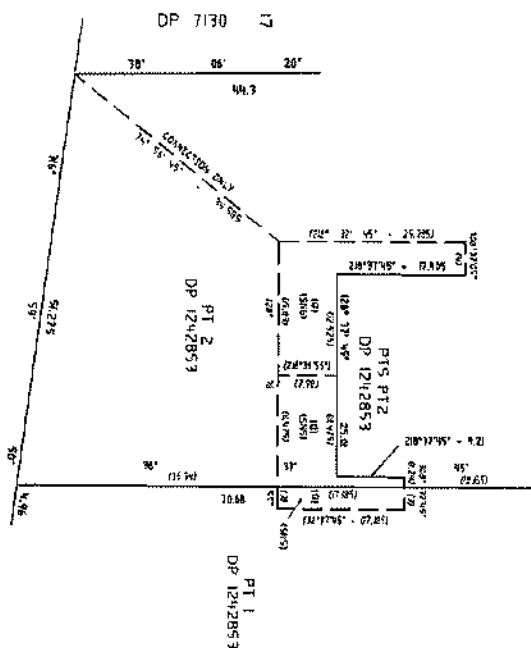
LEVEL ONE



- | | |
|------|---|
| 0590 | EASTERN FROM SIGNAGE VARIABLE WIDTH LIMITED IN DEPTH TO RL 6.8 AND LIMITED IN WIDTH TO RL 9.4 AND 10.1 |
| 0596 | EASTERN FOR SIGNAGE VARIABLE WIDTH LIMITED IN DEPTH TO RL 6.8 AND LIMITED IN WIDTH TO RL 9.4 AND 10.1 |
| 060 | EASTERN FOR ADJACENT VARIABLE WIDTH LIMITED IN STRIKING TOP 1242553 |
| 0640 | EASTERN FOR ACCESS VARIABLE WIDTH LIMITED IN STRIKING TOP 1242583 |
| 0530 | EASTERN FOR OUTDOOR SEATING VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.18 AND IN HEIGHT TO RL 9.48 AND 10.04 |
| 0540 | EASTERN FOR OUTDOOR SEATING VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.18 AND IN HEIGHT TO RL 9.48 AND 10.04 |
| 0620 | EASTERN FOR PUBLIC OPEN SPACE VARIABLE WIDTH LIMITED IN STRIKING TOP 1242593 |
| 0640 | EASTERN FOR ACCESS VARIABLE WIDTH LIMITED IN STRIKING TOP 1242593 |

SURVEYOR NAME: LACHLAN EDWARD HALLIDAY VOLING DATE: 6 MARCH 2018 Reference: 8071-DOCS 2	PLAN BEARING PLAN OF EASEMENTS OVER LOTS 1 AND 2 IN DP 1242853	L&A: RYDE Locality: RYDE Section: 400 Locality Code: n.indus	Registered:  18.11.2018	DP1247265
--	--	---	---	-----------

LEVEL TWO
 LIMITED IN DEPTH TO RL 9.8 AND LIMITED IN
 HEIGHT TO RL 12.5 UNLESS OTHERWISE STATED



- (450) EXISTING FOR VISUAL VARIATION WITH LIMITED IN DEPTH
 TO RL 9.8 AND LIMITED IN HEIGHT TO RL 12.5 UNLESS
 OTHERWISE STATED
- (450) EXISTING FOR VISUAL VARIATION WITH LIMITED IN DEPTH
 TO RL 9.8 AND LIMITED IN HEIGHT TO RL 12.5 UNLESS
 OTHERWISE STATED
- (450) EXISTING FOR VISUAL VARIATION WITH LIMITED IN DEPTH
 TO RL 9.8 AND LIMITED IN HEIGHT TO RL 12.5 UNLESS
 OTHERWISE STATED

SUBMITTER
 Name: LACHLAN LEONARD PHILLIPS YOUNG
 Date: 6 MARCH 2018
 Reference: 2017-0002 2

PLAN OF EASEMENTS OVER LOTS 1 AND 2
 IN DP 1242853

LCR: RTDE
 Location: RTDE
 Production Scale: 1:400
 Lengths are in metres

Registered
 15.11.2018

DP1247265

ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Registered:  16.11.2018 Title System: TORRENS		Office Use Only		Office Use Only	
		DP1247265			
PLAN OF EASEMENTS OVER LOTS 1 AND 2 IN DP 1242853		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 6 MARCH 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 19-9-2018 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.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 No : Consent Authority: Date of Endorsement: Subdivision Certificate No: File No. * Strike through if Inapplicable			
Plans used in preparation of survey/compilation. DP 1205357 DP 1239081 DP 1242853 DP 1246593		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 8071-EASE 2		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Registered:  16.11.2018 Office Use Only

Office Use Only

DP1247265

PLAN OF EASEMENTS OVER
LOTS 1 AND 2 IN DP 1242853

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.

Subdivision Certificate No:

Date of Endorsement:

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

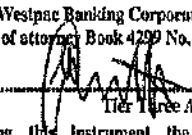
1. EASEMENT FOR SIGNAGE VARIABLE WIDTH LIMITED IN STRATUM (SN5)
2. EASEMENT FOR SIGNAGE VARIABLE WIDTH LIMITED IN STRATUM (SN6)
3. EASEMENT FOR CARPARKING VARIABLE WIDTH LIMITED IN STRATUM (CS)
4. EASEMENT FOR OUTDOOR SEATING VARIABLE WIDTH LIMITED IN STRATUM (S5)
5. EASEMENT FOR OUTDOOR SEATING VARIABLE WIDTH LIMITED IN STRATUM (S6)

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

1. EASEMENT FOR OUTDOOR SEATING VARIABLE WIDTH LIMITED IN STRATUM (DP1246593)

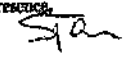
Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee

SIGNED by GRAHAM SMITH
attorney for Westpac Banking Corporation
under power of attorney Book 4299 No. 332

(Signature)  Tier 1 Free 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 

Name of witness: Susan See Tan

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

SI17RP Act requires that you must have known
the signatory for more than 12 months or have
sighted identifying documentation.

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 8071-EASE 2

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

Registered:  16.11.2018 Office Use Only

Office Use Only

DP1247265

PLAN OF EASEMENTS OVER
LOTS 1 AND 2 IN DP 1242853

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.

Subdivision Certificate No:

Date of Endorsement:

SIGNED BY BAYONE
PROJECTS PTY LTD
ABN 31 113 337 518
PURSUANT TO S127
CORPORATIONS ACT 2001


SIGN

OFFICE (DIRECTOR OR SECRETARY)

SARKIS NASSIF

FULL NAME

SIGNED BY 357 HPG PTY
LTD ABN 59 133 364 084
PURSUANT TO S127
CORPORATIONS ACT 2001


SIGN

OFFICE (DIRECTOR OR SECRETARY)

SARKIS NASSIF

FULL NAME

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 8071-EASE 2

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: **DP1247265**

(Sheet 1 of 5 sheets)

Plan of Easements on Lot 1 in DP1242853
 AND 2

Full name and address of the owner of the land:

357 HPG Pty Ltd ABN 59 133 364 084
 Suite 2, 2 Giffnock Avenue
 Macquarie Park NSW 2113

Bayone Projects Pty Ltd ABN 31 113 337 518
 Suite 2, 2 Giffnock Avenue
 Macquarie Park NSW 2113

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 for Signage variable width limited in stratum (SN5)	Lot 1 DP1242853 Lot 2 DP1242853	Lot 5 DP1242853 Lot 5 DP1242853
2	Easement for Signage variable width limited in stratum (SN6)	Lot 2 DP1242853	Lot 6 DP1242853
3	Easement for Car Parking variable width limited in stratum (CS)	Lot 1 DP1242853	Lot 4 DP1242853
4	Easement for Outdoor Seating variable width limited in stratum (S5)	Lot 1 DP1242853 Lot 2 DP1242853	Lot 5 DP1242853 Lot 5 DP1242853
5	Easement for Outdoor Seating variable width limited in stratum (S6)	Lot 2 DP1242853	Lot 6 DP1242853

Part 1A (Release)

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 for Outdoor Seating variable width Limited in Stratum created by DP 1246593	Lot 1 DP1242853 Lot 2 DP1242853	Lot 6 DP1242853 Lot 5 and 6 DP1242853

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: **DP1247265**

(Sheet 2 of 5 sheets)

Plan of Easements on Lot 1 in DP1242853
AND 2.

Part 2 (Terms)

1. Terms of Easement for Signage variable width limited in stratum (SN5) numbered 1 in the plan

The owner of the lot benefitted has the right to install signage anywhere on and within the easement site. In so doing, the owner of the lot benefitted must:

- (a) obtain all regulatory approvals to install the signage
- (b) ensure that the signage is installed by appropriately qualified tradesmen
- (c) ensure that any damage to the easement site or any part of the land owned by the owner of the lot benefitted is made good
- (d) ensure that the signage is kept in a clean and presentable condition at all times.

2. Terms of Easement for Signage variable width limited in stratum (SN6) numbered 2 in the plan

The owner of the lot benefitted has the right to install signage anywhere on and within the easement site. In so doing, the owner of the lot benefitted must:

- (e) obtain all regulatory approvals to install the signage
- (f) ensure that the signage is installed by appropriately qualified tradesmen
- (g) ensure that any damage to the easement site or any part of the land owned by the owner of the lot benefitted is made good
- (h) ensure that the signage is kept in a clean and presentable condition at all times.

3. Terms of Easement for Car Parking variable width limited in stratum (CS) numbered 3 in the plan

3.1 The owner of the lot benefitted and any other person authorised by it has the right to park motor vehicles that are not more than 2.5 tonnes in gross weight in the marked parking spaces on the site of this easement on a casual and temporary basis only. In so doing, the owner of the lot benefitted must:

- (a) ensure that it and any other person authorised by it to use the easement obey all rules and directions applicable to the use of the car parking spaces
- (b) ensure that the site of the easement is kept in a clean and tidy condition at all times
- (c) ensure that it and its any person authorised by it to use the easement site only park, stop or stand a motor vehicle in a space designated for car parking.

3.2 Except in the case of emergency, the owner of the lot burdened may suspend access to, and the use of, part or all of the easement site for car parking by giving reasonable notice in writing to the owner of the lot benefitted for the purposes of:

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.

(Sheet 3 of 5 sheets)

Plan: DP1247265

Plan of Easements on Lot 1 in DP1242853
AND 2

(a) accessing a part of the lot burdened for the purposes of undertaking work to repair or maintain a part of the lot burdened or

(b) for the purposes of cleaning, maintaining or repairing the easement site.

In so doing, the owner of the lot burdened must ensure that any suspension of the use of any or part of the easement site shall be kept to a minimum and only for the period required and to the extent necessary.

4. Terms of Easement for Outdoor Seating variable width limited in stratum (S5) numbered 4 in the plan

The owner of the lot benefitted shall have the right to use the easement site subject to the following conditions:

- (a) The owner of the lot benefitted may use the easement site for the purposes of outdoor seating and to install services to enable the use of the easement site for outdoor seating only.
- (b) The owner of the lot benefitted must obtain the consent of any relevant regulatory authority to the use of the easement site for outdoor seating and must ensure that he complies with all the conditions for such use.
- (c) If the owner of the lot benefitted undertakes any work to the easement site he must ensure that:
 - (i) All work is undertaken by suitably qualified and certified tradespersons
 - (ii) All work undertaken is insured naming the owner of the lot burdened as a co-insured
 - (iii) A copy of the insurance policy must be given to the owner of the lot burdened
 - (iv) If services are installed, all utility usage charges are separately metered and paid by the owner of the lot benefitted and
 - (v) All fittings and fixtures contained or installed within the easement site is maintained in good condition at all times.
- (d) The owner of the lot benefitted indemnifies the owner of the lot burdened for any damage occasioned to the easement site due to the work or any use of the easement site.
- (e) The owner of the lot benefitted must not store any dangerous or combustible goods in or on the easement site.
- (f) The owner of the lot benefitted must ensure that the easement site is kept clean at all times.

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.

(Sheet 4 of 5 sheets)

Plan: DP1247265

Plan of Easements on Lot 1 in DP1242853
AND 2

5. Terms of Easement for Outdoor Seating variable width limited in stratum (S6) numbered 5 in the plan

The owner of the lot benefitted shall have the right to use the easement site subject to the following conditions:

- (a) The owner of the lot benefitted may use the easement site for the purposes of outdoor searing and to install services to enable the use of the easement site for outdoor seating only.
- (b) The owner of the lot benefitted must obtain the consent of any relevant regulatory authority to the use of the easement site for outdoor seating and must ensure that he complies with all the conditions for such use.
- (c) If the owner of the lot benefitted undertakes any work to the easement site he must ensure that:
 - (i) All work is undertaken by suitably qualified and certified tradespersons
 - (ii) All work undertaken is insured naming the owner of the lot burdened as a co-insured
 - (iii) A copy of the insurance policy must be given to the owner of the lot burdened
 - (iv) If services are installed, all utility usage charges are separately metered and paid by the owner of the lot benefitted and
 - (v) All fittings and fixtures contained or installed within the easement site is maintained in good condition at all times.
- (d) The owner of the lot benefitted indemnifies the owner of the lot burdened for any damage occasioned to the easement site due to the work or any use of the easement site.
- (e) The owner of the lot benefitted must not store any dangerous or combustible goods in or on the easement site.
- (f) The owner of the lot benefitted must ensure that the easement site is kept clean at all times.

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.

(Sheet 5 of 5 sheets)

Plan: **DP1247265**

Plan of Easements on Lot 1 in DP1242853

AP02

Signing Page

Signed by the registered proprietor

Signed by 357 HPG Pty
Ltd ABN 59 133 364 084
pursuant to s127
Corporations Act 2001

sign

Sole Director / Secretary
office (director or secretary)

SARKIS NASSIF
full name

Signed by Bayone
Projects Pty Ltd ABN 31
113 337 518 pursuant to
s127 Corporations Act
2001

sign

Sole Director / Secretary
office (director or secretary)

SARKIS NASSIF
full name

Signed by the mortgagee

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee	
SIGNED by <u>GEORGINA SMITH</u> as attorney for Westpac Banking Corporation under power of attorney Book 4200 No. 332	
(Signature)	<u>[Signature]</u> 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:	<u>[Signature]</u>
Name of witness:	<u>Suan See Tan</u>
Address of witness:	<u>Level 3, 275 Kent St Sydney NSW 2000</u>
S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.	

16.11.2018



REGISTERED

LOCATION PLAN

LOCATION PLAN DETAILS FOR
BASEMENT LEVEL 2 AND BELOW ARE SHOWN ON SHEET 2
BASEMENT LEVEL 1 ARE SHOWN ON SHEET 3
LEVEL 1 ARE SHOWN ON SHEET 4
LEVEL 2 ARE SHOWN ON SHEET 5
LEVEL 3 ARE SHOWN ON SHEET 6
LEVEL 4 ARE SHOWN ON SHEET 7
LEVEL 5 AND ABOVE ARE SHOWN ON SHEET 8

(K) BENEFITED BY
- EASEMENT FOR MAINTENANCE AND REPAIR
8.05, 10.99 AND 12.9 WIDE (AJ713954)
- EASEMENT FOR CONSTRUCTION PURPOSES
8.05, 10.99 AND 12.9 WIDE (AJ713954)

8 BALCONY
CP COMMON PROPERTY
G BASEMENT PARKING BELOW

DP 1242853

PT 2

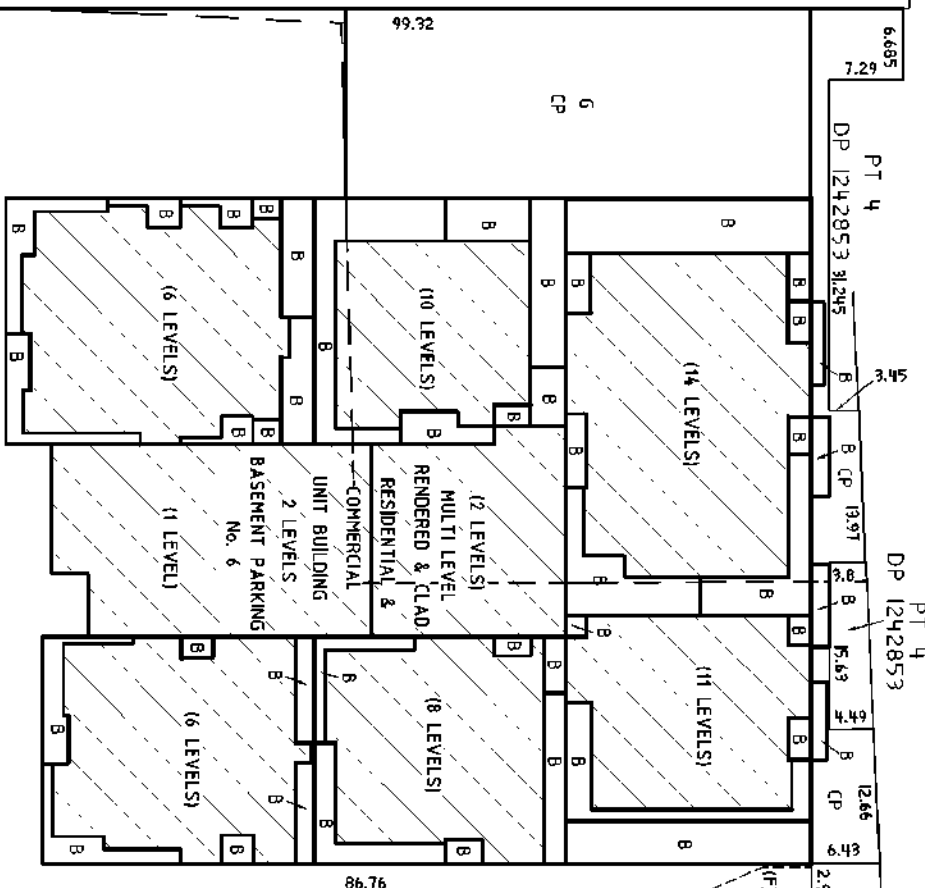
EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT (DP 1242853)
EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOT (DP 1242853)
EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT (DP 1242853)
EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LOT (DP 1242853)
(A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 & 5.455 WIDE (DP 1246593)
(C) RIGHT OF WAY 5.455 WIDE (DP 1246593)
(F) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1205357)

THE SUBJECT LOT IS A STRATUM LOT AND IS LIMITED IN
DEPTH AND IN HEIGHT AS SHOWN ON DP 1242853
BOUNDARY DIMENSIONS SHOWN ARE THOSE AT LEVEL 5

ROTHESAY

NANCARROW

AVENUE



AVENUE

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: MEADOWBANK

Reduction Ratio: 1:500

Lengths are in metres.

Registered:



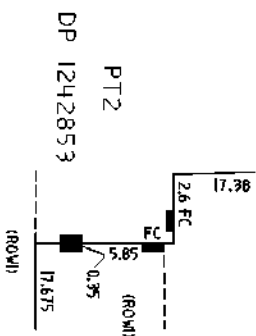
19.11.2018

SP97600

NANCARROW AVENUE



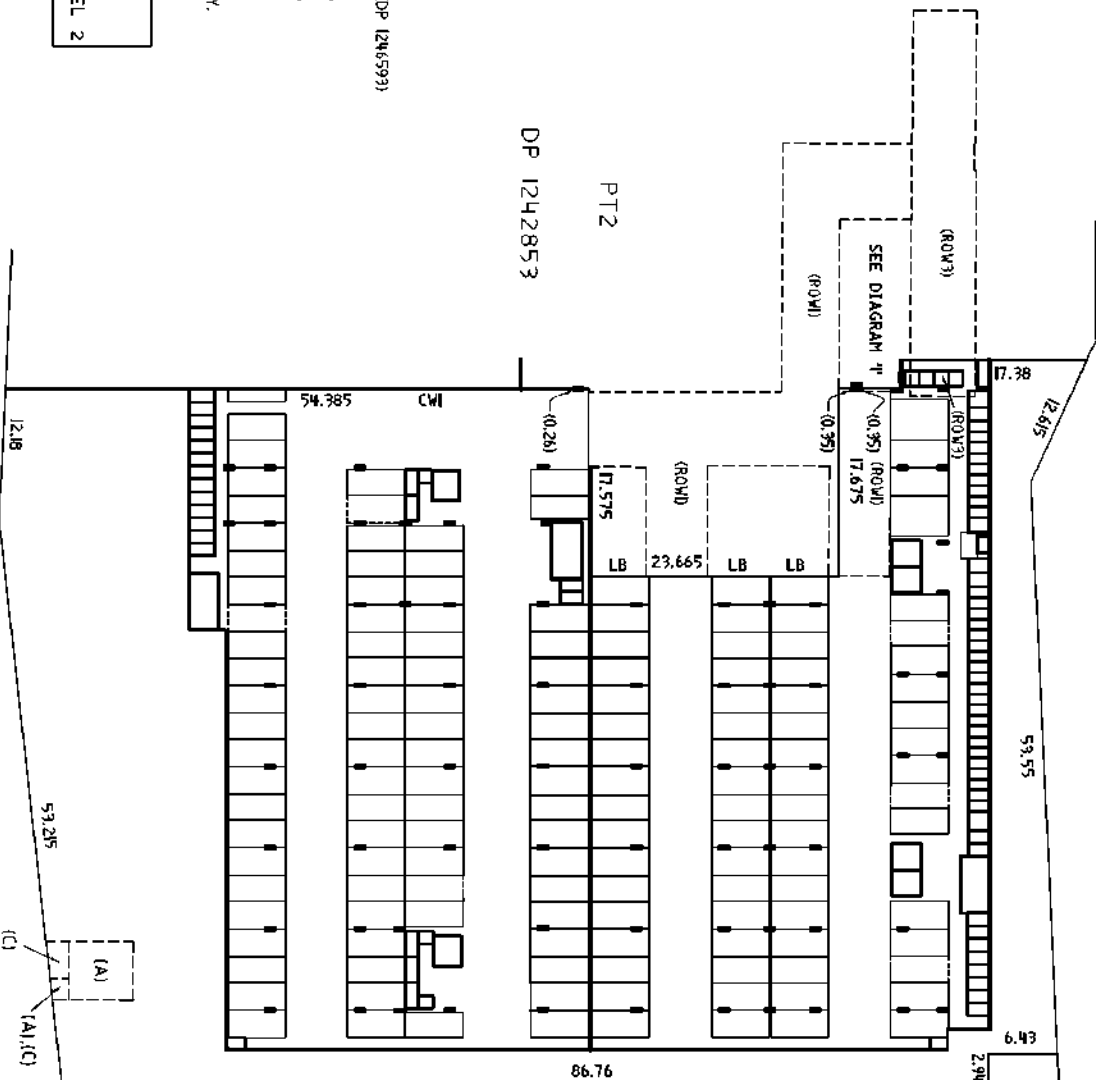
SEE DIAGRAM "I"
(ROW)
(0.35)
(0.35)



PT2
DP 1242853

PT2

DP 1242853



S P 91016

THE SUBJECT LOT IS A STRATUM LOT AND IS LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON DP 1242853

ROTHESAY

AVENUE

PLAN HEADING

LGA: RYDE

Register

NAME: LACHLAN LEONARD HILLARD YOUNG

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

Locality: MEADOWBANK

Date: 2-7-2018

[illegible]

Reference: 8071

Lengths are in metres.

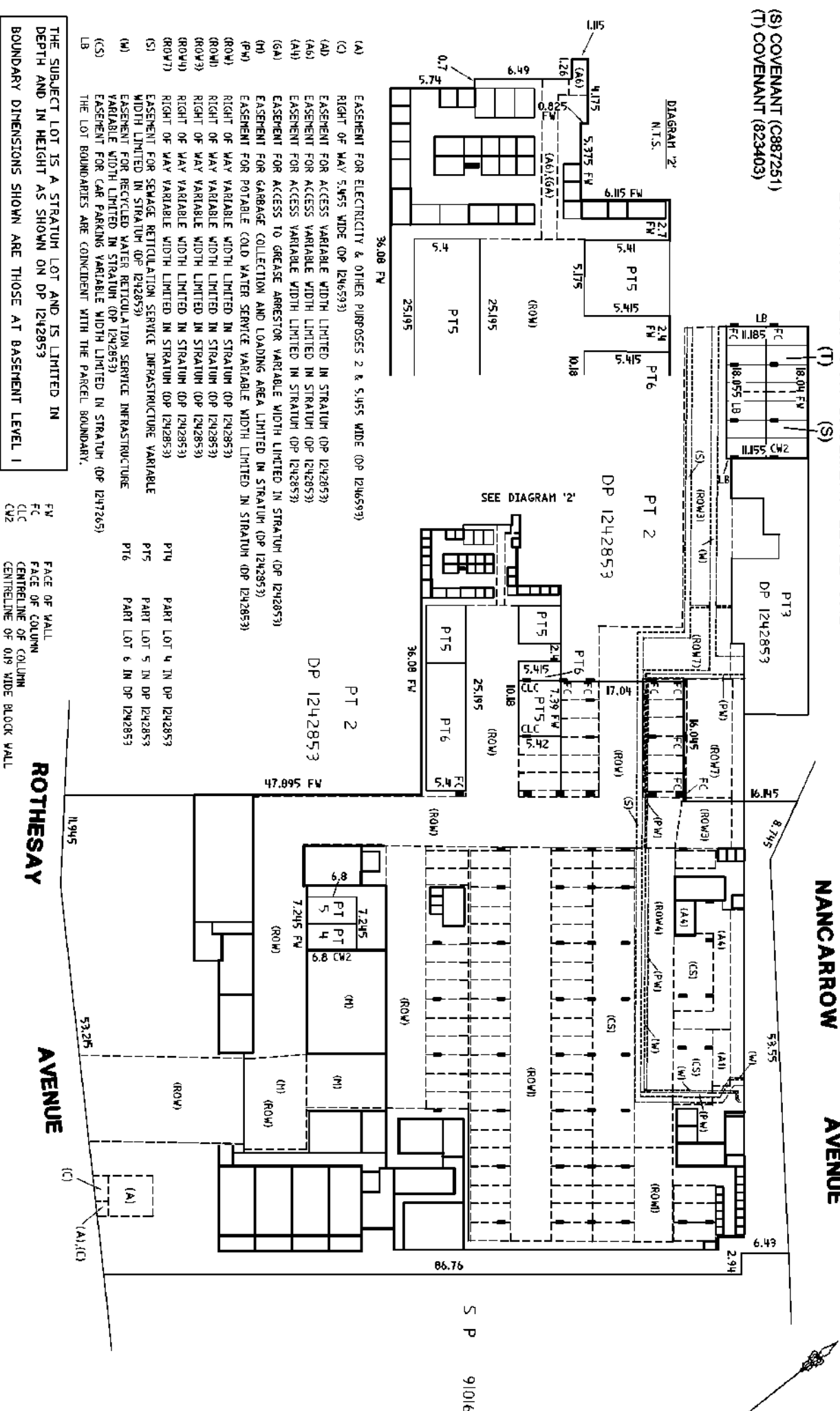


19.11.2018

SP97600

LOCATION PLAN FOR BASEMENT LEVEL ONE

(S) COVENANT (C887251)
(T) COVENANT (823403)



SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: MEADOWBANK

Reduction Ratio: 1:500

Registered

19.11.2018

SP97600

LOCATION PLAN FOR LEVEL ONE



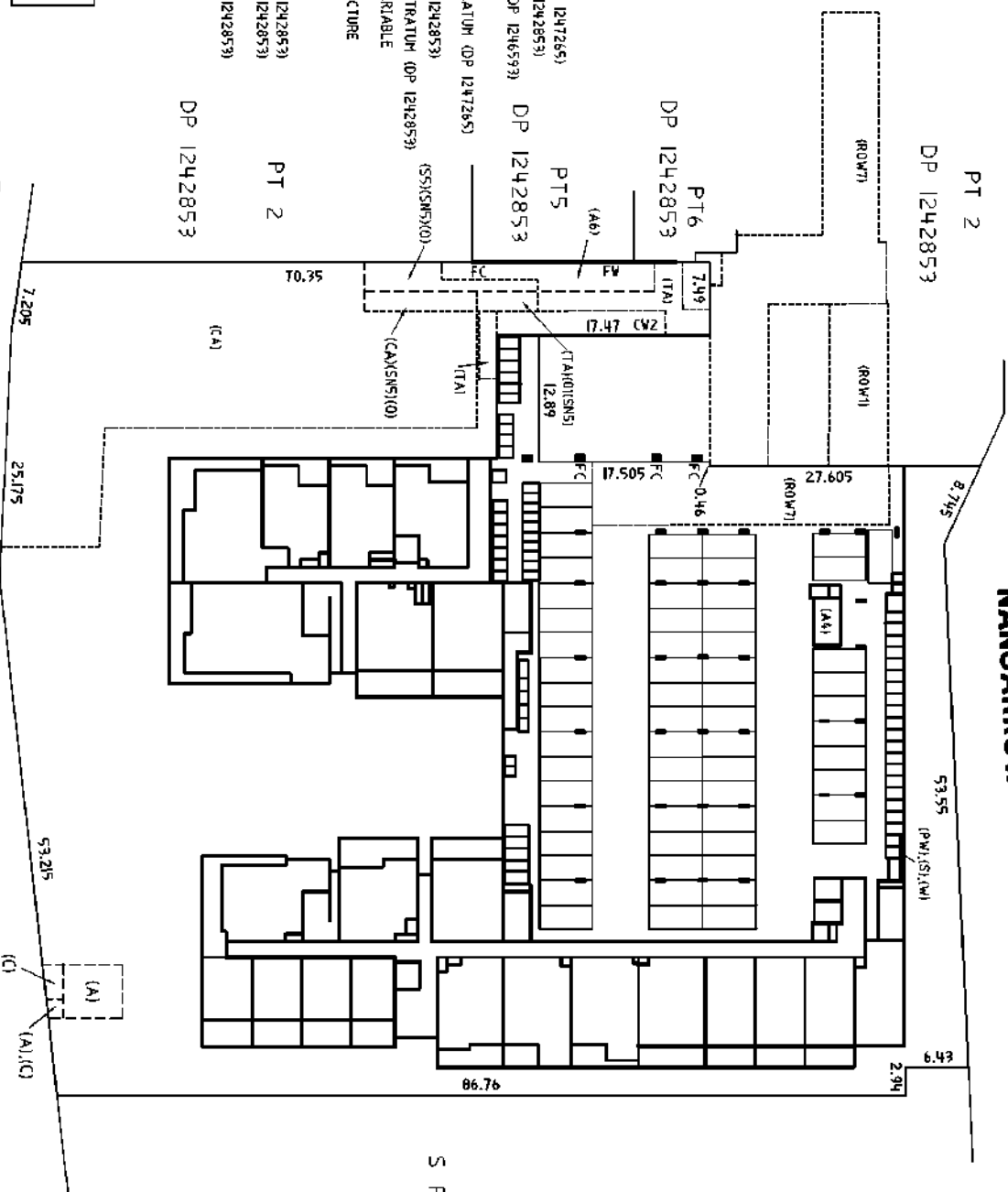
- (SNS) EASEMENT FOR SIGNAGE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
(OI) EASEMENT FOR ANNING VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
(A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 & 5.955 WIDE (DP 1246593)
(C) RIGHT OF WAY 5.955 WIDE (DP 1246593)
(S5) EASEMENT FOR OUTDOOR SEATING VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
(A6) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
(CA) EASEMENT FOR PUBLIC OPEN SPACE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
(S) EASEMENT FOR SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
(M) EASEMENT FOR RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
(PV) EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
(TA) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
(A4) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
(R0M) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
(R0W7) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
FC FACE OF COLUMN
FM FACE OF WALL
CM2 CENTRELINE OF 0.19 BLOCK WALL

THE SUBJECT LOT IS A STRATUM LOT AND IS LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON DP 1242853
BOUNDARY DIMENSIONS SHOWN ARE THOSE AT LEVEL 1

ROTHESAY

AVENUE

NANCARROW AVENUE



S P 91016

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: MEADOWBANK

Reduction Ratio: 1:500

Lengths are in metres.

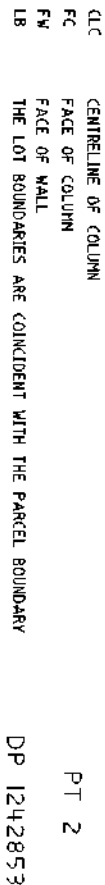
Registered:



19.11.2018

SP97600

NANCARROW AVENUE



(GMS)	EASEMENT FOR SIGNAGE VARIABLE WIDTH LIMITED IN STRUTUM (DP 1247265)
(A)	EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 & 5.495 WIDE (DP 1246593)
(C)	RIGHT OF WAY 5.495 WIDE (DP 1246593)
(IROND)	RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRUTUM (DP 1242853)
(A4)	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRUTUM (DP 1242853)
(TA)	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRUTUM (DP 1242853)
(D)	EASEMENT FOR AINING VARIABLE WIDTH LIMITED IN STRUTUM (DP 1242853)
(S)	EASEMENT FOR SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRUTUM (DP 1242853)
(W)	EASEMENT FOR RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRUTUM (DP 1242853)
(PW)	EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH LIMITED IN STRUTUM (DP 1242853)

THE SUBJECT LOT IS A STRATUM LOT AND IS LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON DP 1242853

ROTHESAY

AVENUE

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071
000000000000 / 000

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: MEADOWBANK

Reduction Ratio: 1:500

Lengths are in metres.

Registered



19.11.2018

SP97600

LOCATION PLAN FOR LEVEL THREE



- (A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 & 5.455 WIDE (DP 1246593)
- (C) RIGHT OF WAY 5.455 WIDE (DP 1246593)
- (R/W) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (A/H) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (T/A) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (S) EASEMENT FOR SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (W) EASEMENT FOR RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (P/W) EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- C/W CENTRELINE OF 0.2 WIDE CONCRETE WALL
- CW2 CENTRELINE OF 0.19 WIDE BLOCK WALL
- F/W FACE OF WALL

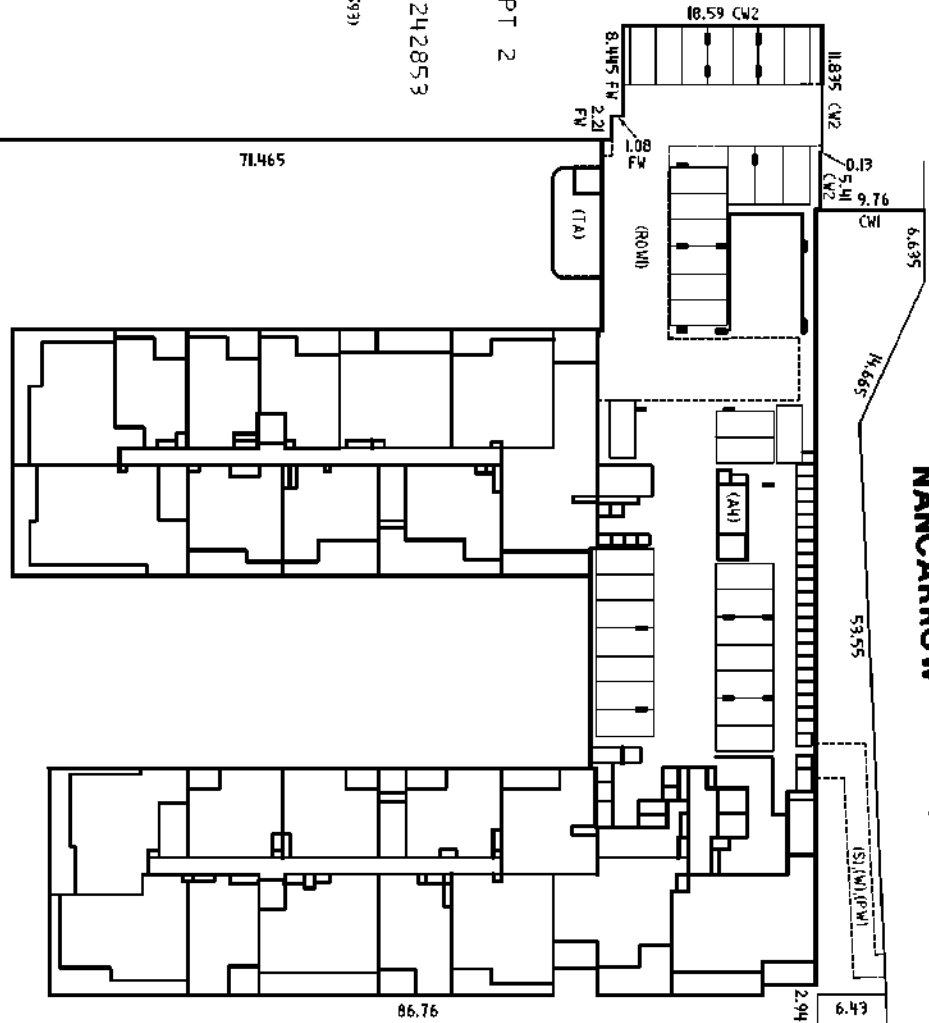
DP 1242853

PT 2

THE SUBJECT LOT IS A STRATUM LOT AND IS LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON DP 1242853
BOUNDARY DIMENSIONS SHOWN ARE THOSE AT LEVEL 3

ROTHESAY

NANCARROW AVENUE



AVENUE

S P 9/10/16

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: MEADOWBANK

Reduction Ratio: 1:500

Lengths are in metres.

Registered



19.11.2018

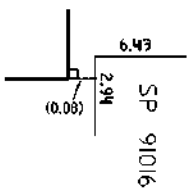
SP97600

LOCATION PLAN FOR LEVEL FOUR

NANCARROW AVENUE



DIAGRAM '35'
N.T.S.



PT 2

DP 1242853

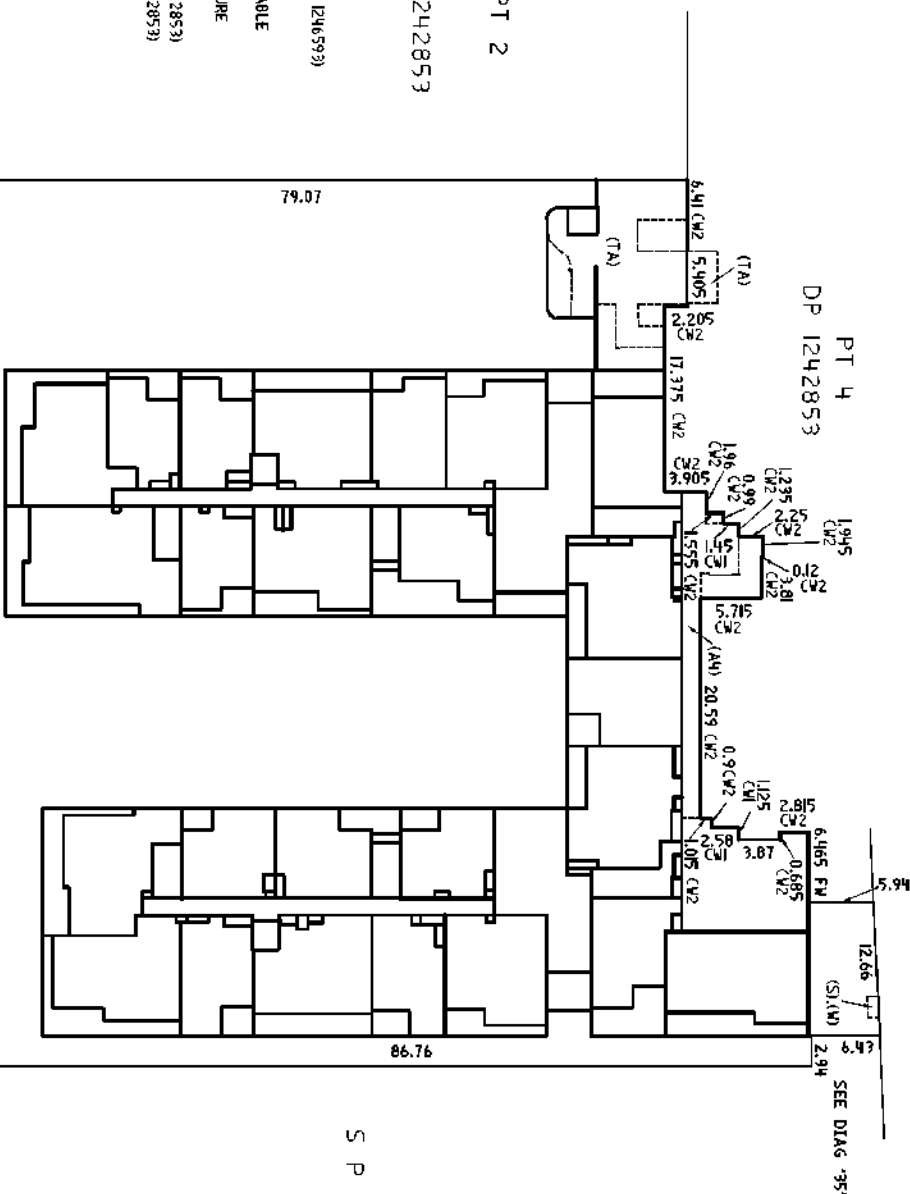
- (A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 & 5.455 WIDE (DP 1246593)
- (C) RIGHT OF WAY 5.455 WIDE (DP 1246593)
- (S) EASEMENT FOR SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (W) EASEMENT FOR RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (AH) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (TA) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- CM CENTRELINE OF 0.2 WIDE CONCRETE WALL
- CAZ CENTRELINE OF 0.19 WIDE BLOCK WALL
- FW FACE OF WALL

90° ANGLE

THE SUBJECT LOT IS A STRATUM LOT AND IS LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON DP 1242853
BOUNDARY DIMENSIONS SHOWN ARE THOSE AT LEVEL 4

ROTHESAY

AVENUE



S P 91016

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: MEADOWBANK

Reduction Ratio: 1:500

Lengths are in metres.

Registered



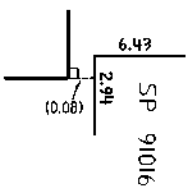
19.11.2018

SP97600

LOCATION PLAN FOR LEVEL FIVE AND ABOVE



DIAGRAM '36'
N.T.S.



PT 2

DP 1242853

- (A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 & 5.455 WIDE (DP 1246593)
- (C) RIGHT OF WAY 5.455 WIDE (DP 1246593)
- (A4) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (TA) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)

90° ANGLE

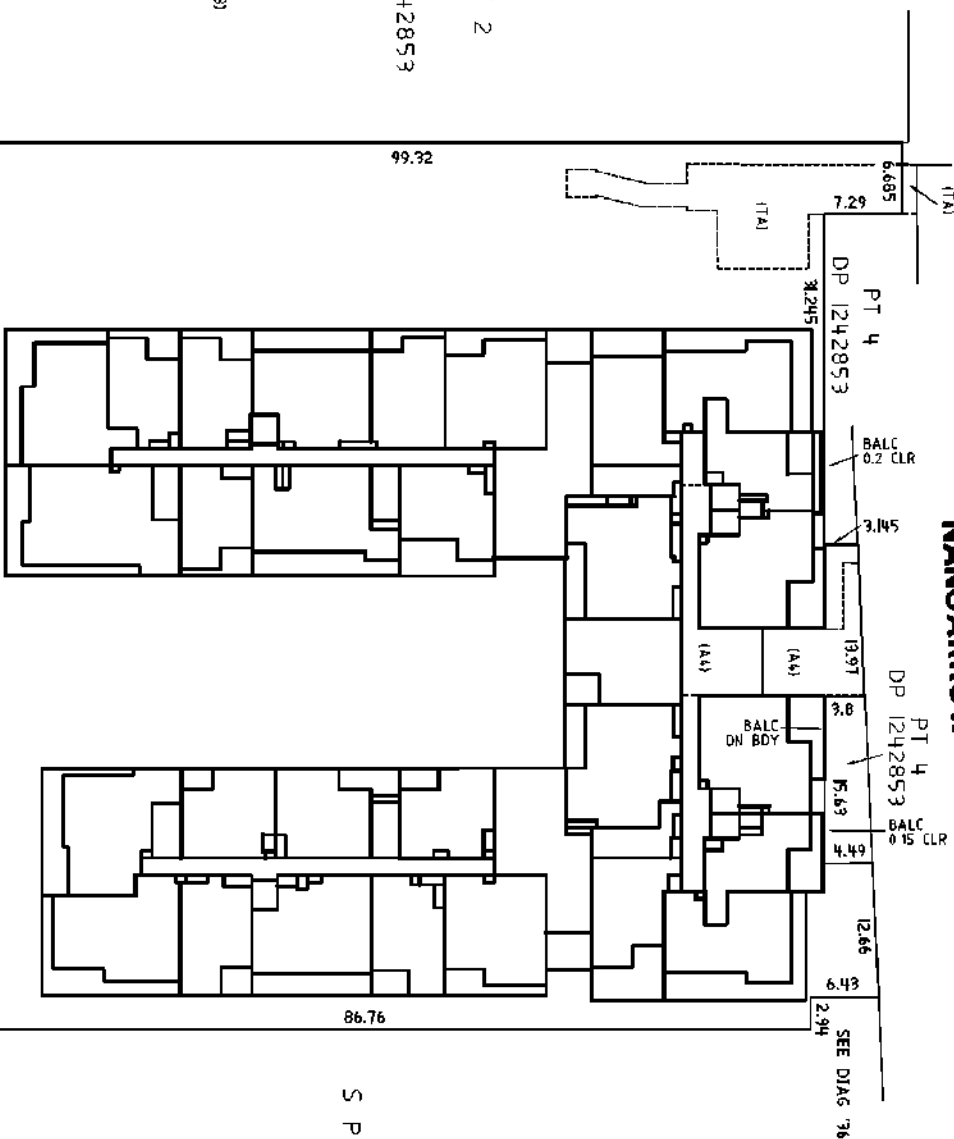
THE SUBJECT LOT IS A STRATUM LOT AND IS LIMITED IN
DEPTH AND IN HEIGHT AS SHOWN ON DP 1242853
BOUNDARY DIMENSIONS SHOWN ARE THOSE AT LEVEL 5

ROTHESAY

AVENUE

NANCARROW

AVENUE



S P 91016

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: MEADOWBANK

Reduction Ratio: 1:500

Lengths are in metres.

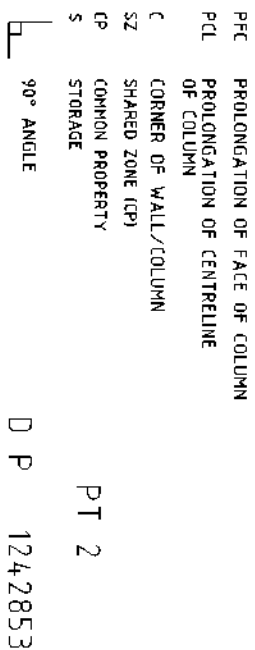
Registered



19.11.2018

SP97600

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

[illegible]

CENTRELINE OF COLUMN
AT FACE UNLESS OTHERWISE
STATED

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

Registered

19.11.2018

SP97600

BASEMENT LEVEL TWO

FOR DIAGRAMS SEE SHEET 11

PT 2

D P 1242853



90° ANGLE

CENTRELINE OF COLUMN
AT FACE UNLESS OTHERWISE
STATED

CENTRELINE OF COLUMN
AT FACE UNLESS OTHERWISE
STATED

PFC PROLONGATION OF FACE OF COLUMN

PCL PROLONGATION OF CENTRELINE OF COLUMN

CORNER OF WALL/COLUMN

SZ SHARED ZONE (CP)

CP **COMMON PROPERTY**

5 STORAGE

5 STORAGE

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LG A: RYDF

Locality: RYDE

Reduction Ratio: 1:200

Lengths are in metres

Registered

19.11.2018

SP97600

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. ONLY.

ELEMENT LEVEL TWO

COMMON

SHEET

9

ADJOINS

PROPERTY

PT 2

D P 1242853

2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	231	232	18	19	21
2.585	PT	246	131	245	247	14	161	160	159	187	207	208	230	2				

BASEMENT LEVEL ONE

FOR DIAGRAMS SEE SHEET 15



PFC	2.4	2.58	2.6	2.43	2.6	2.58	2.755
C	4.01	4.02	4.02	4.03	4.03	4.03	4.03
PT	163	173	243	190	212	8	248
CP	(26m ²)	(28m ²)	(29m ²)	(27m ²)	(29m ²)	(28m ²)	(30m ²)
PCL	2.4	2.58	2.6	2.43	2.6	2.58	2.865
PFC	0.75	0.75	0.75	0.72	0.72	0.75	0.75

PT5 PART LOT 5 IN DP 1242853
PT6 PART LOT 6 IN DP 1242853

PT 2
D P 1242853

PT 3
D P 1242853

RAMP

COMMON
PROPERTY

ADJOINS

90° ANGLE
CENTRELINE OF COLUMN
AT FACE UNLESS OTHERWISE
STATED

C CORNER OF WALL/COLUMN
PFC PROLONGATION OF FACE OF COLUMN
PCL PROLONGATION OF CENTRELINE
OF COLUMN
VP VISITOR PARKING (CP)
CP COMMON PROPERTY
S STORAGE

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

Lengths are in metres.

Registered:



19.11.2018

SP97600

SHEET

13

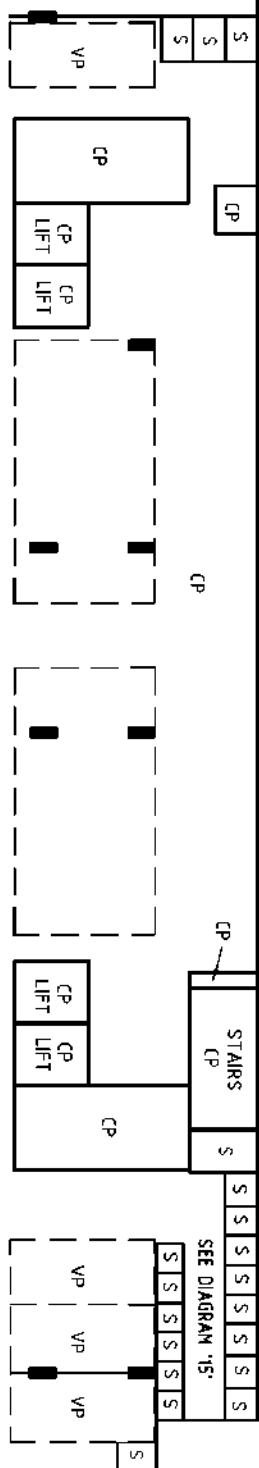
FOR DIAGRAMS SEE SHEET 15

BASEMENT LEVEL ONE

PT12

DP 1242853

SEE DIAGRAM '14'



VP

ADJOINS

12

SHEET

VP

VP

COMMON

PROPERTY

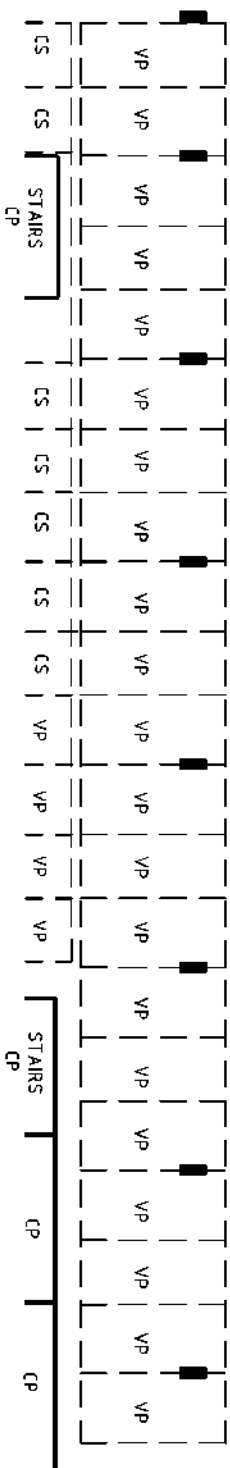
PT6

DP 1242853

VP VISITOR PARKING (CP)
CS CAR SHARE (CP)

SHEET 14

ADJOINS



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:200

Registered



19.11.2018

SP97600

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

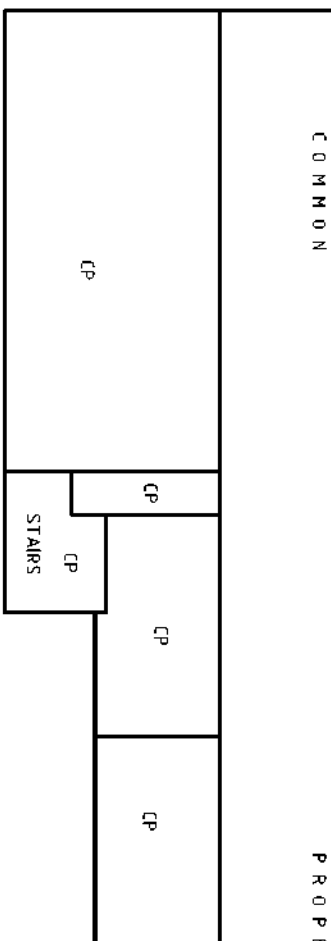
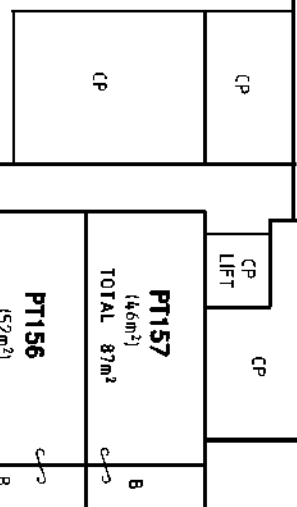
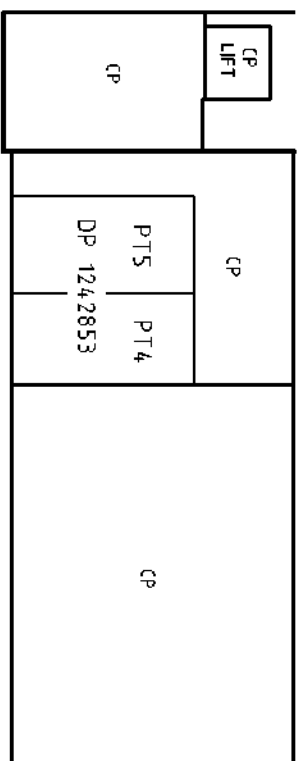
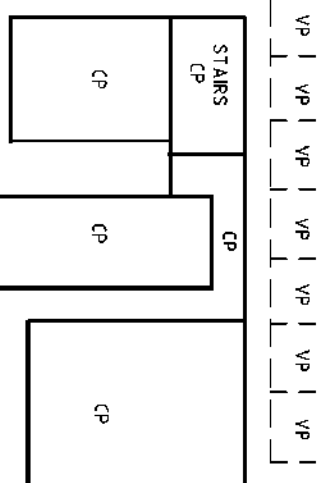
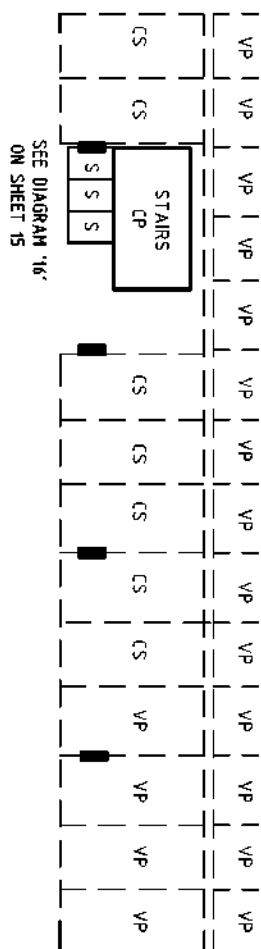
BASEMENT LEVEL ONE

SHEET 13 ADJOINS

P16
DP 1242853

COMMON

PROPERTY



PT157 (46m ²) TOTAL 87m ²	B
PT156 (52m ²) TOTAL 95m ²	B
PT155 (52m ²) TOTAL 98m ²	B
PT154 (52m ²) TOTAL 95m ²	B

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

VP VISITOR PARKING (CP)
CS CAR SHARE (CPI)
CP COMMON PROPERTY
S STORAGE

THE STRATUM OF THE BALCONIES IS LIMITED IN
HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF
THEIR RESPECTIVE TILED BASE, EXCEPT WHERE
COVERED WITHIN THESE LIMITS.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:200

Lengths are in metres.

Registered



19.11.2018

SP97600

BASEMENT LEVEL 1

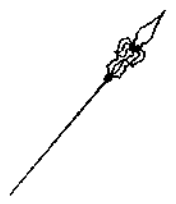


DIAGRAM '13'

N.T.S.

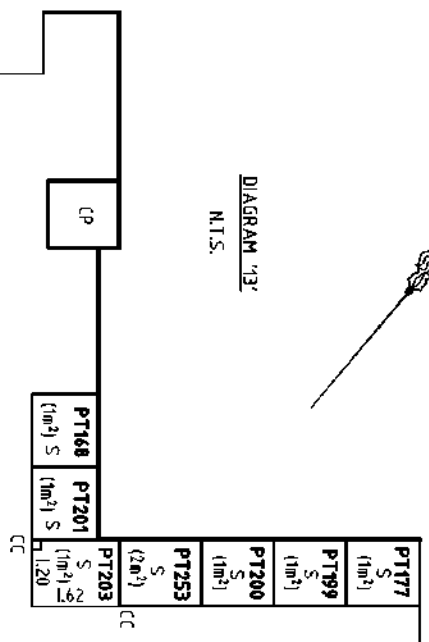
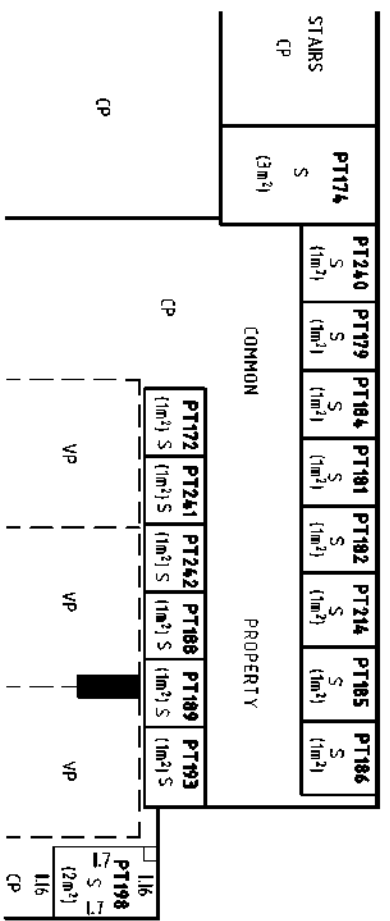


DIAGRAM '15'

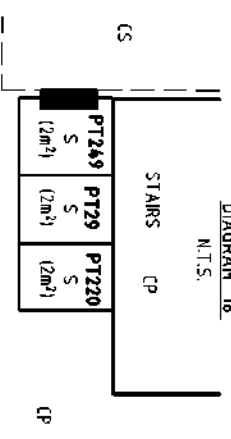
N.T.S.



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

DIAGRAM '16'

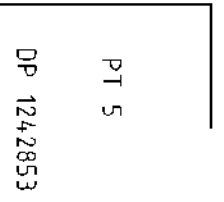
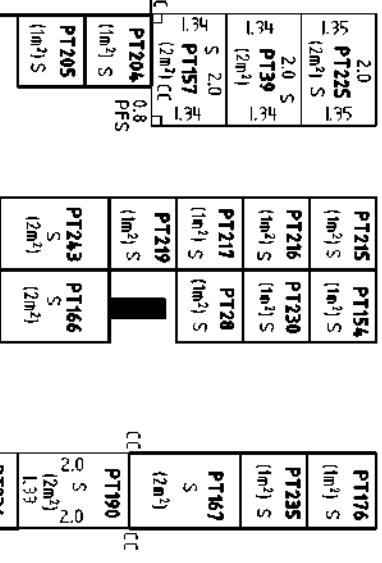
N.T.S.



PT 2

PT 5

DP 1242853



90° ANGLE

CORNER OF STEEL CAGE

COMMON PROPERTY

CAR SHARE (CP)

PROLONGATION FACE OF STEEL CAGE

VISITOR PARKING (CP)

SURVEYOR
Name: LACHLAN LEONARD HILLARD YOUNG

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE
Locality: RYDE

Reduction Ratio: 1:250

Registered
19.11.2018

SP97600

Date: 2-7-2018

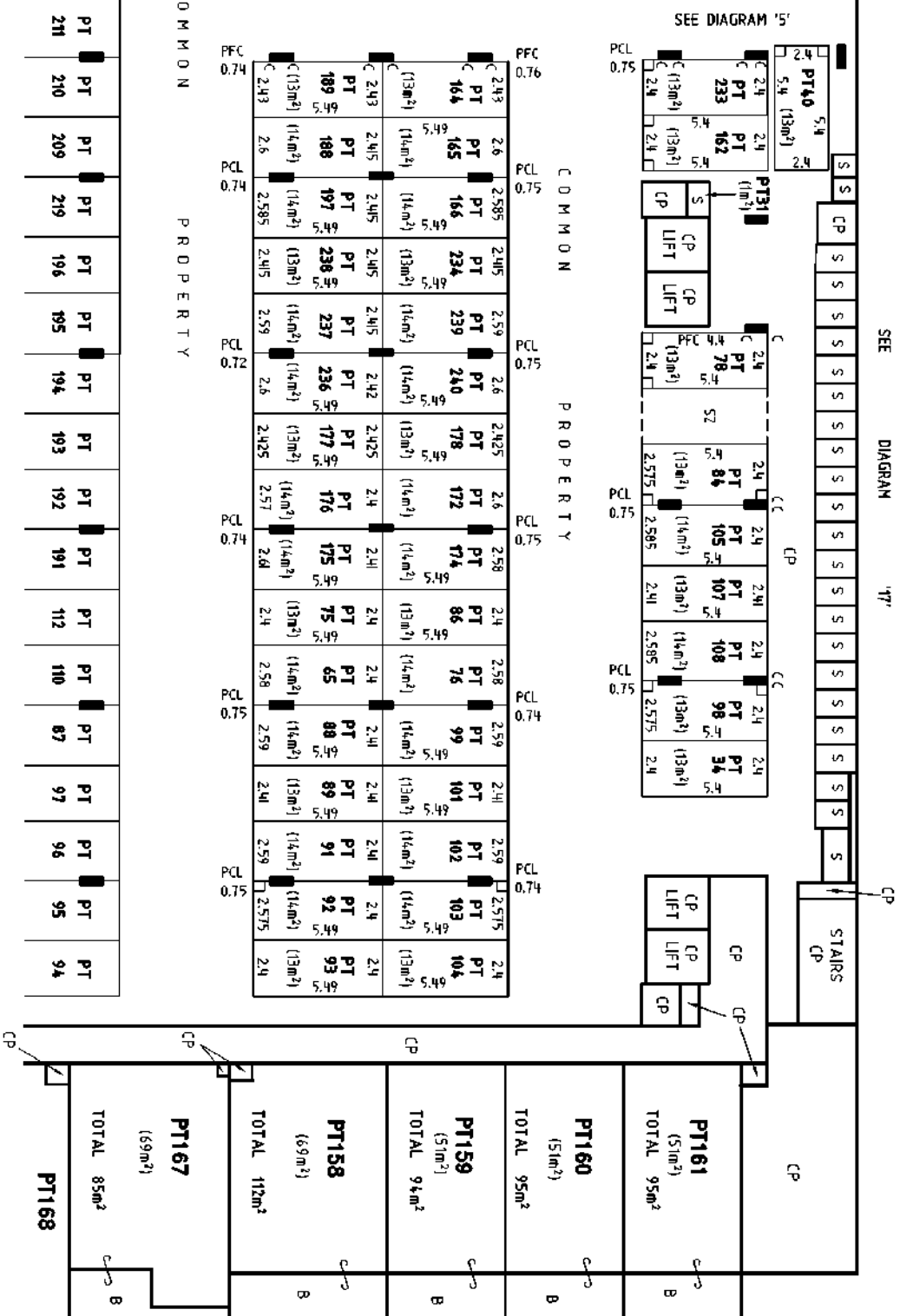
Reference: 8071

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

FOR DIAGRAMS SEE SHEET 18

LEVEL 1

SEE DIAGRAM 17'



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

- 90° ANGLE
- CENTRELINE OF COLUMN
AT FACE UNLESS OTHERWISE
STATED
- CENTRELINE OF COLUMN
AT FACE UNLESS OTHERWISE
STATED
- PROLONGATION OF FACE OF
COLUMN
- PROLONGATION OF CENTRELINE
OF COLUMN
- CORNER OF WALL/COLUMN
- BALCONY
- SHARED ZONE (CPI)
- COMMON PROPERTY
- STORAGE

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:200

Registered:



19.11.2018

SP97600

SP97600

LEVEL 1

DIAGRAM '17'

N.T.S.

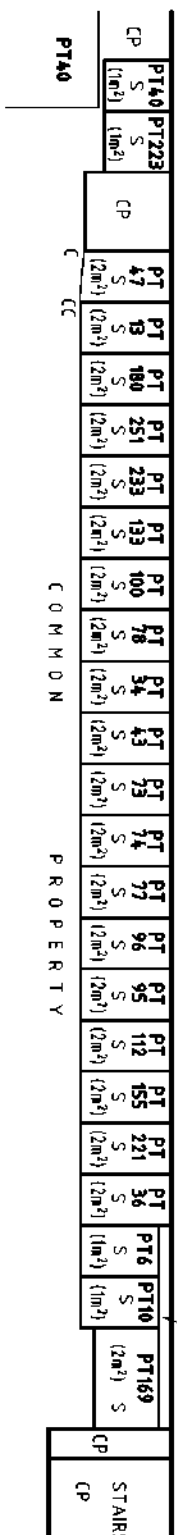


DIAGRAM '18'

N.T.S.

PT2
DP 1242853

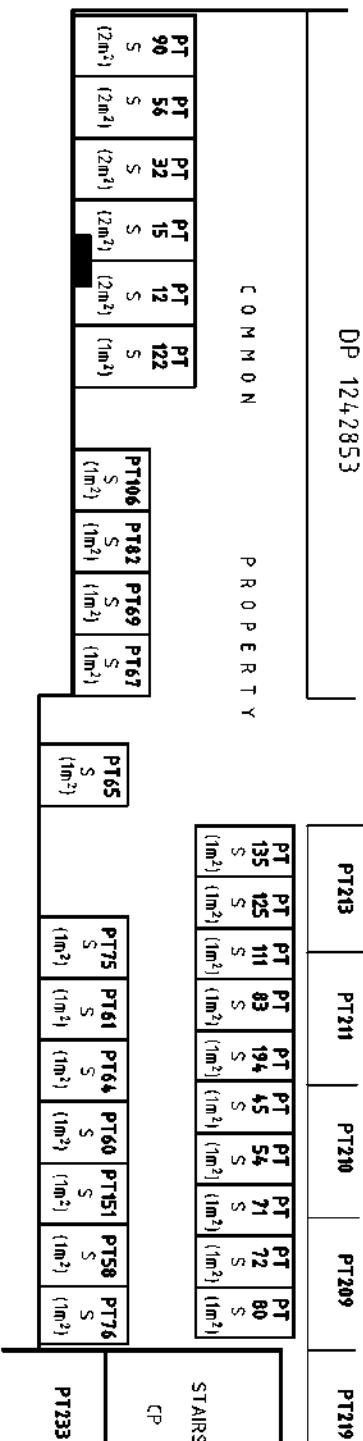


DIAGRAM 'S'

N.T.S.

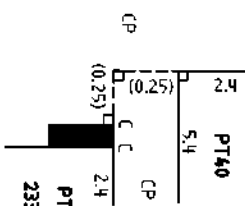
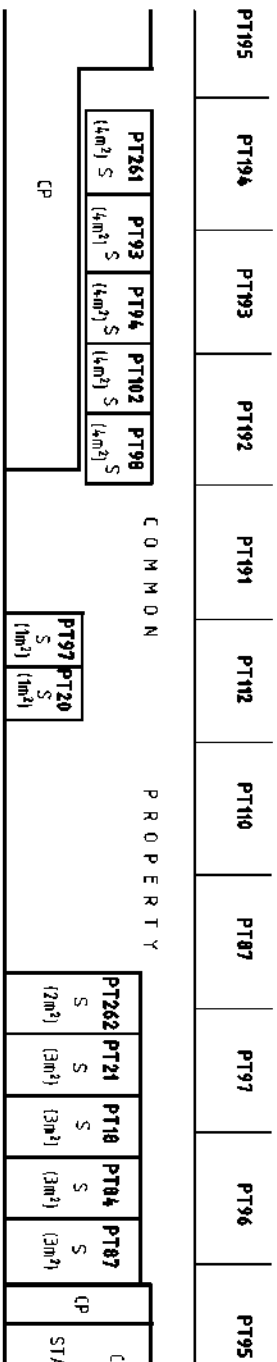


DIAGRAM '19'

N.T.S.



CP COMMON PROPERTY
S STORAGE
C CORNER OF WALL/COLUMN
CC CORNER OF STEEL CAGE

90° ANGLE

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

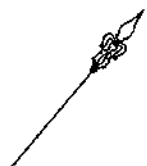
Reduction Ratio: 1:250

Registered



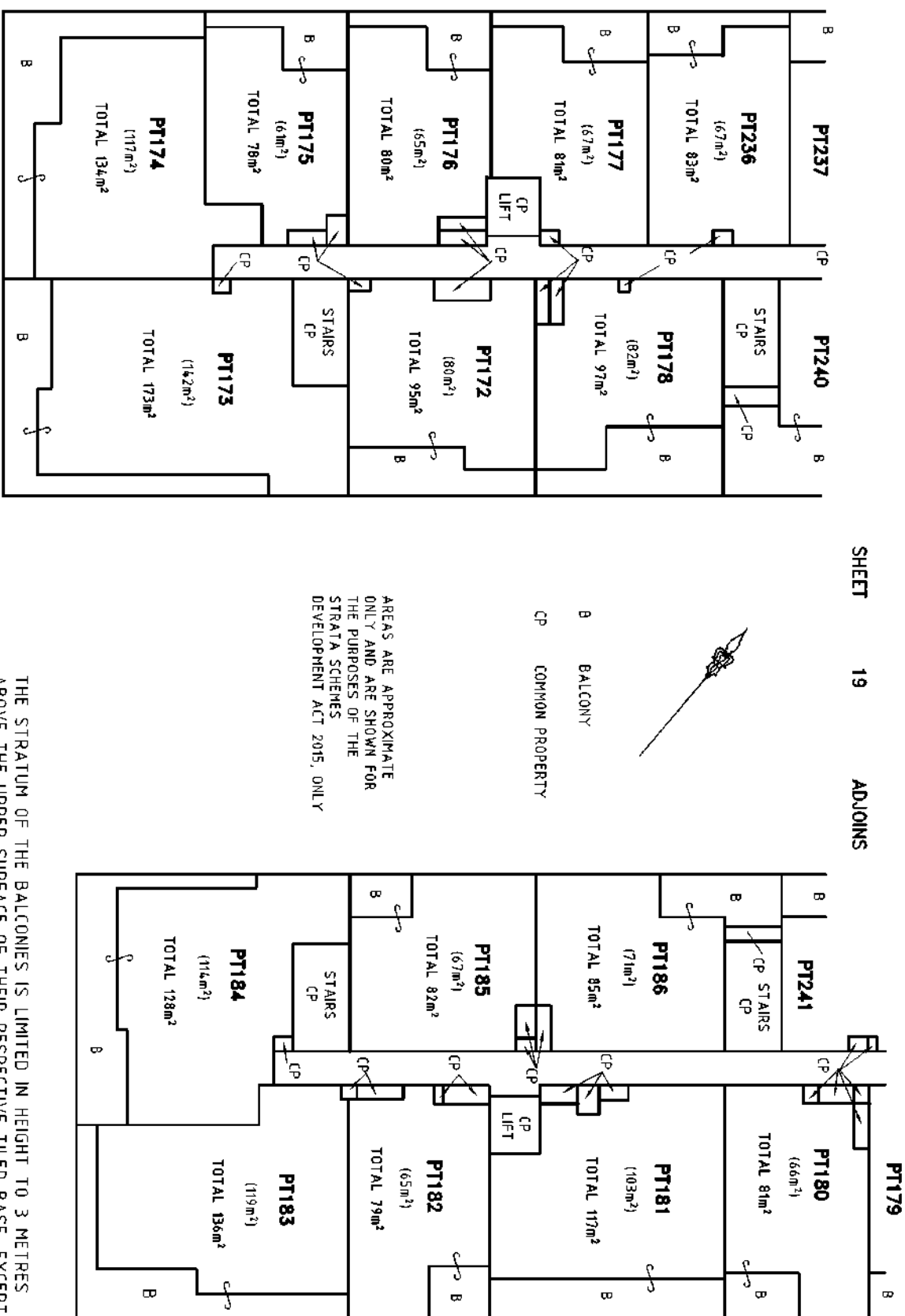
19.11.2018

SP97600



LEVEL 2

SHEET 19 ADJOINS



SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:200

Lengths are in metres.

Registered

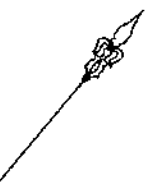
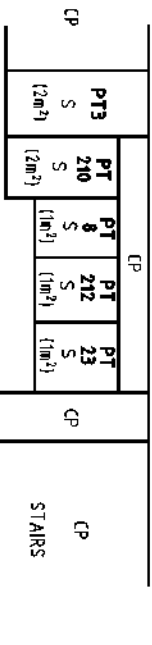


19.11.2018

SP97600

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

DIAGRAM '20'
N.T.S.



LEVEL 2

DIAGRAM '33'
N.T.S.

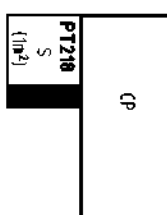


DIAGRAM '3'
N.T.S.

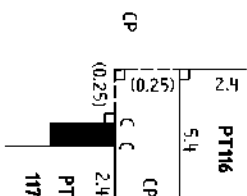


DIAGRAM '4'
N.T.S.

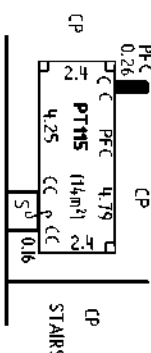


DIAGRAM '34'
N.T.S.

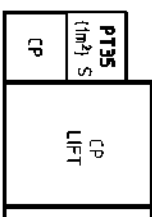


DIAGRAM '21'
N.T.S.

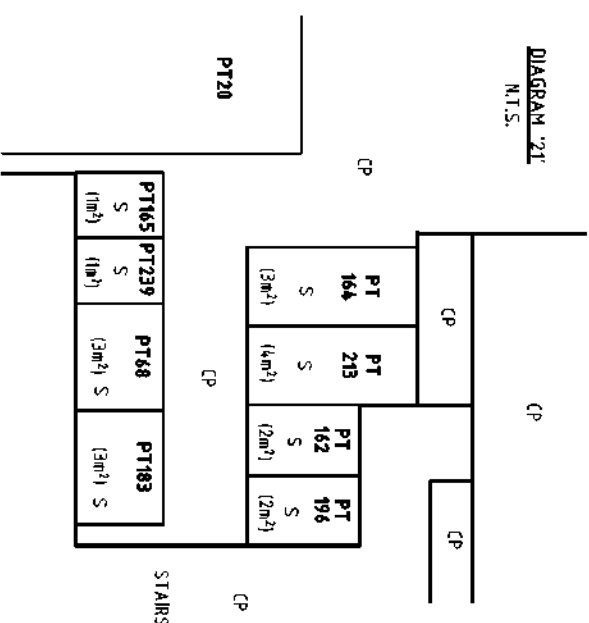
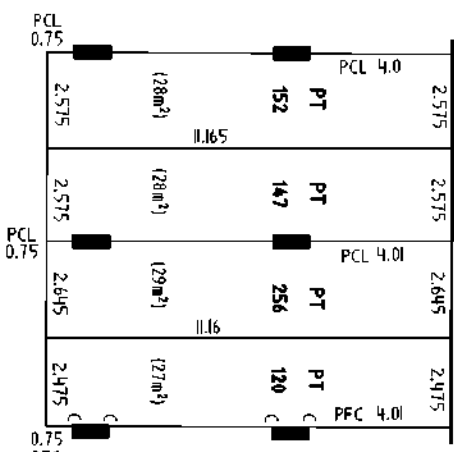
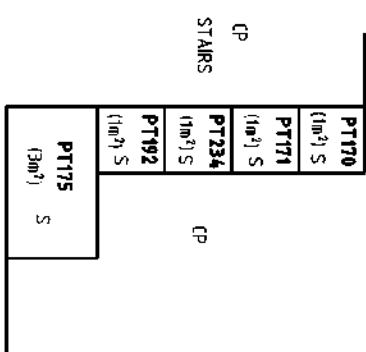
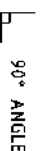


DIAGRAM '26'
N.T.S.



AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY

- C CORNER OF WALL/COLUMN
- CC CORNER OF STEEL CAGE
- CP COMMON PROPERTY
- S STORAGE
- PFC PROLONGATION OF FACE OF COLUMN
- PCL PROLONGATION OF CENTRELINE OF COLUMN



SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

Lengths are in metres.

Registered

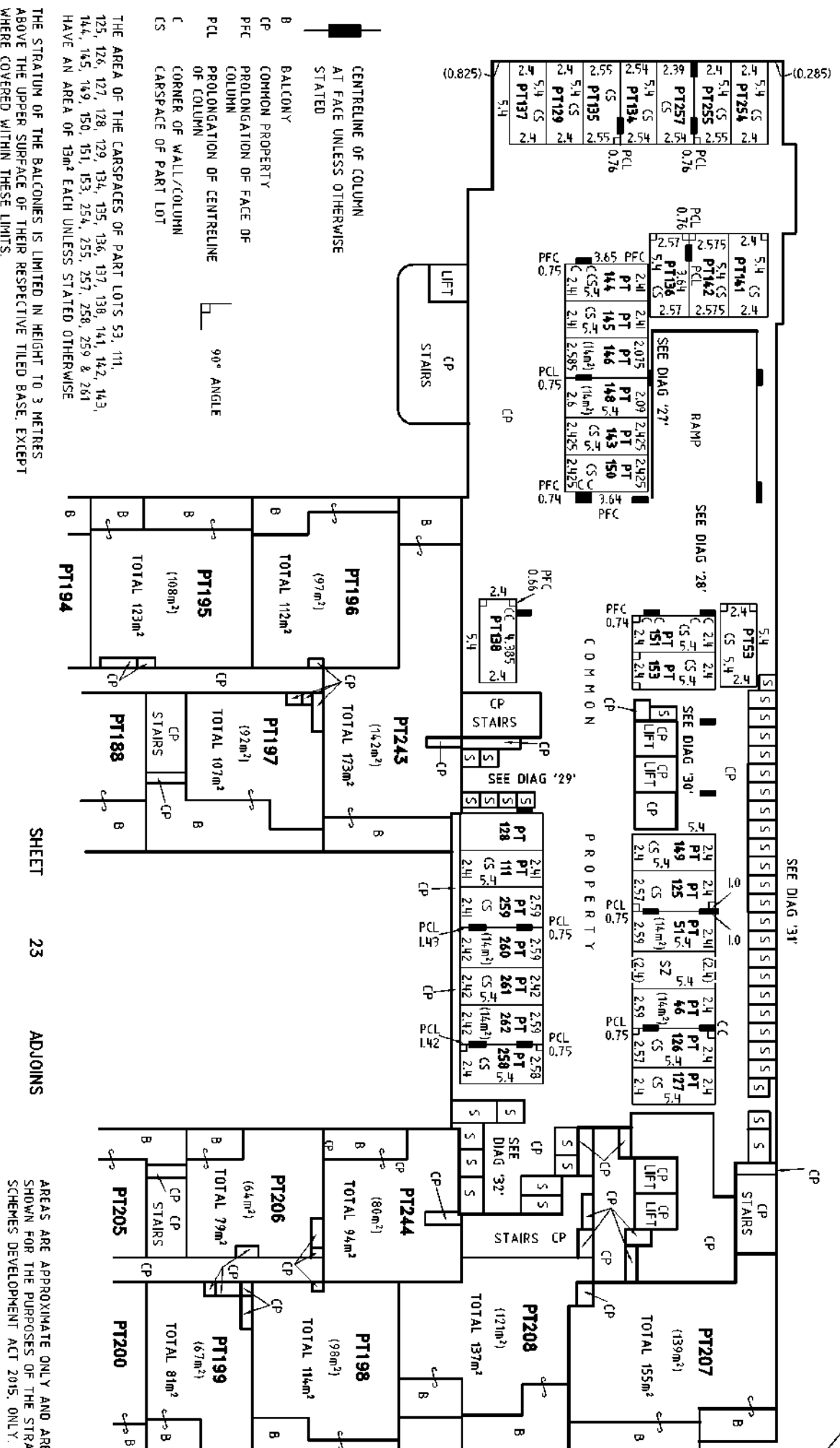


19.11.2018

SP97600

LEVEL 3

SEE SHEET 24 FOR DIAGRAMS 31-33



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SHEET 23 ADJOINS

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATEGIC SCHEMES DEVELOPMENT ACT 2015. ONLY.

SURVEYOR

PLAN HEADING

LG A: RYDF**Reqlsterect**

Name: LACHLAN LEONARD HILLARD YOUNG

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

Locality: RYDF

Date: 2-7-2018

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

Reduction Ratio: 1:250



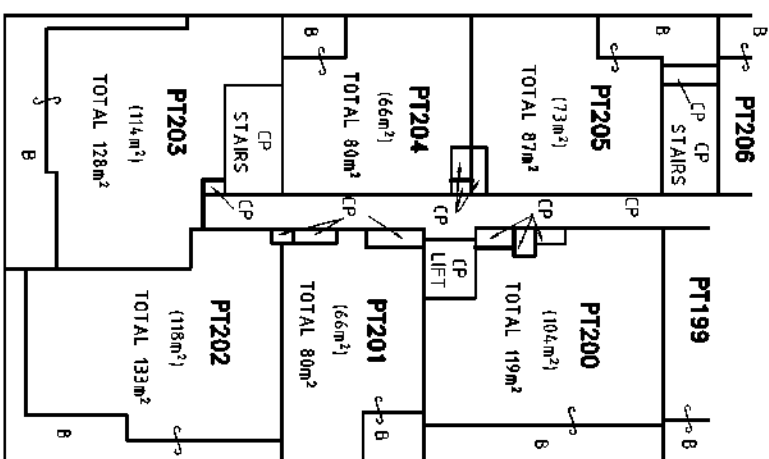
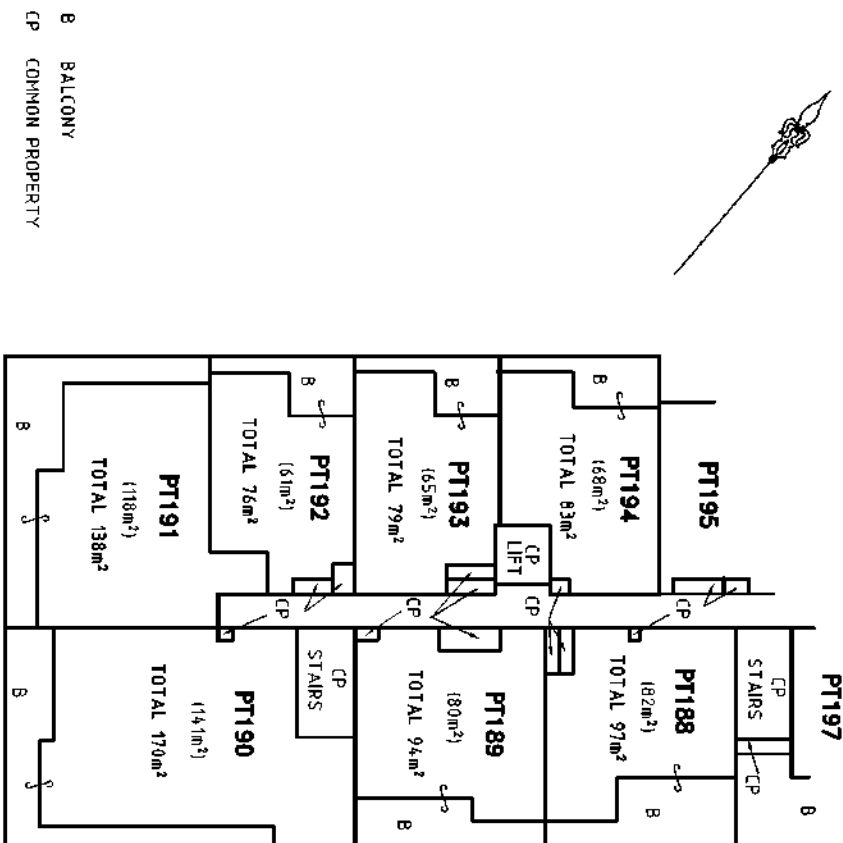
19.11.2018

SP97600

LEVEL 3

SHEET 22

ADJOINS



B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

PLAN HEADING

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

Lengths are in metres.

Registered



19.11.2018

SP97600

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

LEVEL 3

DIAGRAM '31'
N.T.S.

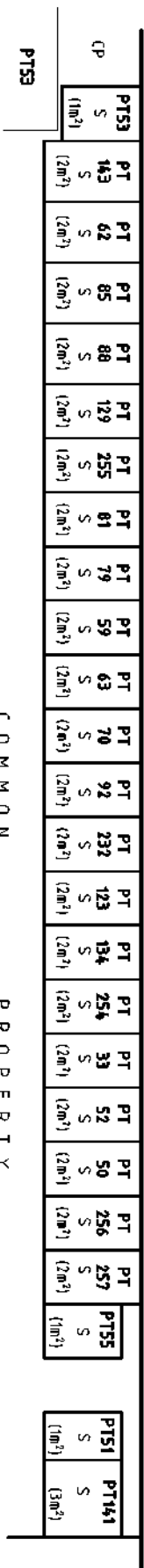


DIAGRAM '27'
N.T.S.

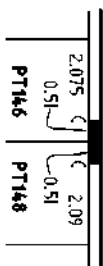


DIAGRAM '28'
N.T.S.

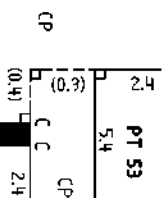


DIAGRAM '30'
N.T.S.

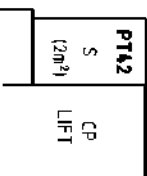
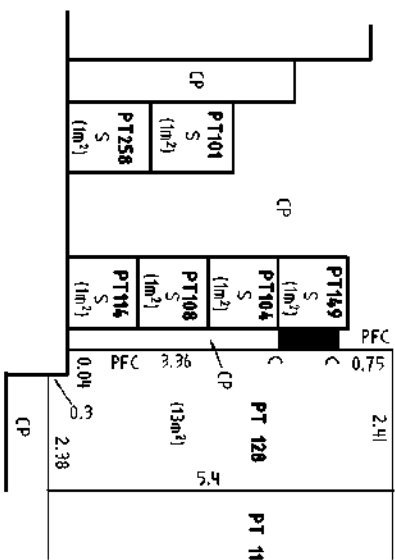


DIAGRAM '32'
N.T.S.



DIAGRAM '29'
N.T.S.



AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

C CORNER OF WALL/COLUMN
SZ SHARED ZONE (CPI)
CP COMMON PROPERTY
S STORAGE
PFC PROLONGATION OF FACE OF COLUMN

90° ANGLE

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

Lengths are in metres.

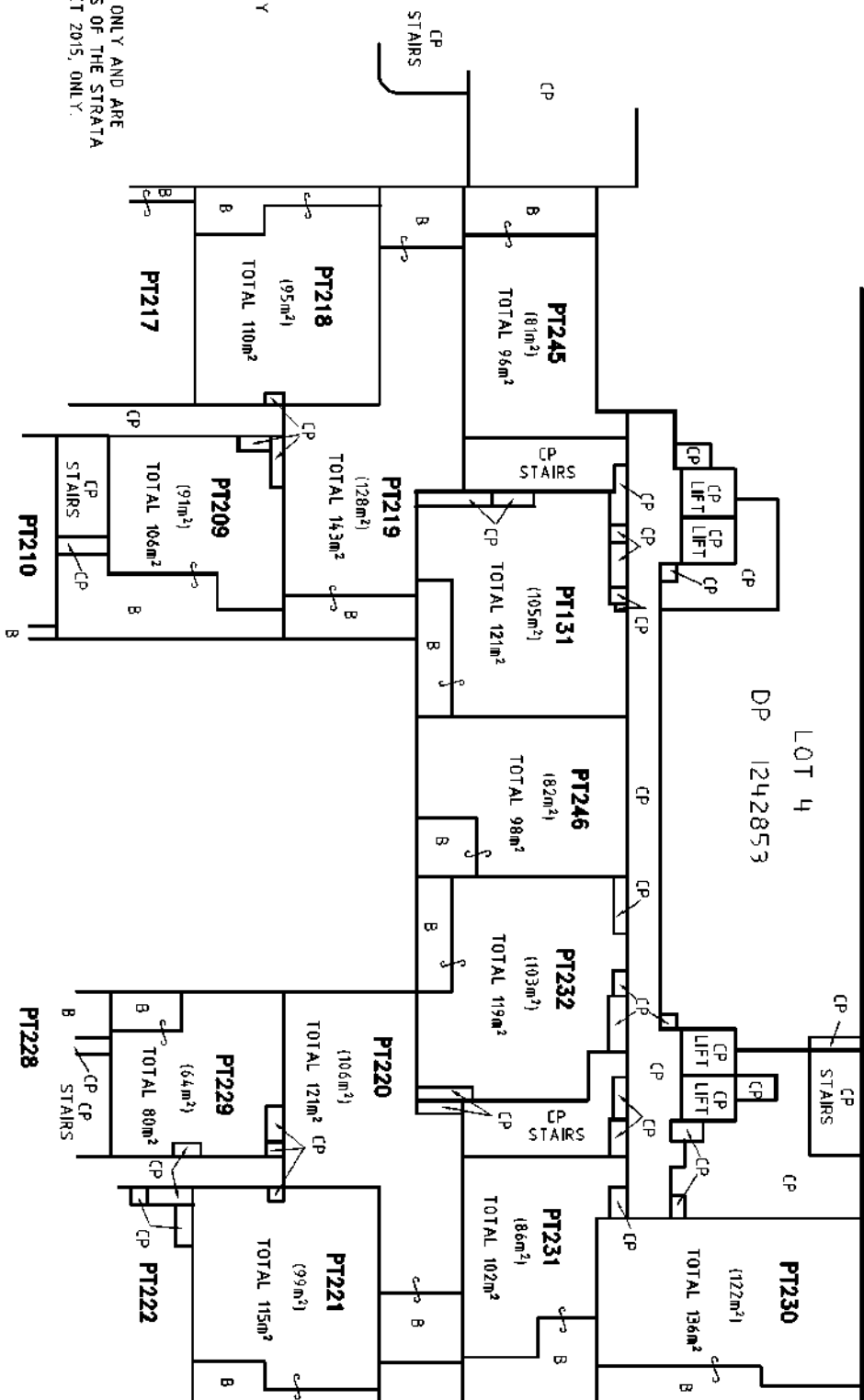
Registered



19.11.2018

SP97600

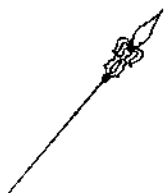
SHEET 25 OF 37 SHEETS



THE STRUTUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

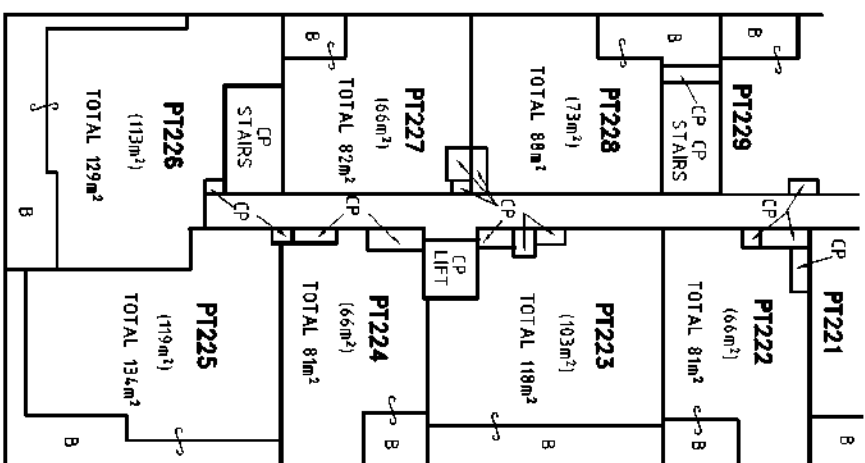
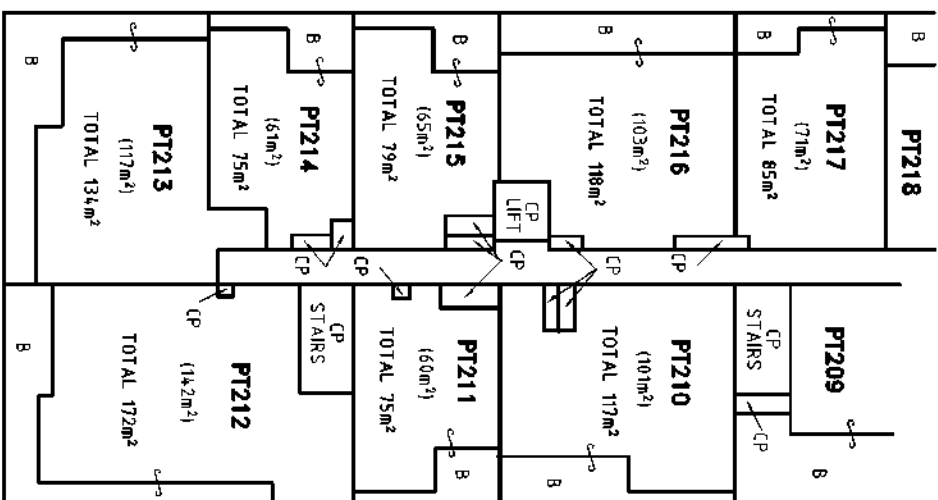
ADJOINS

SP97600



LEVEL 4

SHEET 25 ADJOINS



B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

Lengths are in metres.

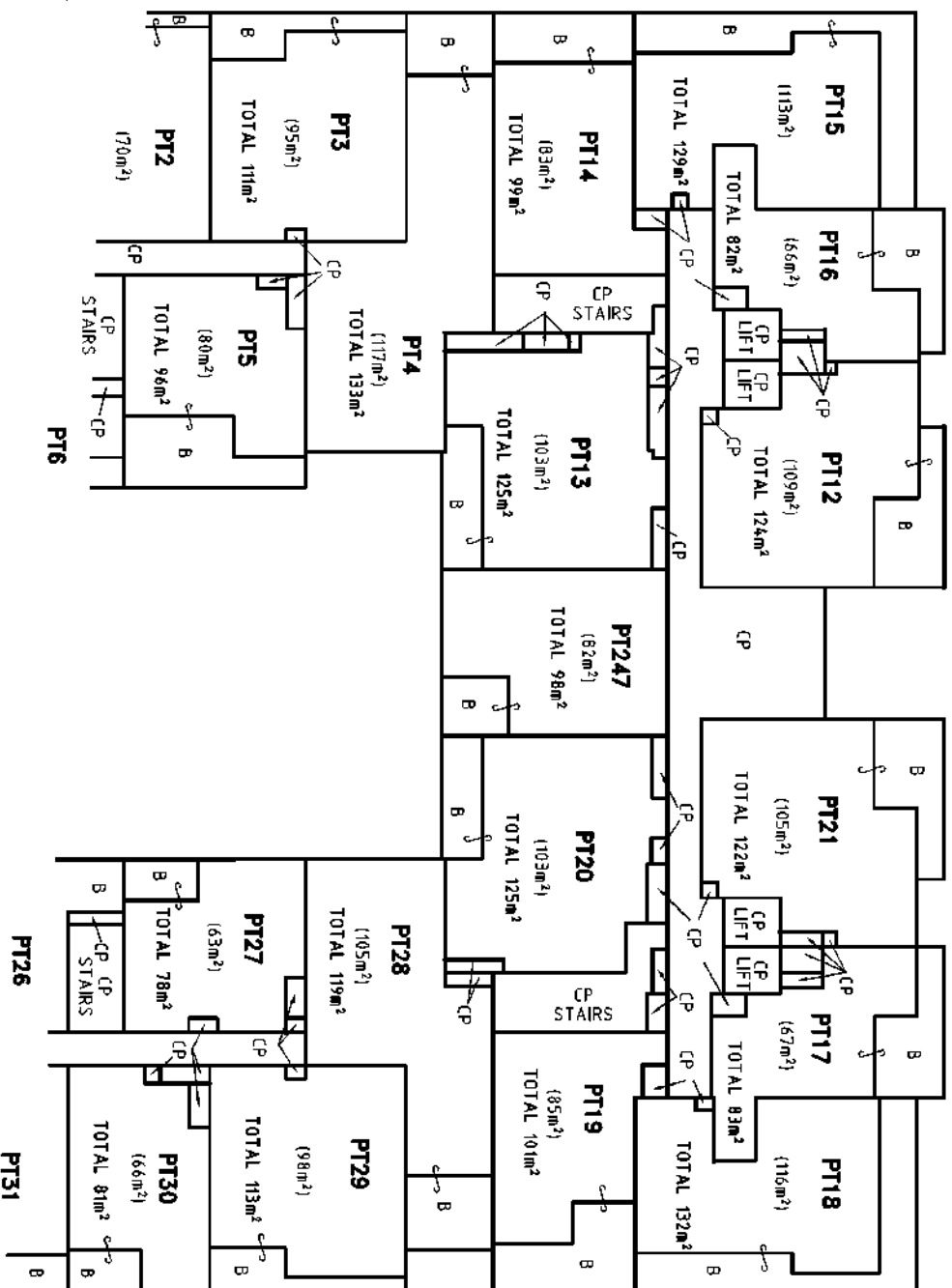
Registered:



19.11.2018

SP97600

LEVEL 5



B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

Lengths are in metres.

Registered:



19.11.2018

SP97600

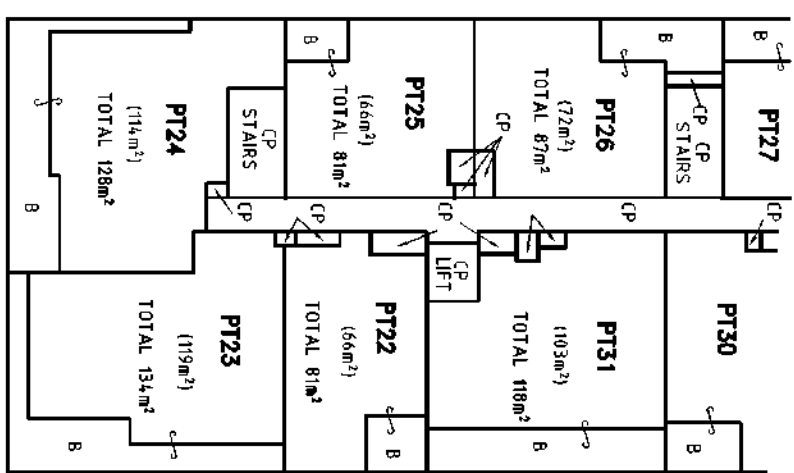
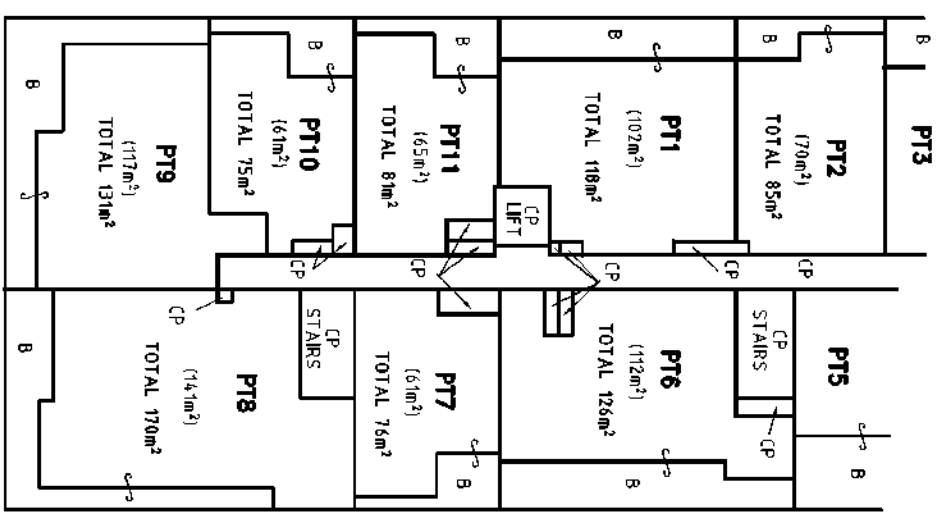
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150



LEVEL 5

SHEET 27

ADJOINS



B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

PLAN HEADING

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

Lengths are in metres.

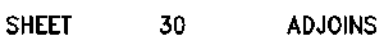
Registered:



19.11.2018

SP97600

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



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

PLAN HEADING

LGA: RYDE

RYDE

Reduction Ratio: 1:200

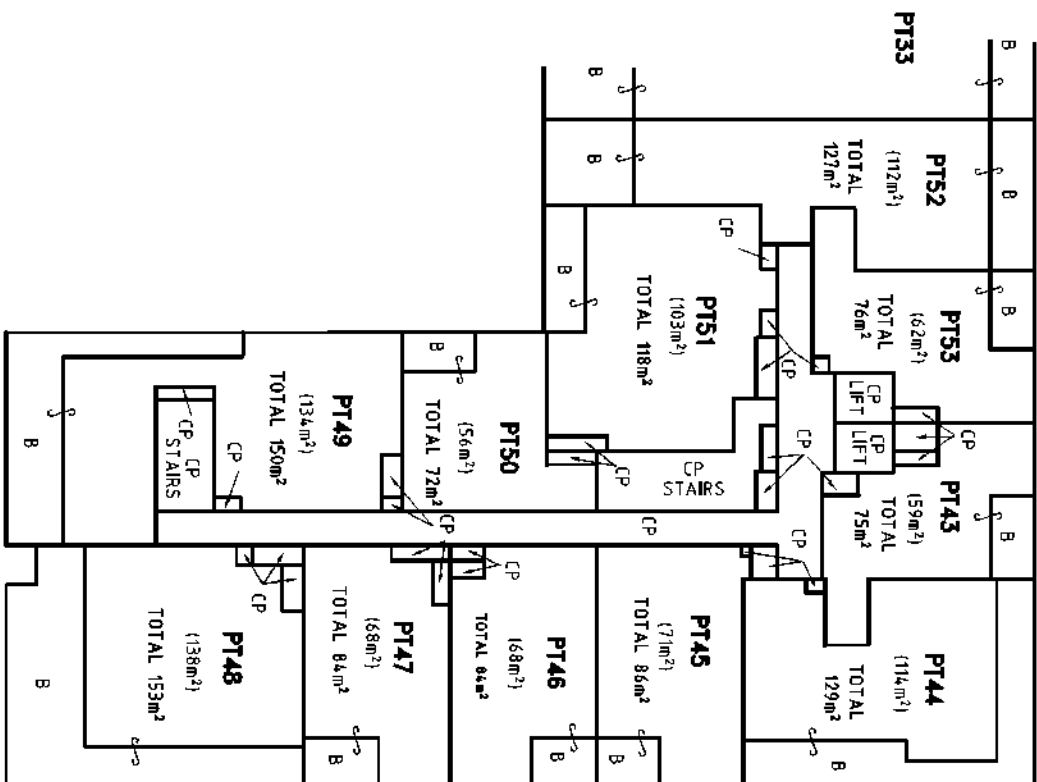
Lengths are in metres.



19.11.2018

SP97600

LEVEL 6



B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

Lengths are in metres.

Registered



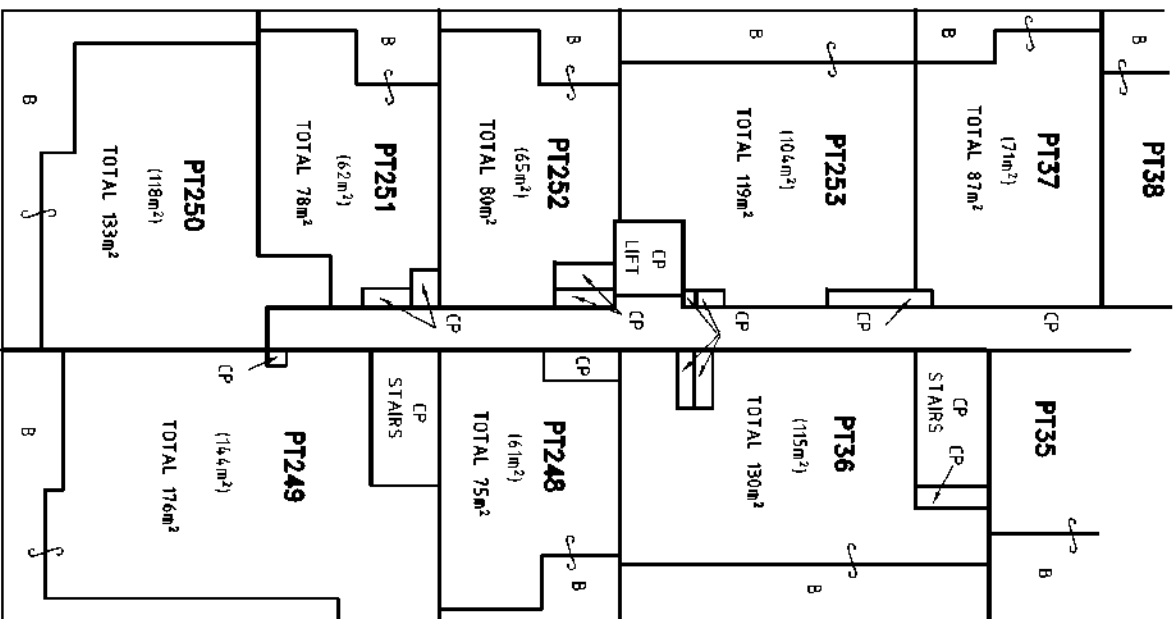
19.11.2018

SP97600

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

SHEET 29 ADJOINS

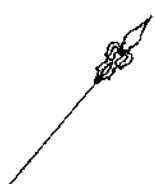
LEVEL 6



B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.



SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:200

Lengths are in metres.

Registered

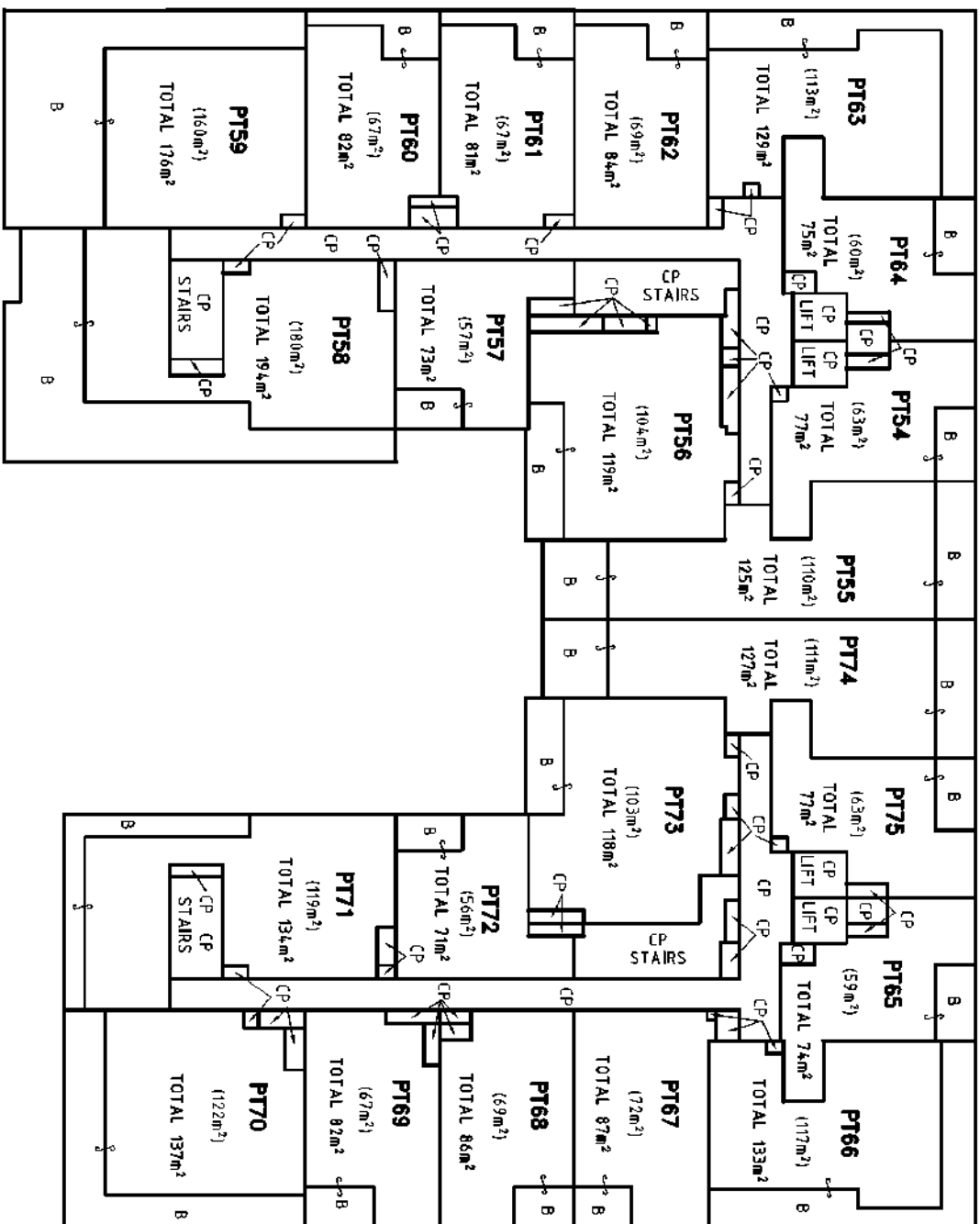


19.11.2018

SP97600

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

LEVEL 7



B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

Lengths are in metres.

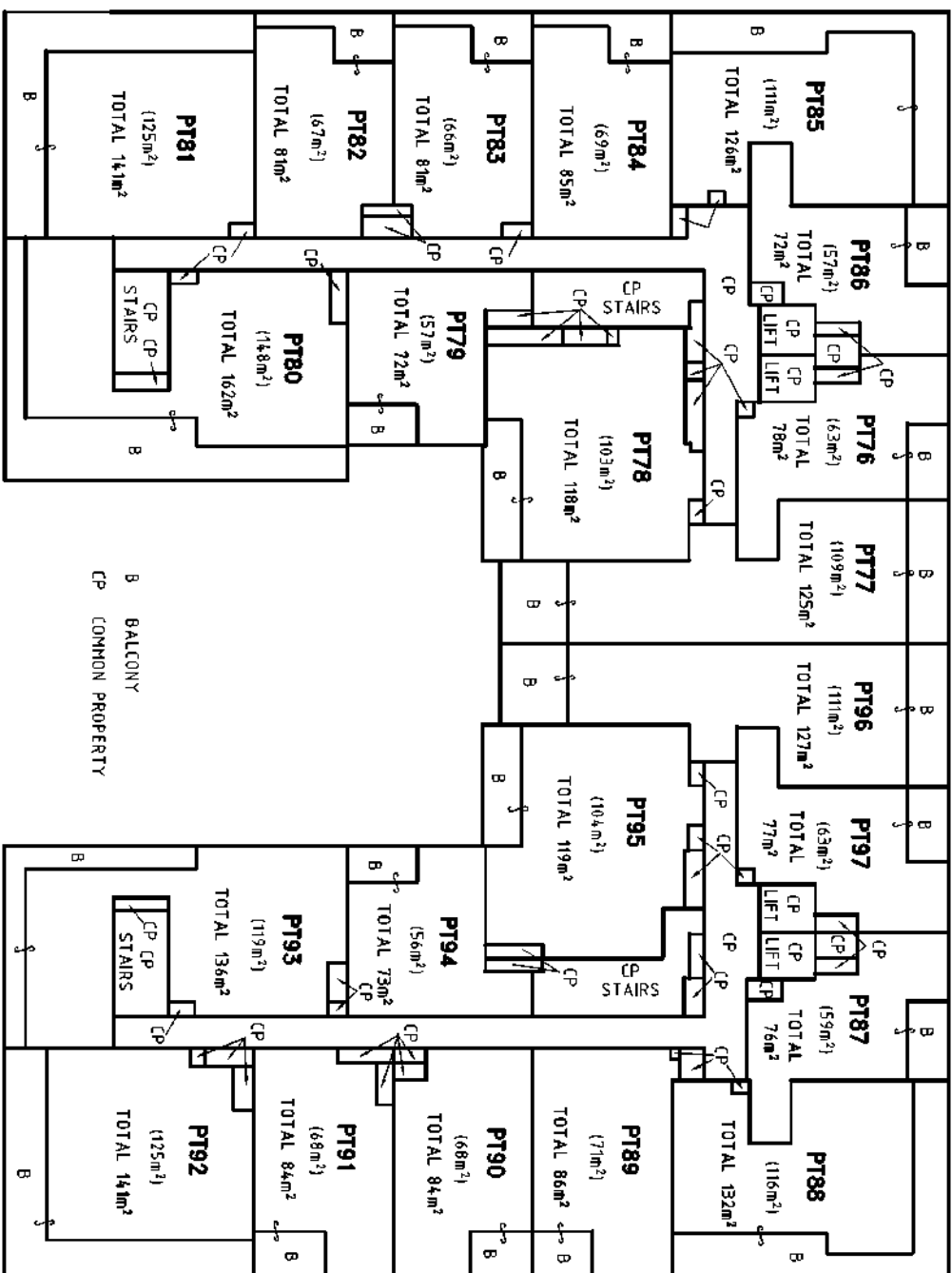
Registered



19.11.2018

SP97600

LEVEL 8



AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

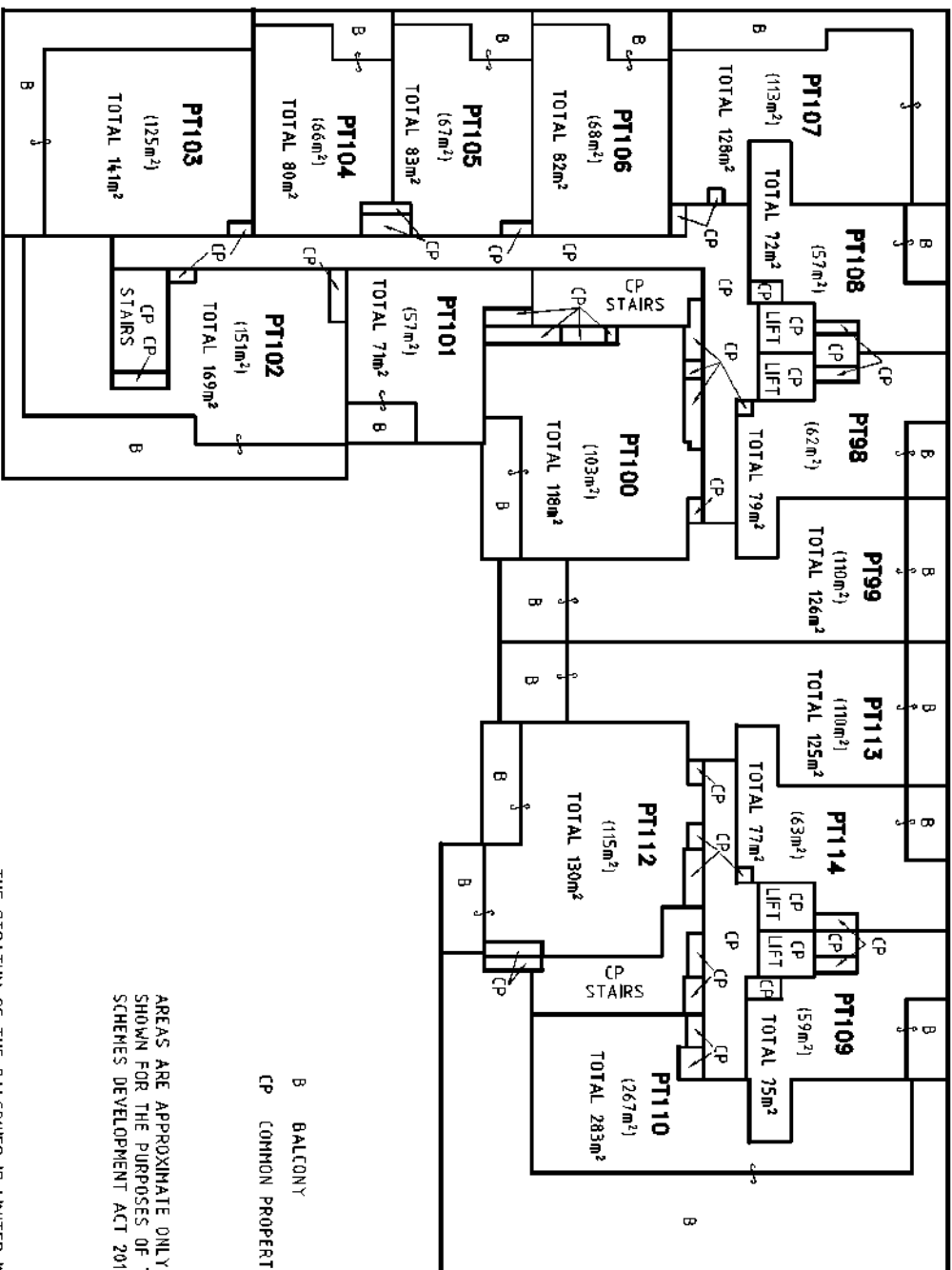
Registered



19.11.2018

SP97600

LEVEL 9



AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

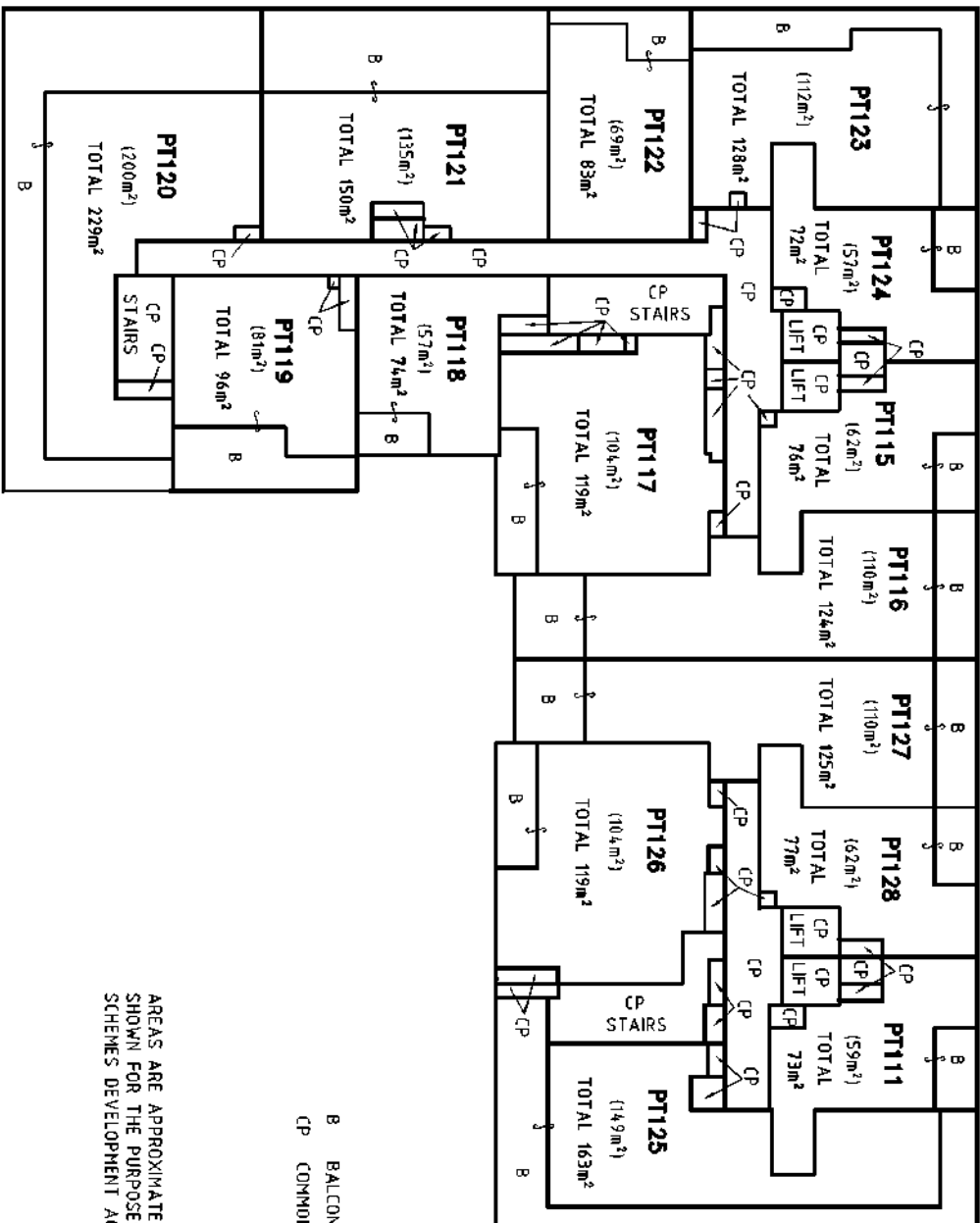
Lengths are in metres.

Registered



19.11.2018

SP97600



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

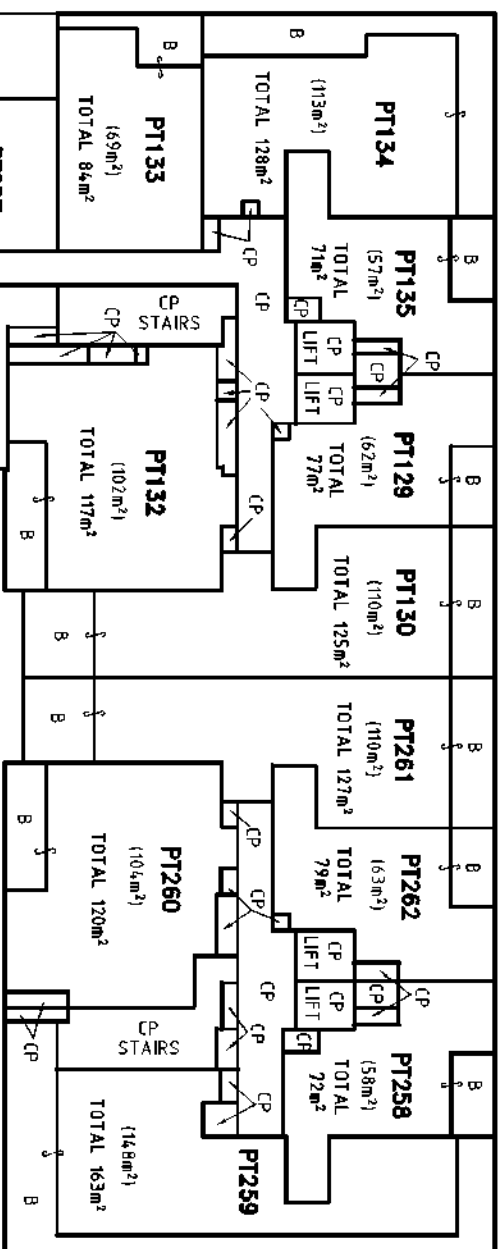
Lengths are in metres.

Register

19.11.2018

SP97600

LEVEL 11

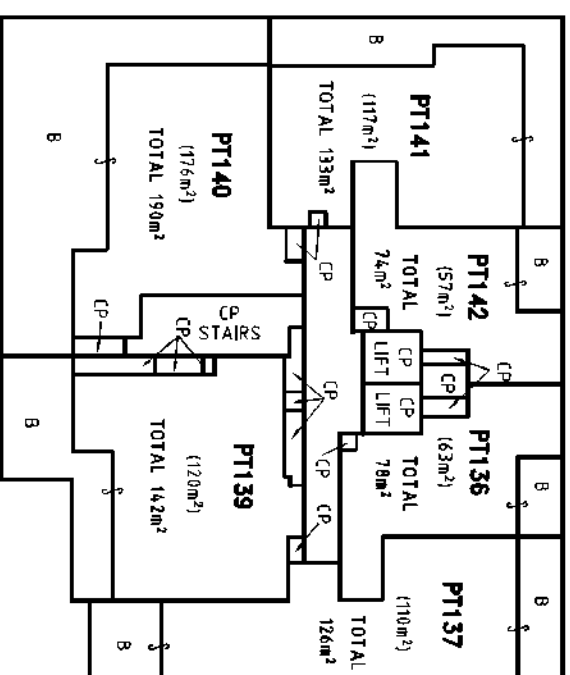


B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS

LEVEL 12



SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

Lengths are in metres.

Registered:

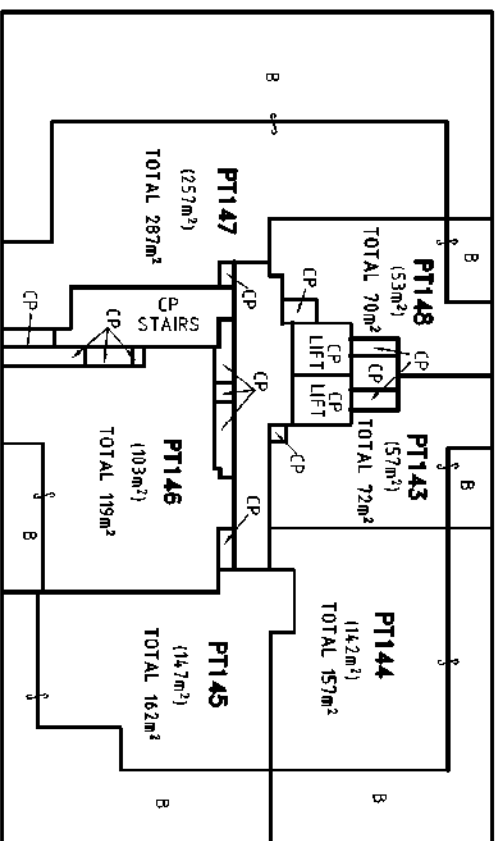


19.11.2018

SP97600

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

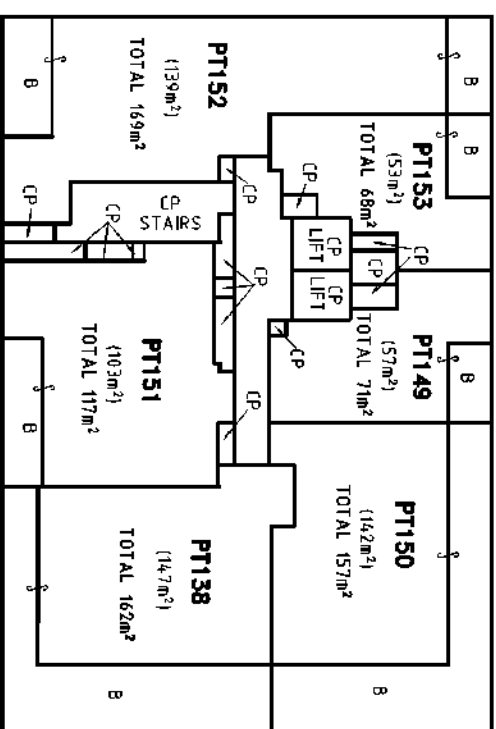
LEVEL 13



AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

LEVEL 14



SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 2-7-2018

Reference: 8071

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1:250

Lengths are in metres.

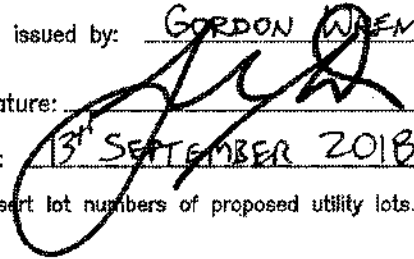
Registered



19.11.2018

SP97600

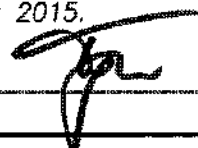
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Office Use Only			Office Use Only		
Registered:  19.11.2018			SP97600		
PLAN OF SUBDIVISION OF: LOT 1 IN DP 1242853			LGA: RYDE Locality: RYDE Parish: HUNTERS HILL County: CUMBERLAND		
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents 6 NANCARROW AVENUE RYDE 2112 Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model By laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I <u>LACHLAN LEONARD HILLARD YOUNG</u> of <u>RAMSAY SURVEYORS PTY LTD</u> <u>PO BOX 2244 CARLINGFORD 2118</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. * The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: <u>2/7/2018</u> Surveyor ID: <u>8676</u> Surveyor's Reference: <u>8071</u> ^ Insert the Deposited Plan number or Dealing number of the instrument that created the easement			Strata Certificate (Accredited Certifier) I <u>GORDON WREN</u> being an Accredited Certifier, accreditation number <u>BPB 0447</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>SC 2642</u> Relevant Planning Approval No: <u>CDC 942</u> issued by: <u>GORDON WREN</u> Signature:  Date: <u>13th SEPTEMBER 2018</u> ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 14 sheet(s)
Office Use Only		Office Use Only
Registered:	 19.11.2018	SP97600

VALUER'S CERTIFICATE

I Tyrone Hodge AAPI CRV being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*.

Signature:  Date: 7/8/18

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	437	30	299	59	476
2	302	31	437	60	302
3	389	32	306	61	302
4	433	33	437	62	302
5	299	34	437	63	419
6	437	35	315	64	310
7	310	36	420	65	310
8	629	37	345	66	428
9	472	38	415	67	304
10	297	39	481	68	304
11	293	40	297	69	304
12	420	41	415	70	476
13	428	42	306	71	538
14	310	43	306	72	258
15	411	44	424	73	448
16	302	45	302	74	446
17	302	46	302	75	310
18	420	47	302	76	312
19	310	48	472	77	446
20	437	49	538	78	450
21	420	50	253	79	304
22	299	51	446	80	542
23	472	52	441	81	481
24	472	53	306	82	306
25	302	54	310	83	306
26	302	55	441	84	306
27	293	56	448	85	424
28	420	57	306	86	312
29	389	58	537	87	312

SCHEDULE OF UNIT ENTITLEMENT CONTINUES ON SHEET 3

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 14 sheet(s)
Office Use Only		Office Use Only
Registered:  19.11.2018	SP97600	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals – see section 22 *Strata Schemes Development Act 2015*

SCHEDULE OF UNIT ENTITLEMENT CONTINUED FROM SHEET 2

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
88	433	117	461	146	487
89	306	118	308	147	787
90	306	119	310	148	319
91	306	120	682	149	323
92	481	121	470	150	485
93	542	122	310	151	492
94	258	123	433	152	752
95	450	124	317	153	323
96	450	125	577	154	306
97	312	126	478	155	306
98	315	127	459	156	306
99	450	128	317	157	297
100	452	129	315	158	350
101	306	130	459	159	306
102	546	131	424	160	306
103	485	132	470	161	306
104	308	133	345	162	297
105	308	134	437	163	555
106	308	135	295	164	428
107	428	136	319	165	280
108	315	137	472	166	280
109	297	138	559	167	297
110	572	139	478	168	295
111	302	140	516	169	295
112	470	141	441	170	336
113	455	142	321	171	306
114	315	143	319	172	288
115	317	144	457	173	599
116	454	145	524	174	459

SCHEDULE OF UNIT ENTITLEMENT CONTINUES ON SHEET 4

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 14 sheet(s)
Office Use Only		Office Use Only
Registered:  19.11.2018	SP97600	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals – see section 22 *Strata Schemes Development Act 2015*

SCHEDULE OF UNIT ENTITLEMENT CONTINUED FROM SHEET 3

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
175	284	206	302	237	411
176	284	207	422	238	297
177	284	208	413	239	297
178	297	209	297	240	297
179	297	210	433	241	297
180	297	211	293	242	288
181	415	212	621	243	533
182	293	213	468	244	332
183	459	214	293	245	302
184	459	215	306	246	319
185	297	216	433	247	341
186	297	217	306	248	315
187	253	218	387	249	638
188	301	219	428	250	472
189	291	220	415	251	302
190	612	221	387	252	315
191	463	222	297	253	437
192	288	223	424	254	306
193	304	224	297	255	328
194	428	225	468	256	690
195	411	226	468	257	463
196	402	227	302	258	306
197	302	228	299	259	581
198	409	229	297	260	516
199	295	230	433	261	463
200	419	231	310	262	315
201	295	232	433	AGGREGATE	100000
202	463	233	297		
203	463	234	280		
204	306	235	288		
205	302	236	297		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 14-sheet(s)
Office Use Only		Office Use Only
Registered:  19.11.2018	SP97600	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals – see section 22 *Strata Schemes Development Act 2015*

STREET ADDRESS SCHEDULE

LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
CP		6	NANCARROW	AVENUE	RYDE
1	501A	6	NANCARROW	AVENUE	RYDE
2	502A	6	NANCARROW	AVENUE	RYDE
3	503A	6	NANCARROW	AVENUE	RYDE
4	504A	6	NANCARROW	AVENUE	RYDE
5	505A	6	NANCARROW	AVENUE	RYDE
6	506A	6	NANCARROW	AVENUE	RYDE
7	507A	6	NANCARROW	AVENUE	RYDE
8	508A	6	NANCARROW	AVENUE	RYDE
9	509A	6	NANCARROW	AVENUE	RYDE
10	510A	6	NANCARROW	AVENUE	RYDE
11	511A	6	NANCARROW	AVENUE	RYDE
12	501B	6	NANCARROW	AVENUE	RYDE
13	503B	6	NANCARROW	AVENUE	RYDE
14	504B	6	NANCARROW	AVENUE	RYDE
15	505B	6	NANCARROW	AVENUE	RYDE
16	506B	6	NANCARROW	AVENUE	RYDE
17	501C	6	NANCARROW	AVENUE	RYDE
18	502C	6	NANCARROW	AVENUE	RYDE
19	503C	6	NANCARROW	AVENUE	RYDE
20	504C	6	NANCARROW	AVENUE	RYDE
21	505C	6	NANCARROW	AVENUE	RYDE
22	501D	6	NANCARROW	AVENUE	RYDE
23	502D	6	NANCARROW	AVENUE	RYDE
24	503D	6	NANCARROW	AVENUE	RYDE
25	504D	6	NANCARROW	AVENUE	RYDE
26	505D	6	NANCARROW	AVENUE	RYDE
27	506D	6	NANCARROW	AVENUE	RYDE
28	507D	6	NANCARROW	AVENUE	RYDE
29	508D	6	NANCARROW	AVENUE	RYDE
30	509D	6	NANCARROW	AVENUE	RYDE
31	510D	6	NANCARROW	AVENUE	RYDE
32	601B	6	NANCARROW	AVENUE	RYDE
33	602B	6	NANCARROW	AVENUE	RYDE
34	603B	6	NANCARROW	AVENUE	RYDE
35	605A	6	NANCARROW	AVENUE	RYDE

STREET ADDRESS SCHEDULE CONTINUES ON SHEET 6

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 14sheet(s)			
Office Use Only		Office Use Only			
Registered:  19.11.2018	SP97600				
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals – see section 22 <i>Strata Schemes Development Act 2015</i>					
STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 5					
LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
36	606A	6	NANCARROW	AVENUE	RYDE
37	602A	6	NANCARROW	AVENUE	RYDE
38	603A	6	NANCARROW	AVENUE	RYDE
39	604A	6	NANCARROW	AVENUE	RYDE
40	604B	6	NANCARROW	AVENUE	RYDE
41	605B	6	NANCARROW	AVENUE	RYDE
42	606B	6	NANCARROW	AVENUE	RYDE
43	601C	6	NANCARROW	AVENUE	RYDE
44	602C	6	NANCARROW	AVENUE	RYDE
45	603C	6	NANCARROW	AVENUE	RYDE
46	604C	6	NANCARROW	AVENUE	RYDE
47	605C	6	NANCARROW	AVENUE	RYDE
48	606C	6	NANCARROW	AVENUE	RYDE
49	607C	6	NANCARROW	AVENUE	RYDE
50	608C	6	NANCARROW	AVENUE	RYDE
51	609C	6	NANCARROW	AVENUE	RYDE
52	610C	6	NANCARROW	AVENUE	RYDE
53	611C	6	NANCARROW	AVENUE	RYDE
54	701B	6	NANCARROW	AVENUE	RYDE
55	702B	6	NANCARROW	AVENUE	RYDE
56	703B	6	NANCARROW	AVENUE	RYDE
57	704B	6	NANCARROW	AVENUE	RYDE
58	705B	6	NANCARROW	AVENUE	RYDE
59	706B	6	NANCARROW	AVENUE	RYDE
60	707B	6	NANCARROW	AVENUE	RYDE
61	708B	6	NANCARROW	AVENUE	RYDE
62	709B	6	NANCARROW	AVENUE	RYDE
63	710B	6	NANCARROW	AVENUE	RYDE
64	711B	6	NANCARROW	AVENUE	RYDE
65	701C	6	NANCARROW	AVENUE	RYDE
66	702C	6	NANCARROW	AVENUE	RYDE
67	703C	6	NANCARROW	AVENUE	RYDE
68	704C	6	NANCARROW	AVENUE	RYDE
69	705C	6	NANCARROW	AVENUE	RYDE
70	706C	6	NANCARROW	AVENUE	RYDE
71	707C	6	NANCARROW	AVENUE	RYDE
STREET ADDRESS SCHEDULE CONTINUES ON SHEET 7					
Surveyors's Reference: 8071					

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 14-sheet(s)			
Office Use Only		Office Use Only			
Registered:  19.11.2018	SP97600				
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals – see section 22 <i>Strata Schemes Development Act 2015</i>					
STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 6					
LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
72	708C	6	NANCARROW	AVENUE	RYDE
73	709C	6	NANCARROW	AVENUE	RYDE
74	710C	6	NANCARROW	AVENUE	RYDE
75	711C	6	NANCARROW	AVENUE	RYDE
76	801B	6	NANCARROW	AVENUE	RYDE
77	802B	6	NANCARROW	AVENUE	RYDE
78	803B	6	NANCARROW	AVENUE	RYDE
79	804B	6	NANCARROW	AVENUE	RYDE
80	805B	6	NANCARROW	AVENUE	RYDE
81	806B	6	NANCARROW	AVENUE	RYDE
82	807B	6	NANCARROW	AVENUE	RYDE
83	808B	6	NANCARROW	AVENUE	RYDE
84	809B	6	NANCARROW	AVENUE	RYDE
85	810B	6	NANCARROW	AVENUE	RYDE
86	811B	6	NANCARROW	AVENUE	RYDE
87	801C	6	NANCARROW	AVENUE	RYDE
88	802C	6	NANCARROW	AVENUE	RYDE
89	803C	6	NANCARROW	AVENUE	RYDE
90	804C	6	NANCARROW	AVENUE	RYDE
91	805C	6	NANCARROW	AVENUE	RYDE
92	806C	6	NANCARROW	AVENUE	RYDE
93	807C	6	NANCARROW	AVENUE	RYDE
94	808C	6	NANCARROW	AVENUE	RYDE
95	809C	6	NANCARROW	AVENUE	RYDE
96	810C	6	NANCARROW	AVENUE	RYDE
97	811C	6	NANCARROW	AVENUE	RYDE
98	901B	6	NANCARROW	AVENUE	RYDE
99	902B	6	NANCARROW	AVENUE	RYDE
100	903B	6	NANCARROW	AVENUE	RYDE
101	904B	6	NANCARROW	AVENUE	RYDE
102	905B	6	NANCARROW	AVENUE	RYDE
103	906B	6	NANCARROW	AVENUE	RYDE
104	907B	6	NANCARROW	AVENUE	RYDE
105	908B	6	NANCARROW	AVENUE	RYDE
106	909B	6	NANCARROW	AVENUE	RYDE
107	910B	6	NANCARROW	AVENUE	RYDE
STREET ADDRESS SCHEDULE CONTINUES ON SHEET 8					
Surveyors' Reference: 8071					

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 14-sheet(s)
Office Use Only		Office Use Only
Registered:  19.11.2018	SP97600	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals – see section 22 *Strata Schemes Development Act 2015*

STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 7

LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
108	911B	6	NANCARROW	AVENUE	RYDE
109	901C	6	NANCARROW	AVENUE	RYDE
110	902C	6	NANCARROW	AVENUE	RYDE
111	1001C	6	NANCARROW	AVENUE	RYDE
112	903C	6	NANCARROW	AVENUE	RYDE
113	904C	6	NANCARROW	AVENUE	RYDE
114	905C	6	NANCARROW	AVENUE	RYDE
115	1001B	6	NANCARROW	AVENUE	RYDE
116	1002B	6	NANCARROW	AVENUE	RYDE
117	1003B	6	NANCARROW	AVENUE	RYDE
118	1004B	6	NANCARROW	AVENUE	RYDE
119	1005B	6	NANCARROW	AVENUE	RYDE
120	1006B	6	NANCARROW	AVENUE	RYDE
121	1007B	6	NANCARROW	AVENUE	RYDE
122	1008B	6	NANCARROW	AVENUE	RYDE
123	1009B	6	NANCARROW	AVENUE	RYDE
124	1010B	6	NANCARROW	AVENUE	RYDE
125	1002C	6	NANCARROW	AVENUE	RYDE
126	1003C	6	NANCARROW	AVENUE	RYDE
127	1004C	6	NANCARROW	AVENUE	RYDE
128	1005C	6	NANCARROW	AVENUE	RYDE
129	1101B	6	NANCARROW	AVENUE	RYDE
130	1102B	6	NANCARROW	AVENUE	RYDE
131	402B	6	NANCARROW	AVENUE	RYDE
132	1103B	6	NANCARROW	AVENUE	RYDE
133	1108B	6	NANCARROW	AVENUE	RYDE
134	1109B	6	NANCARROW	AVENUE	RYDE
135	1110B	6	NANCARROW	AVENUE	RYDE
136	1201B	6	NANCARROW	AVENUE	RYDE
137	1202B	6	NANCARROW	AVENUE	RYDE
138	1402B	6	NANCARROW	AVENUE	RYDE
139	1203B	6	NANCARROW	AVENUE	RYDE
140	1204B	6	NANCARROW	AVENUE	RYDE
141	1205B	6	NANCARROW	AVENUE	RYDE
142	1206B	6	NANCARROW	AVENUE	RYDE
143	1301B	6	NANCARROW	AVENUE	RYDE

STREET ADDRESS SCHEDULE CONTINUES ON SHEET 9

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 9 of 14 sheet(s)			
Office Use Only		Office Use Only			
Registered:  19.11.2018	SP97600				
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals – see section 22 <i>Strata Schemes Development Act 2015</i>					
STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 8					
LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
144	1302B	6	NANCARROW	AVENUE	RYDE
145	1303B	6	NANCARROW	AVENUE	RYDE
146	1304B	6	NANCARROW	AVENUE	RYDE
147	1305B	6	NANCARROW	AVENUE	RYDE
148	1306B	6	NANCARROW	AVENUE	RYDE
149	1401B	6	NANCARROW	AVENUE	RYDE
150	1402B	6	NANCARROW	AVENUE	RYDE
151	1404B	6	NANCARROW	AVENUE	RYDE
152	1405B	6	NANCARROW	AVENUE	RYDE
153	1406B	6	NANCARROW	AVENUE	RYDE
154	4D	6	NANCARROW	AVENUE	RYDE
155	3D	6	NANCARROW	AVENUE	RYDE
156	2D	6	NANCARROW	AVENUE	RYDE
157	1D	6	NANCARROW	AVENUE	RYDE
158	104D	6	NANCARROW	AVENUE	RYDE
159	103C	6	NANCARROW	AVENUE	RYDE
160	102C	6	NANCARROW	AVENUE	RYDE
161	101C	6	NANCARROW	AVENUE	RYDE
162	103A	6	NANCARROW	AVENUE	RYDE
163	104A	6	NANCARROW	AVENUE	RYDE
164	105A	6	NANCARROW	AVENUE	RYDE
165	106A	6	NANCARROW	AVENUE	RYDE
166	107A	6	NANCARROW	AVENUE	RYDE
167	105D	6	NANCARROW	AVENUE	RYDE
168	106D	6	NANCARROW	AVENUE	RYDE
169	107D	6	NANCARROW	AVENUE	RYDE
170	101D	6	NANCARROW	AVENUE	RYDE
171	102D	6	NANCARROW	AVENUE	RYDE
172	208A	6	NANCARROW	AVENUE	RYDE
173	209A	6	NANCARROW	AVENUE	RYDE
174	210A	6	NANCARROW	AVENUE	RYDE
175	211A	6	NANCARROW	AVENUE	RYDE
176	212A	6	NANCARROW	AVENUE	RYDE
177	201A	6	NANCARROW	AVENUE	RYDE
178	207A	6	NANCARROW	AVENUE	RYDE
179	208D	6	NANCARROW	AVENUE	RYDE
STREET ADDRESS SCHEDULE CONTINUES ON SHEET 10					
Surveyors's Reference: 8071					

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 10 of 14 sheet(s)
Office Use Only		Office Use Only
Registered:  19.11.2018	SP97600	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals – see section 22 *Strata Schemes Development Act 2015*

STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 9

LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
180	209D	6	NANCARROW	AVENUE	RYDE
181	210D	6	NANCARROW	AVENUE	RYDE
182	201D	6	NANCARROW	AVENUE	RYDE
183	202D	6	NANCARROW	AVENUE	RYDE
184	203D	6	NANCARROW	AVENUE	RYDE
185	204D	6	NANCARROW	AVENUE	RYDE
186	205D	6	NANCARROW	AVENUE	RYDE
187	201C	6	NANCARROW	AVENUE	RYDE
188	306A	6	NANCARROW	AVENUE	RYDE
189	307A	6	NANCARROW	AVENUE	RYDE
190	308A	6	NANCARROW	AVENUE	RYDE
191	309A	6	NANCARROW	AVENUE	RYDE
192	310A	6	NANCARROW	AVENUE	RYDE
193	311A	6	NANCARROW	AVENUE	RYDE
194	301A	6	NANCARROW	AVENUE	RYDE
195	302A	6	NANCARROW	AVENUE	RYDE
196	303A	6	NANCARROW	AVENUE	RYDE
197	305A	6	NANCARROW	AVENUE	RYDE
198	308D	6	NANCARROW	AVENUE	RYDE
199	309D	6	NANCARROW	AVENUE	RYDE
200	310D	6	NANCARROW	AVENUE	RYDE
201	301D	6	NANCARROW	AVENUE	RYDE
202	302D	6	NANCARROW	AVENUE	RYDE
203	303D	6	NANCARROW	AVENUE	RYDE
204	304D	6	NANCARROW	AVENUE	RYDE
205	305D	6	NANCARROW	AVENUE	RYDE
206	306D	6	NANCARROW	AVENUE	RYDE
207	301C	6	NANCARROW	AVENUE	RYDE
208	302C	6	NANCARROW	AVENUE	RYDE
209	405A	6	NANCARROW	AVENUE	RYDE
210	406A	6	NANCARROW	AVENUE	RYDE
211	407A	6	NANCARROW	AVENUE	RYDE
212	408A	6	NANCARROW	AVENUE	RYDE
213	409A	6	NANCARROW	AVENUE	RYDE
214	410A	6	NANCARROW	AVENUE	RYDE
215	411A	6	NANCARROW	AVENUE	RYDE

STREET ADDRESS SCHEDULE CONTINUES ON SHEET 11

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 11 of 14 sheet(s)
Office Use Only		Office Use Only
Registered:  19.11.2018	SP97600	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals – see section 22 *Strata Schemes Development Act 2015*

STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 10

LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
216	401A	6	NANCARROW	AVENUE	RYDE
217	402A	6	NANCARROW	AVENUE	RYDE
218	403A	6	NANCARROW	AVENUE	RYDE
219	404A	6	NANCARROW	AVENUE	RYDE
220	407D	6	NANCARROW	AVENUE	RYDE
221	408D	6	NANCARROW	AVENUE	RYDE
222	409D	6	NANCARROW	AVENUE	RYDE
223	410D	6	NANCARROW	AVENUE	RYDE
224	401D	6	NANCARROW	AVENUE	RYDE
225	402D	6	NANCARROW	AVENUE	RYDE
226	403D	6	NANCARROW	AVENUE	RYDE
227	404D	6	NANCARROW	AVENUE	RYDE
228	405D	6	NANCARROW	AVENUE	RYDE
229	406D	6	NANCARROW	AVENUE	RYDE
230	401C	6	NANCARROW	AVENUE	RYDE
231	402C	6	NANCARROW	AVENUE	RYDE
232	403C	6	NANCARROW	AVENUE	RYDE
233	102A	6	NANCARROW	AVENUE	RYDE
234	101A	6	NANCARROW	AVENUE	RYDE
235	103D	6	NANCARROW	AVENUE	RYDE
236	202A	6	NANCARROW	AVENUE	RYDE
237	203A	6	NANCARROW	AVENUE	RYDE
238	204A	6	NANCARROW	AVENUE	RYDE
239	205A	6	NANCARROW	AVENUE	RYDE
240	206A	6	NANCARROW	AVENUE	RYDE
241	206D	6	NANCARROW	AVENUE	RYDE
242	207D	6	NANCARROW	AVENUE	RYDE
243	304A	6	NANCARROW	AVENUE	RYDE
244	307D	6	NANCARROW	AVENUE	RYDE
245	403B	6	NANCARROW	AVENUE	RYDE
246	401B	6	NANCARROW	AVENUE	RYDE
247	502B	6	NANCARROW	AVENUE	RYDE
248	607A	6	NANCARROW	AVENUE	RYDE
249	608A	6	NANCARROW	AVENUE	RYDE
250	609A	6	NANCARROW	AVENUE	RYDE
251	610A	6	NANCARROW	AVENUE	RYDE

STREET ADDRESS SCHEDULE CONTINUES ON SHEET 12

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 12 of 14 sheet(s)																																																																								
Office Use Only		Office Use Only																																																																								
Registered:  19.11.2018	SP97600																																																																									
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals – see section 22 <i>Strata Schemes Development Act 2015</i>																																																																										
STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 11																																																																										
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>LOT No</th> <th>UNIT No</th> <th>ADDRESS No</th> <th>ROAD NAME</th> <th>ROAD TYPE</th> <th>LOCALITY</th> </tr> </thead> <tbody> <tr><td>252</td><td>611A</td><td>6</td><td>NANCARROW</td><td>AVENUE</td><td>RYDE</td></tr> <tr><td>253</td><td>601A</td><td>6</td><td>NANCARROW</td><td>AVENUE</td><td>RYDE</td></tr> <tr><td>254</td><td>1104B</td><td>6</td><td>NANCARROW</td><td>AVENUE</td><td>RYDE</td></tr> <tr><td>255</td><td>1105B</td><td>6</td><td>NANCARROW</td><td>AVENUE</td><td>RYDE</td></tr> <tr><td>256</td><td>1106B</td><td>6</td><td>NANCARROW</td><td>AVENUE</td><td>RYDE</td></tr> <tr><td>257</td><td>1107B</td><td>6</td><td>NANCARROW</td><td>AVENUE</td><td>RYDE</td></tr> <tr><td>258</td><td>1101C</td><td>6</td><td>NANCARROW</td><td>AVENUE</td><td>RYDE</td></tr> <tr><td>259</td><td>1102C</td><td>6</td><td>NANCARROW</td><td>AVENUE</td><td>RYDE</td></tr> <tr><td>260</td><td>1103C</td><td>6</td><td>NANCARROW</td><td>AVENUE</td><td>RYDE</td></tr> <tr><td>261</td><td>1104C</td><td>6</td><td>NANCARROW</td><td>AVENUE</td><td>RYDE</td></tr> <tr><td>262</td><td>1105C</td><td>6</td><td>NANCARROW</td><td>AVENUE</td><td>RYDE</td></tr> </tbody> </table>			LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY	252	611A	6	NANCARROW	AVENUE	RYDE	253	601A	6	NANCARROW	AVENUE	RYDE	254	1104B	6	NANCARROW	AVENUE	RYDE	255	1105B	6	NANCARROW	AVENUE	RYDE	256	1106B	6	NANCARROW	AVENUE	RYDE	257	1107B	6	NANCARROW	AVENUE	RYDE	258	1101C	6	NANCARROW	AVENUE	RYDE	259	1102C	6	NANCARROW	AVENUE	RYDE	260	1103C	6	NANCARROW	AVENUE	RYDE	261	1104C	6	NANCARROW	AVENUE	RYDE	262	1105C	6	NANCARROW	AVENUE	RYDE
LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY																																																																					
252	611A	6	NANCARROW	AVENUE	RYDE																																																																					
253	601A	6	NANCARROW	AVENUE	RYDE																																																																					
254	1104B	6	NANCARROW	AVENUE	RYDE																																																																					
255	1105B	6	NANCARROW	AVENUE	RYDE																																																																					
256	1106B	6	NANCARROW	AVENUE	RYDE																																																																					
257	1107B	6	NANCARROW	AVENUE	RYDE																																																																					
258	1101C	6	NANCARROW	AVENUE	RYDE																																																																					
259	1102C	6	NANCARROW	AVENUE	RYDE																																																																					
260	1103C	6	NANCARROW	AVENUE	RYDE																																																																					
261	1104C	6	NANCARROW	AVENUE	RYDE																																																																					
262	1105C	6	NANCARROW	AVENUE	RYDE																																																																					
A STRATA MANAGEMENT STATEMENT ACCOMPANIES THIS PLAN																																																																										
Surveyors' Reference: 8071																																																																										

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 13 of 14 sheet(s)
Office Use Only Registered:  19.11.2018		Office Use Only SP97600
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals – see section 22 <i>Strata Schemes Development Act 2015</i>		
Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee SIGNED by <u>GEORGE SMITH</u> 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 <u>Sta</u> Name of witness <u>Sue Tan</u> 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 identifying documentation.		
Surveyors' Reference: 8072 8071		

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet ¹⁴ 12 of 14 sheet(s)	
Office Use Only		Office Use Only			
Registered:  19.11.2018		SP97600			
This sheet is for the provision of the following information as required: • Any information which cannot fit in the appropriate panel of any previous administration sheets • Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals – see section 22 Strata Schemes Development Act 2015					
SIGNED BY BAYONE PROJECTS PTY LTD ABN 31 113 337 518 PURSUANT TO S127 CORPORATIONS ACT 2001		 SIGN Sole Director / Secretary OFFICE (DIRECTOR OR SECRETARY) SARKIS NASSIF FULL NAME			
SIGNED BY 357 HPG PTY LTD ABN 59 133 364 084 PURSUANT TO S127 CORPORATIONS ACT 2001		 SIGN Sole Director / Secretary OFFICE (DIRECTOR OR SECRETARY) SARKIS NASSIF FULL NAME			
Surveyors's Reference: 8072 8071					

ePlan

Approved Form 9		Strata Management Statement	Sheet 1 of 50 Sheet(s)
Registered:		Office Use Only	Office Use Only
 19.11.2018		SP97600	



SHEPHERDS BAY

MEADOWBANK

STRATA MANAGEMENT STATEMENT

HARVARD APARTMENTS

PEARL OF THE BAY APARTMENTS

ePlan

Approved Form 9	Strata Management Statement	Sheet 2 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

Contents

1.	Introduction	7
2.	Overview	7
2.1	Overview of development	7
2.2	Parties Bound	7
2.3	Shared Areas and Shared Facilities	7
3.	Definitions and interpretation	8
3.1	Definitions	8
3.2	Interpretation	10
4.	Establishment of building management committee	11
4.1	Building management committee	11
5.	Office bearers	11
5.1	Chairperson	11
5.2	Secretary	11
5.3	Functions of secretary	11
5.4	Functions of the treasurer	12
5.5	Functions of the chairperson	12
5.6	Other Appointees	12
6.	Functions of Building Management Committee	12
6.1	Functions of the Committee	12
7.	Meetings of Building Management Committee	13
7.1	Convening meetings	13
7.2	Notices of meeting	13
7.3	Records of meeting	13
8.	Quorum	13
8.1	Quorum	13
8.2	Quorum Requirements	13
8.3	Adjourn Meeting	14

ePlan

Approved Form 9	Strata Management Statement	Sheet 3 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

9. Voting	14
9.1 Voting	14
9.2 Chairperson does not have casting vote	14
9.3 Deadlock	14
10. Building Management Committee decisions	14
10.1 Decision of Building Management Committee	14
10.2 Decisions made in writing	14
10.3 Minutes of Meetings	15
10.4 Inspecting the Building Management Committee's Records	15
10.5 Decisions of the Building Management Committee	15
10.6 Things done by a Representative	15
11. Submissions to building management committee	15
11.1 Proposals	15
11.2 Submission of Proposals	16
11.3 Maintenance Agreements	16
11.4 Alterations to Shared Facilities or Shared Areas	17
11.5 Review of Shared Costs	17
11.6 Submission Restriction	17
11.7 Amendments to this Statement	17
12. Service of notices and other documents	17
12.1 Service	17
12.2 Date when effective	18
12.3 Receipt of Notices	18
13. Disputes	18
13.1 Notice of Dispute	18
13.2 Committee to meet	19
13.3 Referral of Dispute	19
13.4 Referring a Dispute to expert determination	19

ePlan

Approved Form 9	Strata Management Statement	Sheet 4 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

13.5	Appointing an expert	19
13.6	Instructions to the Expert	20
13.7	Conducting expert determination	20
13.8	Expert determination	20
13.9	Binding effect	20
13.10	Costs	20
13.11	Information Confidential	20
14.	Obligations and rights of the parties	20
14.1	General obligations of the Members	20
14.2	Nature of Members' obligations	21
14.3	Obligations of the Building Management Committee	21
14.4	Appointing a Strata Manager	21
14.5	Appointing a Facilities Manager	22
14.6	Release	22
14.7	General covenants	23
14.8	Shared facilities	23
15.	Maintenance, repair, renovation and refurbishment	23
15.1	Members responsible for own stratum lot	23
15.2	Failure of Member and Owner to carry out its obligations	24
15.3	Upgrading and redevelopment	24
16.	Banking money and interest on accounts	25
16.1	Establishing a bank account	25
16.2	Withdrawing money	26
16.3	Trust account	26
16.4	Interest bearing accounts	26
17.	Payments	26
17.1	Contribution to Shared Costs	26
17.2	Payment of Shared Costs	26

ePlan

Approved Form 9	Strata Management Statement	Sheet 5 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

17.3	Budget	26
17.4	Payment by Members	27
17.5	Statement	28
17.6	Adjustments	28
17.7	Defaulting Member	28
17.8	Rights on default by a Member	28
17.9	Clarification	29
17.10	Records and Books	29
17.11	Application of Payment	29
18.	Cleaning	30
18.1	Cleaning of Shared Areas	30
18.2	Cleaning of windows	30
18.3	Garbage removal	30
18.4	Rights and obligations	30
19.	Insurance and indemnity	31
19.1	Required insurance	31
19.2	Method of effecting insurance	32
19.3	Basis of apportionment	32
19.4	Total destruction of the building	32
19.5	Partial destruction	32
19.6	Additional insurance provisions	33
19.7	Insurance not to be voided	33
19.8	Indemnity	33
20.	Access to Building	34
20.1	Member's Right to Access	34
20.2	Building Management Committee's Right to Access	34
21.	Permitted usage	34
22.	Utilities	34

ePlan

Approved Form 9	Strata Management Statement	Sheet 6 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

22.1	Utility agreements	34
23.	Signage	34
23.1	Rights of each Member	34
23.2	Approval not to be withheld unreasonably	35
24.	Rules and Codes	35
24.1	General Rules	35
24.2	Architectural Code	35
	Schedule A List of Shared Facilities	36
	Schedule B Costs for Shared Facilities	42
	Signing page	50

ePlan

Approved Form 9	Strata Management Statement	Sheet 7 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

1. Introduction

Note: This strata management statement has effect as an agreement under seal binding:

- (a) *The owners corporation of a strata scheme for part of the building, or*
- (b) *An owner, mortgagee in possession or lessee of a lot in a strata scheme for part of the building, or*
- (c) *Another person in whom is vested the fee simple of a part of the building or site affected by the statement, or*
- (d) *The mortgagee in possession or lessee of a part of the building or site referred to in (c).*

(see section 105 Strata Schemes Development Act 2015).

2. Overview

2.1 Overview of development

Stages 2 and 3 at Shepherds Bay is a stratum development comprising of 7 lots in Deposited Plan 1242853:

- Lot 1 being Harvard Apartments
- Lot 2 being Pearl of the Bay Apartments
- Lot 3 being Shepherds Bay Plus water management facility
- Lot 4 being commercial premises
- Lot 5 being commercial premises
- Lot 6 being commercial premises
- Lot 7 being a community centre of the Council of the City of Ryde

2.2 Parties Bound

This strata management statement binds:

- (a) each owner of a stratum lot and any occupier, tenant or mortgagee in possession for the time being of a stratum lot and
- (b) if any of the stratum lot is further subdivided by a one or more strata plans, each owner, occupier, tenant or mortgagee in possession for the time being of a strata lot.

2.3 Shared Areas and Shared Facilities

The owners and occupiers who may use the Shared Areas and Shared Facilities are set out in Schedule B.

ePlan

Approved Form 9	Strata Management Statement	Sheet 8 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

3. Definitions and interpretation

3.1 Definitions

In this Statement, unless a contrary intention occurs:

Administrative Fund is defined in clause 17.3(d)(ii).

Approved Insurer has the meaning as defined in the Management Act.

Approved Maintenance Agreement means a maintenance agreement for a Shared Facility and/or a Shared Area approved in accordance with clause 11.3.

Budget means the estimate of costs referred to in clause 17.3.

Building means the improvements erected on the Land.

Building Management Committee means the committee to be formed under clause 4.1.

Business Day means any day which is not a Saturday, Sunday or proclaimed public holiday in New South Wales.

Capital Works Fund is defined in clause 17.3(d)(i).

Chairperson means the chairperson of the Building Management Committee appointed under clause 5.1 from time to time.

Clause means a clause of this Statement.

Defaulting Member means an owner of a lot who is in default of its obligation to pay the Shared Costs under clause 17.

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

Expert is defined in clause 13.5.

Facilities Manager means the facilities manager appointed by the Building Management Committee from time to time under clause 14.5 and includes a reference to the employees and contractors of the Facilities Manager.

General Resolution means a resolution on a motion before the Building Management Committee for which a majority of the Members voting approve the resolution.

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

Insurance means all insurances required to be effected under clause 18.2 with an Approved Insurer and includes any other Insurance determined by General Resolution to be Insurance.

Land means Lots 1 to 7 inclusive in Deposited Plan 1242853.

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

ePlan

Approved Form 9	Strata Management Statement	Sheet 9 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

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

Member means:

- (a) the owner of each Stratum Lot (and where there are co-owners of a Stratum Lot, all of the co-owners jointly), and
- (b) if a Stratum Lot is subdivided by a strata plan to create a strata scheme, the Member is the Owners Corporation for the strata scheme.

Occupier means the occupier, mortgagee in possession, lessee or licensee of a Stratum Lot or part of a Stratum Lot.

Payment Notice means the notice described in clause 17.5.

Representative means a natural person appointed by a Member to represent it and vote at meetings of the Building Management Committee.

Schedule means a Schedule to this Statement.

Senior Lawyer means a legal practitioner of not less than 20 years' post qualification experience.

Shared Area or **Shared Areas** means the driveways, accessways and areas referred to in Schedule A and any alterations, additions or replacement of those areas.

Shared Costs means all costs, expenses, fees and other outgoings paid by the Building Management Committee or an Owners Corporation (as the case may be) in managing, supervising and maintaining a Shared Area or Shared Facility and keeping it secure and includes, without limitation, all costs in respect of:

- (a) services supplied including all charges for electricity, gas, oil and telephone services
- (b) energy or utility costs
- (c) the cleaning, servicing, maintaining and renovation of the Shared Area or Shared Facility
- (d) the maintenance and repair costs
- (e) renovation or replacement costs
- (f) costs of operation (including any electricity or other utility costs)
- (g) the amount or amounts payable to the relevant contractor under an Approved Maintenance Agreement, and
- (h) all other amounts determined by the Building Management Committee by General Resolution to be Shared Costs.

Shared Facility or **Shared Facilities** means the services, machinery, equipment and areas referred to in Schedule A and any alterations, additions or replacement of those items.

ePlan

Approved Form 9	Strata Management Statement	Sheet 10 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018		SP97600

Statement means this Strata Management Statement.

Strata Manager means the strata manager appointed by the Building Management Committee from time to time under clause 14.4 and includes a reference to the employees and contractors of the Strata Manager.

Stratum Lot means a stratum lot in the Building that has not been subdivided by a strata plan under the Development Act.

Substitute Representative means a natural person appointed in writing by a Representative to exercise the Representative's functions.

Unanimous Resolution means a resolution on a motion before the Building Management Committee for which all Members voting approve the resolution.

3.2 Interpretation

In this Statement, unless the context other requires:

- (a) headings are for convenience only and do not affect the interpretation of the Statement
- (b) words importing the singular include the plural and vice versa
- (c) words importing a gender include any gender
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency
- (e) a reference to any thing includes a part of that thing
- (f) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to the Statement
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the statement or any part of it
- (i) a reference to an officer of an association or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purposes
- (j) a reference to a business day means a day on which trading banks are open for business in Sydney, and
- (k) a Schedule is part of this Statement.

ePlan

Approved Form 9	Strata Management Statement	Sheet 11 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

4. Establishment of building management committee

4.1 Building management committee

- (a) Within one month of the registration of this document, a Building Management Committee must be established to manage and operate the Building on behalf of the Members. The Building Management Committee will comprise of:
- (i) the owner of Stratum Lot 1
 - (ii) the owner of Stratum Lot 2
 - (iii) the owner of Stratum Lot 3
 - (iv) the owner of Stratum Lot 4
 - (v) the owner of Stratum Lot 5
 - (vi) the owner of Stratum Lot 6 and
 - (vii) the owner of Stratum Lot 7.
- (b) Each Member must give to the other Members and the Strata Manager written notice of its address, telephone and facsimile numbers and the name, address, telephone and facsimile numbers of its Representative.
- (c) A Member may at any time give to the other Members written notice of the name, address, telephone and facsimile number of its Substitute Representative.

5. Office bearers

5.1 Chairperson

The Building Management Committee must appoint one of its members to act as Chairperson. The Chairperson may be appointed for each meeting of the Building Management Committee or for a definite period of time.

5.2 Secretary

The Building Management Committee may appoint any other office bearer, such as a secretary and treasurer, as the Building Management Committee considers necessary from time to time. If a Strata Manager is appointed the Strata Manager may be appointed by the Building Management Committee as secretary but if the Strata Manager is appointed as secretary, he has no voting rights.

5.3 Functions of secretary

The functions of the secretary are to perform the administrative, bookkeeping and secretarial functions of the Building Management Committee such as:

- (a) convene meetings of the Building Management Committee
- (b) prepare and distribute notices and minutes of meetings and
- (c) keep the books and records of the Building Management Committee.

ePlan

Approved Form 9	Strata Management Statement	Sheet 12 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

If the Strata Manager is appointed as secretary of the Building Management Committee, he may be paid a fee for this service as determined by the Building Management Committee.

5.4 Functions of the treasurer

The functions of the treasurer are to perform financial and accounting services of the Building Management Committee such as:

- (a) prepare budgets
- (b) prepare financial statements
- (c) send out notices for, collect and bank contributions to the Administrative Fund and the Capital Works fund
- (d) pay accounts and
- (e) keep the accounting records of the Building Management Committee.

The Building Management Committee may authorise the Strata Manager to perform some or all of the functions of the treasurer.

5.5 Functions of the chairperson

The functions of the Chairperson are to preside at those meetings of the Building Management Committee which the Chairperson attends.

5.6 Other Appointees

The Building Management Committee may appoint other officers to help it perform its functions. If the Building Management Committee appoints an officer, it must clearly define the duties of the officer. An officer must perform functions according to the Building Management Committee's directions.

6. Functions of Building Management Committee

6.1 Functions of the Committee

The functions of the Building Management Committee are to:

- (a) carry out its functions and duties set out in this Statement
- (b) make decisions about the matters in this Statement
- (c) control use of Shared Facilities and Shared Areas
- (d) change or add to Shared Facilities and Shared Areas
- (e) consider any proposal submitted to the Building Management Committee by a Member in accordance with clause 11.1
- (f) consider a recommendation submitted to the Building Management Committee by a Member for a maintenance agreement in accordance with clause 11.3
- (g) monitor the performance of the Strata Manager

ePlan

Approved Form 9	Strata Management Statement	Sheet 13 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

- (h) monitor the performance of any Facilities Manager
- (i) comply with this Statement and any other Law or order of any authority
- (j) consider and determine any other matter which the Members unanimously determine should be considered by the Building Management Committee.

7. Meetings of Building Management Committee

7.1 Convening meetings

The Building Management Committee must hold a meeting if:

- (a) required to do so by General Resolution of Members
- (b) requested by notice in writing by a Member, which notice must set out the issue or proposal required to be addressed
- (c) no other meeting has been held in the preceding six month period on each anniversary of the date of this Statement, or
- (d) required to do so under this Statement or by Law.

7.2 Notices of meeting

- (a) The Building Management Committee must give notice of a meeting in writing to each Member and must include a detailed agenda. The Building Management Committee may only deal with the matters on the agenda at the meeting unless the Building Management Committee otherwise so decides.
- (b) The Building Management Committee must give at least three (3) Business Days notice of a meeting. The Building Management Committee may give less notice in an emergency.
- (c) The Building Management Committee must serve the meeting notice on each Member according to this Statement.

7.3 Records of meeting

- (a) The Building Management Committee must keep copies of agendas, motions and minutes for at least seven years from the date of the meeting.
- (b) This clause applies to decisions made in writing.

8. Quorum

8.1 Quorum

A quorum must be present at a meeting of the Building Management Committee to vote on any motion.

8.2 Quorum Requirements

The quorum at a Building Management Committee meeting is a majority of the Representative or Substitute Representative of each Member present at the meeting.

ePlan

Approved Form 9	Strata Management Statement	Sheet 14 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

8.3 Adjourn Meeting

If a quorum is not present within 30 minutes after the meeting starts, the Building Management Committee must adjourn the meeting to the same time and place three (3) Business Days later. A quorum for the adjourned meeting is that number of Representatives or Substitute Representatives present at the time appointed (or who attend within 30 minutes) of the time appointed for the adjourned meeting.

9. Voting

9.1 Voting

At all meetings of the Building Management Committee a Member is entitled through its Representative or Substitute Representative to exercise the following votes:

- (a) Stratum Lot 1 – 1 vote
- (b) Stratum Lot 2 – 1 vote
- (c) Stratum Lot 3 – 1 vote
- (d) Stratum Lot 4 – 1 vote
- (e) Stratum Lot 5 – 1 vote
- (f) Stratum lot 6 – 1 vote
- (g) Stratum lot 7 – 1 vote

9.2 Chairperson does not have casting vote

The Chairperson has a deliberative vote but does not have a casting vote. A Strata Manager does not have a vote unless the Strata Manager is a Representative (or a Substitute Representative) of a Member.

9.3 Deadlock

If at any meeting of the Building Management Committee the Members are not able to reach agreement by passing a General Resolution, the Members will be deemed to be in dispute with each other and must resolve that dispute in accordance with clause 13.

10. Building Management Committee decisions

10.1 Decision of Building Management Committee

A decision of the Building Management Committee must be made by General Resolution unless otherwise specified in this Statement.

10.2 Decisions made in writing

The Building Management Committee may make decisions in writing without holding a meeting if:

ePlan

Approved Form 9	Strata Management Statement	Sheet 15 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

- (a) notice of the meeting and the motions to be considered by the Building Management Committee have been served on the Members according to this Statement, and
- (b) each Member has approved the motion in writing.

10.3 Minutes of Meetings

The Building Management Committee must distribute minutes of its meetings to Members within seven (7) days after the meeting.

10.4 Inspecting the Building Management Committee's Records

- (a) Members and Parties Bound may inspect the Building Management Committee's records.
- (b) The procedure for inspecting the Building Management Committee's records is:
 - (i) a person must apply in writing to the Building Management Committee
 - (ii) a person must pay the Building Management Committee the reasonable fee set by the Building Management Committee.
- (c) The Building Management Committee must allow the person to inspect its records within 10 Business Days after the person makes a written application and pays the inspection fee.
- (d) At the person's cost, the person may take extracts from or copy the Building Management Committee's records. The person cannot remove the records unless the Building Management Committee agrees.

10.5 Decisions of the Building Management Committee

The Building Management Committee may make decisions only:

- (a) according to this Statement, and
- (b) at a properly convened meeting of the Building Management Committee or in writing in the manner provided for in this Statement.

If required, all Members must sign any document required to give effect to the decision of the Building Management Committee.

10.6 Things done by a Representative

Anything done by a Representative for the Member that appointed the Representative has the same effect as if the Member did it. The same applies to Substitute Representatives.

11. Submissions to building management committee

11.1 Proposals

Subject to clause 11.5, a Member who is not a Defaulting Member may submit to the Building Management Committee a proposal to:

ePlan

Approved Form 9	Strata Management Statement	Sheet 16 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

- (a) vary, modify, repair, renew or replace a Shared Facility or a Shared Area
- (b) recommend an additional facility or area that a Member may wish to have installed as a Shared Facility or set aside as a Shared Area in the Building
- (c) vary the Shared Costs and the proportion of those costs payable by the Members for a Shared Facility or a Shared Area
- (d) vary, modify or renovate that Member's lot which will alter the external appearance of the Building (subject to the obtaining of consent to do so from the relevant Government Agency)
- (e) maintain, repair, refurbish or replace any improvement on that Member's lot which will affect any external area of the Building
- (f) amend this Statement
- (g) dismiss or replace the Strata Manager or the Facilities Manager, and
- (h) appoint a new Strata Manager or Facilities Manager.

11.2 Submission of Proposals

A proposal submitted to the Building Management Committee under clause 11.1 must be in writing and submitted to the Strata Manager and each Member.

11.3 Maintenance Agreements

Many of the Building's services are highly technical and affect other components in the Building. As a result:

- (a) Shared Facilities, Shared Areas, building works and services in the Building must be maintained to a high standard
- (b) only contractors approved by the Building Management Committee may undertake structural building works and maintain or replace Shared Facilities
- (c) subject to clause 19, clause 20 and clause 21, the Building Management Committee must obtain quotations from three (3) contractors for its approval for a proposal for maintenance agreements for the Shared Facilities and the Shared Areas. The quotations, where applicable, must contain sufficient detail to enable a Member to identify the relevant component of the costs in respect of a Shared Facility and the Shared Areas
- (d) the Building Management Committee must within 14 days of each Member receiving a submission under clause 11.3(c) meet to consider and decide on the proposal
- (e) the decision as to whether a proposed maintenance agreement submitted under clause 11.3(c) becomes an Approved Maintenance Agreement for a Shared Facility or a Shared Area must be made by General Resolution, and
- (f) all proposed variation of, additions to, alterations to, or renewals of any Approved Maintenance Agreement for a Shared Facility or a Shared Area will be made by General Resolution.

ePlan

Approved Form 9	Strata Management Statement	Sheet 17 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018		SP97600

11.4 Alterations to Shared Facilities or Shared Areas

The Building Management Committee may by General Resolution vary, modify, add a new facility, repair, renew or replace a Shared Facility or a Shared Area and those variations are automatically approved and accepted by the Members when the Chairperson signs the minutes which recorded the General Resolution. As soon as practicable after the meeting, the Building Management Committee must register the relevant document as the Department of Land and Property Information to record the change.

In any consideration and vote of a proposal to vary, modify, add a new facility, repair, renew or replace a Shared Facility or a Shared Area each Member must act in good faith and reasonableness if the proposed change does not have a substantial detrimental effect on their use of the Shared Facility or Shared Area.

The consent of each Member having the right to use the Shared Facility or Shared Area must be obtained before any proposal to vary the Shared Facility or Shared Area is accepted.

11.5 Review of Shared Costs

If a Shared Facility or Shared Area has been altered, renewed or replaced, or the use of a Shared Facility or Shared Area has changed, the Building Management Committee must review the apportionment of Shared Costs allocated to that Shared Facility or Shared Area as soon as practicable. If there is a change in the apportionment of cost for that Shared Facility or Shared Area then the Building Management Committee may by General Resolution and subject to the consent of the Member/s affected, vary the apportionment of Shared Costs payable by the Members and those variations are automatically approved and accepted by the Members when the Chairperson signs the minutes which recorded the General Resolution.

The Building Management Committee must review the Shared Costs of a Shared Facility or a Shared Area at least once every five (5) years even if no such change has occurred.

11.6 Submission Restriction

Despite any other clause in this Statement, a Member may only submit a proposal under clause 11.1 to vary, modify, add a new facility, repair, renew or replace a Shared Facility or a Shared Area if the Member is the owner of the Shared Facility or Shared Area or if the Member uses and contributes to the cost of the Shared Facility or Shared Area.

11.7 Amendments to this Statement

The Building Management Committee may by Unanimous Resolution amend this Statement. As soon as practicable after the meeting, the Building Management committee must register the relevant document at the NSW Land and Registry Services to record the change. The Members must sign any document and do all things necessary to give effect to the amendment and registration of the document at the NSW Land and Registry Services.

12. Service of notices and other documents

12.1 Service

- A notice, approval, consent or other communication in connection with this Statement:

ePlan

Approved Form 9	Strata Management Statement	Sheet 18 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

- (a) must be in writing, and
- (b) must be left at the address of the addressee, or sent by prepaid ordinary post to the address of the addressee or by facsimile to the facsimile number of the address notified by the addressee to the other Member and/or Owners in accordance with clause 4.1(c) or if the addressee notifies another address or facsimile number then to that address or facsimile number.

12.2 Date when effective

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

12.3 Receipt of Notices

A letter or facsimile is taken to be received:

- (a) if posted, on the third day after posting
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

13. Disputes

13.1 Notice of Dispute

- (a) The party or parties to a dispute may include the Building Management Committee and any Member.
- (b) Subject to clause 13.1(c), the Building Management Committee or any Member may at any time write to the Strata Manager, notifying a dispute or complaint concerning a matter arising out of or in connection with this Statement or the Interpretation of this Statement.
- (c) Each Member agrees that any decision made by the Building Management Committee by a General Resolution in accordance with this Statement will not be the subject of referral for decision pursuant to this clause 13.
- (d) The written notice referred to in paragraph (b) must:
 - (i) identify the subject matter of the dispute or complaint
 - (ii) set out the facts upon which the dispute or complaint is based
 - (iii) identify the provisions of the Statement relevant to the dispute or complaint
 - (iv) have annexed copies of all correspondence and background information relevant to the dispute or complaint, and
 - (v) contain any particulars of the quantification of the dispute or complaint.

ePlan

Approved Form 9	Strata Management Statement	Sheet 19 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

13.2 Committee to meet

- (a) Upon the giving or receipt of the notification in clause 13.1(b) (as the case may be), the Chairperson must immediately give all Members a notice convening a meeting of the Building Management Committee to discuss the matter to be held on the next Business Day being at least three Business Days after the notice of the meeting.
- (b) The Building Management Committee must meet at the time specified in the notice, unless otherwise agreed by General Resolution, to discuss and mutually reach a decision to the matter.

13.3 Referral of Dispute

- (a) If the matter is not settled within 10 Business Days from the time of giving or receipt of the notification in clause 13.1(b) (which period may be extended by the written consent of the complainant and the Building Management Committee) by mediation or conciliation between the parties to the dispute, then the complainant may request the Chairperson to immediately give notice convening a further meeting of the Building Management Committee to discuss whether the dispute or complaint be referred within a further period of 10 Business Days to an Expert for determination.
- (b) The Building Management Committee must meet at the time specified in the notice, to discuss and by General Resolution decide if the dispute or complaint should be so referred.

13.4 Referring a Dispute to expert determination

If the matter is referred to an Expert for determination, the parties must appoint the Expert by mutual agreement within five Business Days of the referral under clause 13.3.

13.5 Appointing an expert

If the parties cannot agree on an Expert:

- (a) in the case of a matter of law, the Expert must be a legal practitioner appointed by the then President of the Law Society of New South Wales
- (b) in the case of a financial or accountancy matter, the Expert must be a practising chartered accountant appointed by the then President of the Institute of Chartered Accountants in Australia (NSW Chapter)
- (c) in a case concerning the Shared Facilities or Shared Areas and all matters associated with them including the correctness of any calculation of costs, the Expert must be a practising architect appointed by the Royal Australian Institute of Architects (NSW Chapter) and
- (d) if the dispute concerns one or more of the matters referred to in paragraphs (a) to (c), the Expert must be a panel of experts consisting of one expert from each of the professions identified in this clause to which the matters in dispute relate.

The expert's determination shall be final and binding on the parties except for any manifest error and the Expert's fee must be borne equally by the parties or as the Expert determines.

ePlan

Approved Form 9	Strata Management Statement	Sheet 20 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

13.6 Instructions to the Expert

The parties must instruct the Expert to:

- (a) act as an expert and not as an arbitrator, and
- (b) determine the rules for the conduct of the expert determination, and
- (c) consider the documents and other information the parties give the Expert and which, in the opinion of the Expert, are relevant.

13.7 Conducting expert determination

If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.

13.8 Expert determination

The Expert:

- (a) is not bound to observe the rules of natural justice or the rules of evidence, and
- (b) may obtain and refer to documents and information not provided by the parties, and
- (c) must determine the dispute and give written reasons for the determination within one month of being appointed.

13.9 Binding effect

The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.

13.10 Costs

The parties to the dispute must pay their own costs in connection with the dispute (unless the Expert decides otherwise).

13.11 Information Confidential

A party to a dispute must not divulge any confidential information obtained from another party to the dispute under this clause 13.

14. Obligations and rights of the parties

14.1 General obligations of the Members

The Members must:

- (a) ensure the Building Management Committee is and remains properly constituted in accordance with the Law and this Statement
- (b) ensure the Strata Manager and any Facilities Manager carry out their respective obligations under this Statement

ePlan

Approved Form 9	Strata Management Statement	Sheet 21 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018		SP97600

- (c) not do anything to hinder the implementation of the decisions made by the Building Management Committee
- (d) ensure that the Building is efficiently managed to a high standard
- (e) promptly pay contributions for Shared Facilities, Shared Areas and other amounts payable under this Statement, and
- (f) ensure that the Building Management Committee implements its decision.

14.2 Nature of Members' obligations

- (a) The obligations of the Members under this Statement are several and not joint and accordingly no Member incurs a liability to another party by reason only of the default of one of the other Members.
- (b) Each Member must promptly comply with its obligations contained or implied in this Statement and must ensure that its tenants, occupiers, employees, contractors or agents comply with its obligations contained or implied in this Statement.
- (c) A Member must not interfere with services, Shared Areas or Shared Facilities used by the other Members or persons in the Building and must ensure that its tenants, occupiers, employees, contractors or agents must not interfere with services, Shared Areas or Shared Facilities used by the other Members or persons in the Building.

14.3 Obligations of the Building Management Committee

Without limiting clause 19, clause 20 and clause 21, the Building Management Committee must:

- (a) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities
- (b) ensure the proper control, management, administration and maintenance of the Shared Areas
- (c) effect and maintain the Insurance
- (d) implement decisions made by the Building Management Committee
- (e) carry out its obligations in respect of maintenance agreements in accordance with clause 11.3 and administer all Approved Maintenance Agreements.

14.4 Appointing a Strata Manager

- (a) The Building Management Committee may appoint a Strata Manager, and may delegate to that person the duties (or some of them) referred to in clause 14.3 together with the functions of its office bearers, but this delegation will not relieve the Building Management Committee of its obligations under this Statement.
- (b) The Strata Manager must be a licensed strata managing agent as required by the Management Act.

ePlan

Approved Form 9	Strata Management Statement	Sheet 22 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

- (c) The Building Management Committee must have a written agreement with the Strata Manager that has provisions about:
- (i) the Strata Manager's remuneration, including any remuneration that it shall receive from the Building Management Committee in consideration for the Strata Manager undertaking the duties (or some of them) referred to in clause 14.3
 - (ii) the conditions of the Strata Manager's appointment, and
 - (iii) the functions delegated to the Strata Manager by the Building Management Committee.
- (d) The Building Management Committee may continue to exercise the functions it delegates to the Strata Manager.
- (e) The decision as to the appointment of the Strata Manager must be made by General Resolution.

14.5 Appointing a Facilities Manager

- (a) The Building Management Committee may appoint a Facilities Manager, and may delegate to that person the duties (or some of them) referred to in clause 14.3, but may not delegate the functions of its office bearers or any of the functions delegated to the Strata Manager. Any delegation will not relieve the Building Management Committee of its obligations under this Statement.
- (b) The Facilities Manager must be properly qualified and have the appropriate experience to perform its duties.
- (c) The Building Management Committee must have a written agreement with the Facilities Manager that has provisions about:
- (i) the Facility Manager's remuneration
 - (ii) the conditions of the Facility Manager's appointment, and
 - (iii) the functions delegated to the Facility Manager.
- (d) The Building Management Committee may continue to exercise the functions it delegates to the Facilities Manager.
- (e) The decision as to the appointment of the Facilities Manager must be made by General Resolution.

14.6 Release

Each Member:

- (a) is liable for all things they do or fail to do and the consequences of the actions or failure in occupying or using parts of the Shared Areas and Shared Facilities, and
- (b) releases the other Members from any costs, claims or liability. This release does not apply to costs, claims or liability caused or substantially contributed to by the Member otherwise entitled to the benefit of the release.

ePlan

Approved Form 9	Strata Management Statement	Sheet 23 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

In this clause 14.5(e), a reference to a Member includes the Member's Representative, tenants and occupiers, contractors, employees and agents.

14.7 General covenants

- (a) The Building Management Committee must not without the prior written consent of the Member/s affected (which consent must not be unreasonably withheld) do or allow to be done or to remain done any act or thing (including without prejudice to the generality of the foregoing the construction of any new building, extensions of the Building or other works or improvements) which would substantially and adversely affect the use of the Member's lot.
- (b) The Building Management Committee must not without the prior written consent of the Member/s affected allow to be done or to remain done any act or thing which would reduce alter or impact upon the Shared Areas or Shared Facilities in such a way as to substantially and adversely affect a Member's (or their tenant's) use or enjoyment of their lot.

14.8 Shared facilities

Each Member acknowledges that each Shared Facility or Shared Area is owned or controlled by the owner of the stratum lot in which the relevant Shared Facility or Shared Area, or any part of it as the case may be, is located within the Building. Notwithstanding such ownership, the obligation to repair and maintain the Shared Facilities and Shared Areas remains with the Building Management Committee as specified in this Statement.

15. Maintenance, repair, renovation and refurbishment

15.1 Members responsible for own stratum lot

- (a) Without limiting clause 19, clause 20 and clause 21, each Member must:
 - (i) properly maintain and keep in a state of good and serviceable repair that part of the Building within that Member's stratum lot (with the exception of any Shared Facilities or Shared Areas within that lot which are the responsibility of the Building Management Committee)
 - (ii) maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Member's stratum lot and to the extent they are not Shared Facilities or Shared Areas which are the responsibility of the Building Management Committee under this Statement) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition
 - (iii) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, have an adverse impact on the proper functioning of the Shared Facilities (with the exception of any Shared Facilities or Shared Areas within the stratum lot which are the responsibility of the Building Management Committee), and

ePlan

Approved Form 9	Strata Management Statement	Sheet 24 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018		SP97600

- (iv) allow other Members or their employees, agents or contractors at reasonable times on reasonable notice to enter the Member's stratum lot so as to access items within their own lot where alternative access is not reasonably available or is likely to be substantially more costly, or to access that stratum lot or another stratum lot in order to carry out maintenance, repairs, inspections, tests, renewals and renovations.

15.2 Failure of Member and Owner to carry out its obligations

- (a) Without limiting clause 19, clause 20 and clause 21, if a Member does not carry out its obligations under clause 15.1 then the Building Management Committee may do anything reasonably necessary for the purpose of exercising the requirements of clause 15.1, including:
- (i) carrying out work on the Member's stratum lot to do anything the Member has failed to do under clause 15.1
 - (ii) enter the Member's stratum lot with or without tools and equipment and remain there for the period of time for that purpose.
- (b) In exercising its rights under this clause, the Building Management Committee must:
- (i) ensure that all work is done properly
 - (ii) cause as little interference as practical to any occupier of the Member's stratum lot
 - (iii) cause as little damage as possible to the Member's stratum lot and any improvements on it, and
 - (iv) if damage (being damage arising because the Member has not complied with clause 15.1) is caused, restore the Member's stratum lot as nearly as practicable to the condition it was in before the damage occurred.
- (c) Except where urgent work is required, the Building Management Committee must:
- (i) before exercising its rights under clause 15.2 by written notice, give the Member a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation
 - (ii) give the Member reasonable notice of intention to enter the Member's stratum lot.
- (d) The costs of the Building Management Committee undertaking any works in accordance with this clause 15 shall be a debt payable by the defaulting Member to Building Management Committee on demand and enforceable as a debt.

15.3 Upgrading and redevelopment

- (a) **Members' Acknowledgment**
- (i) The Members agree and acknowledge that in addition to and in compliance with the requirements of this Statement, the Building will require upgrading from time to time, and the Land may need to be redeveloped.

ePlan

Approved Form 9	Strata Management Statement	Sheet 25 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

- (ii) The Members agree not to unreasonably withhold their consent to any application by a Member to the relevant Government Agency to carry out any upgrading or redevelopment work, so long as the proposed upgrading or redevelopment works are in accordance with requirements any relevant Government Agency.

(b) Members' rights

Each Member may, in its absolute discretion and at its sole cost, upgrade or redevelop that part of the Building or stratum lot that it owns.

(c) Members to meet

The Members must, at intervals of not less than five years commencing on the date of this Statement, convene a meeting of the Building Management Committee to discuss the state of the whole of the Building including the exterior of the Building, Shared Facilities and Shared Areas. If the Building Management Committee by General Resolution decides to carry out upgrading works to the Building or redevelopment of the Land, it will request the Secretary to prepare a detailed plan to carry out the upgrading or redevelopment works.

(d) Plan preparation

The Secretary must, if requested by the Building Management Committee by General Resolution, prepare detailed plans for the upgrading or redevelopment works including costing and funding arrangements, and submit the plan to the Members for their consideration.

(e) Consideration of plan

Within 42 days after the Secretary submits the plan to each Member, the Building Management Committee must meet to consider the plan and to decide if the plan will be implemented. Any decision requires a General Resolution.

(f) Effecting works

If the Building Management Committee reaches agreement under clause 15.3(e), the Secretary must obtain any approvals required by statutory authorities for undertaking and completing the upgrading or redevelopment works, and engage contractors as necessary to complete the works. The Members must do all things reasonably necessary to enable the Secretary to obtain these approvals and engage the contractors. Nothing in this clause is to be construed as limiting or fettering in any way the exercise of any statutory duty of Ryde Council in relation to any application or proposal which may for time to time be submitted in respect of the Building.

(g) Disputes

Any dispute regarding the upgrading and redevelopment works will be dealt with in accordance with clause 13.

16. Banking money and interest on accounts

16.1 Establishing a bank account

The Building Management Committee must:

ePlan

Approved Form 9	Strata Management Statement	Sheet 26 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

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

16.2 Withdrawing money

The Building Management Committee may withdraw money from its accounts only to meet its obligations under or arising from this Statement.

16.3 Trust account

Subject to clause 16.4 ("Interest bearing accounts"), if the Building Management Committee appoints a Strata Manager the Building Management Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 2002*.

16.4 Interest bearing accounts

The Building Management Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Building Management Committee will credit it to one of the accounts of the Building Management Committee.

17. Payments

17.1 Contribution to Shared Costs

- (a) Each Member must contribute to the Shared Costs in the manner set out in this clause 17.
- (b) Each Member must pay to the Building Management Committee (or the Strata Manager) its share of the costs for each Shared Facility and Shared Area in the percentages set out in Schedule B.

17.2 Payment of Shared Costs

The Shared Costs and incurred under this Statement must be paid in accordance with this clause 17 unless otherwise specified in this Statement or agreed by the Building Management Committee by General Resolution.

17.3 Budget

- (a) The Building Management Committee (or the Strata Manager if the Building Management Committee has appointed a Strata Manager under clause 14.4) must determine the Budget for each 12 month period commencing on 1 July in any year. For the period from the date of this Statement until the immediately following 30th day of June the Budget will be proportioned accordingly.
- (b) The Budget must be based on the Building Management Committee's (or the Strata Manager's) estimate, give reasonable details and include itemised estimated monetary requirements and expenditures of the costs for the 12 month period of:
 - (i) the fee to be paid to the Strata Manager and/or Facilities Manager

ePlan

Approved Form 9	Strata Management Statement	Sheet 27 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018		SP97600

- (ii) the costs for each Shared Facility and Shared Area
- (iii) the Insurance, and
- (iv) any other cost that the Building Management Committee determines as appropriate.
- (c) The Budget must contain itemised details of:
 - (i) the costs each item or matter for which each Member must contribute to
 - (ii) each Member's proportion of the costs of a particular matter or item, and
 - (iii) the amount of that proportion.
- (d) The Building Management Committee must establish two funds for contributions:
 - (i) a capital works fund to pay for renewals or replacements of Shared Facilities and Shared Areas, and
 - (ii) an administrative fund to pay:
 - (A) the day to day expenses of operating and maintaining Shared Facilities and the Shared Areas
 - (B) administrative costs and other costs that are not capital works fund costs
 - (C) the Insurances
 - (D) the fees payable to the Strata Manager and the Facilities Manager, and
 - (E) any other amounts determined by the Building Management Committee to be paid into this fund.

17.4 Payment by Members

- (a) The Budget must be submitted to each Member by 1 July in each year together with a notice of the amount that each Member is responsible for in the 12 month period to which the Budget relates.
- (b) Upon receipt of the Budget, each Member must pay to the Building Management Committee (or the Strata Manager) the payments referred to in paragraph (a) in respect of that 12 month period by equal quarterly instalments in advance, no later than the 1st of October, January, April and July of each year of the Statement excluding the first and last payments which must be proportionate if necessary.
- (c) If at any time during the 12 month period to which the Budget relates, an amount on account of shared costs becomes payable but cannot be paid by the Strata Manager because the amounts paid to the Strata Manager by the Members in accordance with paragraph (b) above are insufficient to allow payment of such amount, the Strata Manager may require each Member to forward to the Strata Manager a cheque in favour of the person to whom the amount is owed (or such other person nominated by the Strata Manager) for that Member's share of the

ePlan

Approved Form 9	Strata Management Statement	Sheet 28 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

amount and each Member shall promptly forward such a cheque to the Strata Manager.

17.5 Statement

As soon as practicable after the expiration of each 12 month period, the Building Management Committee (or the Strata Manager) must provide each Member with a duly audited Payment Notice specifying the amounts for which each Member is responsible and which were incurred during that 12 month period. The Payment Notice must give reasonable details.

17.6 Adjustments

Within 14 days of the receipt by a Member of the Payment Notice referred to in clause 17.5 the Member must pay to the Building Management Committee (or the Strata Manager) the difference (if any) between the amount paid by that Member in accordance with clause 17.4 and the amount specified in the Payment Notice. If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter.

17.7 Defaulting Member

- (a) If a Member fails to comply with a valid notice under clause 17.4 or a Payment Notice under clause 17.5, then that Member is not a Defaulting Member until:
 - (i) the Building Management Committee (or the Strata Manager) serves on the Member a further notice containing particulars of the default and requiring the Member to remedy the default within 10 Business Days of service of that notice, and
 - (ii) the Member has failed to pay the Building Management Committee (or the Strata Manager) the moneys necessary to remedy the default within 10 Business Days of service of that notice.
- (b) The Building Management Committee (or the Strata Manager) is not entitled to serve on a Member a notice under paragraph (a)(i) if:
 - (i) that Member has served a notice seeking clarification of an amount in accordance with clause 17.9 and is complying with the requirements of that clause, or
 - (ii) the Building Management Committee has failed to comply with its obligations in this clause 17.

17.8 Rights on default by a Member

- (a) Subject to clause 17.7 if a Member to whom a notice has been given either under clause 17.4 or 17.5 is a Defaulting Member the following paragraphs apply.
- (b) The Building Management Committee (or the Strata Manager) must give to the Defaulting Member a notice informing the Defaulting Member that it is in breach of clause 17.

ePlan

Approved Form 9	Strata Management Statement	Sheet 29 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018		SP97600

- (c) If a notice is given as contemplated by paragraph (b), then the Member who is not the Defaulting Member may pay to the Building Management Committee the monies otherwise payable by the Defaulting Member.
- (d) The money payable by the Defaulting Member may be recovered by the other Member(s) who have paid money under subparagraph (b) from the Defaulting Member as a debt due and owing together with interest at the rate of 3% per annum above the overdraft rate quoted by the bank or building society of the Building Management Committee from time to time. The interest is to be computed on a daily basis from the date on which the payment was due and the interest is chargeable until payment in full. A certificate by the non-defaulting Member to the Defaulting Member as to the amount payable by the Defaulting Member is prima facie evidence of that.

17.9 Clarification

- (a) If a Member requires clarification of an amount it is required to pay under clause 17.4 or clause 17.5, it must, within 10 Business Days of receipt of the relevant notification, notify the Building Management Committee (or the Strata Manager) in writing of the matter or matters it requires to be clarified.
- (b) The written notice referred to in paragraph (a) must:
 - (i) identify the matter or matters it requires to be clarified
 - (ii) set out any facts upon which the need for clarification is based
 - (iii) contain any further relevant particulars.
- (c) Upon receipt of the notification in clause 17.9(a), a meeting of the Building Management Committee must be held to discuss the matter (regardless of whether notice of the meeting has been issued) no later than 5 Business Days after the giving of the notice under paragraph (b).
- (d) If the matter is not settled within 10 Business Days from the time of receipt of the notice to the Building Management Committee under paragraph (b) then the procedures in clause 13 apply.

17.10 Records and Books

- (a) Building Management Committee (or the Strata Manager) must cause proper records and books of account to be kept of all of the amounts payable under this Statement and must enter all matters and transactions usually entered in books of account kept by property managers.
- (b) The records and books of account will be kept at the office of the Building Management Committee (or the Strata Manager) and must be available during normal business hours (upon reasonable notice) for inspection by a Member.

17.11 Application of Payment

The Building Management Committee (or the Strata Manager) must deposit all amounts received from Members by the Building Management Committee (or the Strata Manager) under this clause 17 into the funds referred to in clause 17.3(d) and must apply all amounts

ePlan

Approved Form 9	Strata Management Statement	Sheet 30 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

towards the payment of all invoices, statements and accounts relating to the Shared Facilities and/or Shared Areas for which such amounts were paid.

18. Cleaning

18.1 Cleaning of Shared Areas

The Building Management Committee must arrange for the regular cleaning of Shared Areas in the Building and the Land.

18.2 Cleaning of windows

The Building Management Committee may arrange for the periodic cleaning of the external windows in the Building on behalf of the Members and the costs of such cleaning will be borne by the respective Members in the proportions set out in Schedule B.

18.3 Garbage removal

- (a) Each Member is responsible for the correct disposal of its rubbish within its stratum lot. The Building Management Committee is responsible for ensuring this rubbish and recyclable materials are properly stored and removed from the Building.
- (b) Each Member must ensure that the rubbish is neatly contained and free of vermin at all times and that the removal of rubbish to the garbage removal Shared Facility is undertaken in such manner as to cause the least disturbance and inconvenience to other Members.
- (c) By Unanimous Resolution, the Building Management Committee may resolve for the removal of rubbish on behalf of each of the Members from their respective stratum lot in which case the Building Management Committee must ensure that all reasonable costs incurred by the Building Management Committee are paid in accordance with clause 17 by each Member in the proportions as agreed by the Members prior to engaging the Building Management Committee to arrange for the removal of the rubbish.

18.4 Rights and obligations

- (a) The Building Management Committee must:
 - (i) provide sufficient receptacles in the garbage removal Shared Facility to store and dispose of waste generated from the Building
 - (ii) regularly clean and sanitise the garbage removal Shared Facility including the garbage and recyclable receptacles, and
 - (iii) arrange for the regular removal of garbage stored in the garbage removal Shared Facility according to this clause.
- (b) The Building Management Committee may:
 - (i) lease or purchase receptacles for the storage of garbage and recyclable materials
 - (ii) appoint the Facilities Manager to perform its functions and exercise its rights under this clause

ePlan

Approved Form 9	Strata Management Statement	Sheet 31 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

(iii) make rules about the storage and disposal of garbage and recyclable materials.

(c) A Member must deliver its garbage and recyclable materials to the Garbage Removal Facilities and store it in the area (if any) allocated for their use by the Building Management Committee and must ensure that its tenants, occupiers, agents, contractors and employees garbage and recyclable materials to the Garbage Removal Facilities and store it in the area (if any) allocated for their use by the Building Management Committee.

19. Insurance and indemnity

19.1 Required Insurance

- (a) The Building Management Committee must ensure that the following insurances for the Building are effected and maintained:
- (i) all risks insurance policy (including building insurance in accordance with the requirements for owners corporations under the Management Act) for the structure of the Building
 - (ii) machinery breakdown insurance for each Shared Facility which is not covered by warranty
 - (iii) workers compensation as required by Law
 - (iv) public and product liability insurance for each Shared Facility and each Shared Area limited to not less than \$20 million (or such other minimum amount as is determined by a General Resolution) for any one claim.
- (b) All policies are to be taken out with an Approved Insurer in the joint names of each Member and if applicable any mortgagee holding under a registered mortgage, for their respective rights and interests.
- (c) Duplicate or certified copies of the policies and all renewal certificates and endorsements slips are to be held by the Building Management Committee (or the Strata Manager) and certified copies must be supplied to each Member on request.
- (d) The Building Management Committee must ensure that adequate and appropriate insurance is obtained in relation to the Building at all times throughout the operation of this Statement and without limitation must:
- (i) review the Insurances from time to time but not less than once in every two year period
 - (ii) have the Building valued for insurance purposes by a qualified valuer at least once every 5 years, and
 - (iii) ensure that an appropriate allowance is incorporated in the amount of cover under each Insurance to allow for cost increases which may occur during the period of the Insurance.

ePlan

Approved Form 9	Strata Management Statement	Sheet 32 of 50 Sheet(s)
Office Use Only		Office Use Only
Registered:  19.11.2018		SP97600

19.2 Method of effecting insurance

The insurance office or company with which the Insurance is to be effected and the amount of the Insurance to be effected and the items to be insured must be determined by the Building Management Committee by General Resolution no later than one month prior to the renewal date of the relevant Insurance.

19.3 Basis of apportionment

Premiums for the Insurance are to be paid by the Members as a Shared Facility.

19.4 Total destruction of the building

In the event of the Building being totally destroyed or damaged so extensively to render the repair or making good of such damage impractical or undesirable the following alternatives will apply:

- (a) the Members must, from the insurance moneys available and to the extent this may be insufficient from their own moneys in the relevant proportions, reinstate the Building substantially in accordance with its original design, or
- (b) if the Members agree that the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that different design, then the Members will from the insurance moneys available and to the extent that this may be insufficient from their own moneys, in the relevant proportions, prepare the land for the new building and then construct the building in accordance with the agreed plans and specifications, or
- (c) if permitted by law and if the Members agree, acting reasonably, that:
 - (i) the Building is not to be reinstated, and
 - (ii) the Building is not to be rebuilt to a different design,

the Members must promptly demolish the Building and clear the land of all improvements, structures, rubbish and debris and following the demolition and clearance being carried out to the satisfaction of the Members, no Member will have any claim against any other Member and, without limitation no Member will have any right against any other Member under this Statement.

- (d) If the Members are unable to reach agreement under paragraph (b) then paragraph (a) applies.

19.5 Partial destruction

In the event of the Building or any part of the Building being partially destroyed or damaged the Members will, from the insurance moneys available and, to the extent that this may be insufficient from their own moneys, in the relevant proportions, repair, replace and make good the whole of the destroyed or damaged portion of the Building as nearly as possible to the condition in which it was immediately prior to the damage or destruction with modifications as the Members agree, acting reasonably, or as may be required by the Government Agency.

ePlan

Approved Form 9	Strata Management Statement	Sheet 33 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

19.6 Additional insurance provisions

- (a) All moneys received by the Building Management Committee and settlement of any claim under the Insurance will be paid into a bank account agreed by the Building Management Committee or, in default of agreement, into a bank account determined under clause 13, in account in the names of the Members jointly in the same proportions that the Insurances are paid.
- (b) The money will be held in that account and will be applied by the Members in the following order of priorities:
 - (i) first in payment of a Member in the relevant proportions of all expenditure, directly or indirectly associated with the rebuilding or demolition and clearing or repairing, replacement and making good, as the case may be, of the Building, and
 - (ii) as to any balance must be equitably apportioned between the Members having regard to their respective interests in the Building at the date immediately prior to the incident giving rise to the Insurance claim.
- (c) For the purposes of this clause 19.6 the relevant proportion in the case of damage will be determined having regard to the part or parts of the Building which has been damaged. In the case of total destruction the relevant proportion will be determined under the provisions of clause 13.

19.7 Insurance not to be voided

A Member must not at any time do permit or omit or suffer to be done committed or omitted any act, matter or thing upon the Building to bring or keep anything on the Building so that the Insurance may be rendered void or voidable or the rate or premium of any Insurance be liable to be increased unless, in the latter case, the relevant Member promptly pays all additional premiums required.

19.8 Indemnity

Each Member agrees that where its agents, contractors, employees, members and servants are permitted to use any part of another Member's property in the Building those parties will:

- (a) do so at their own risk, and
- (b) release and indemnify to the extent not excluded by law the other Members, their agents, contractors, employees and servants from any:
 - (i) claims and demands of any kind
 - (ii) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near these other Members property in the Building

except to the extent the damage, death or injury is caused or contributed to by the negligence of that Member or its agents, contractors or employees.

ePlan

Approved Form 9	Strata Management Statement	Sheet 34 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

20. Access to Building

20.1 Member's Right to Access

- (a) A Member may access another Member's lot to do things required by this Statement subject to reasonable notice to that Member, except in an emergency, where no notice is required.
- (b) Unless this Statement says otherwise, a Member must pay all costs associated with gaining access to another Member's lot under this clause.
- (c) Anything done under this clause must take into account of and not materially adversely affect an owner or occupier of that lot.

20.2 Building Management Committee's Right to Access

- (a) In an emergency the Building Management Committee may do anything on or in the Building which should have been done by a Member under this Statement but which the Member has not done or done properly.
- (b) If the Building Management Committee exercises its right under this clause then, at the cost of the Member who has not done what is required, the Building Management Committee or persons authorised by it (including any other Member or their agents, contractors or employees) may enter that part of the Building and remain there for as long as is necessary to undertake the work which the Member had not done.
- (c) If access is undertaken under this clause 20.2 the Building Management Committee or the Member or persons authorised by the Building Management Committee to effect access are not liable for damage arising out of the exercise of any rights under this clause other than damage caused maliciously or negligently.

21. Permitted usage

A Member and any tenant, occupant or invitee shall use their best endeavours to ensure that the Shared Areas and other areas located in the Building for service and loading purposes are used only for such purposes.

22. Utilities

22.1 Utility agreements

The Building Management Committee has the power to enter into agreements with utility providers to provide utilities such as water, electricity, gas and telecommunications services to the Members. If such an agreement is entered into, each Member must pay the cost of its usage of such services directly incurred by that Member, or in any other proportion as may be agreed by all of the Members from time to time.

23. Signage

23.1 Rights of each Member

Each Member may affixed signage on their stratum lot which is visible from the exterior or on the exterior of the Building only:

ePlan

Approved Form 9	Strata Management Statement	Sheet 35 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

(a) with prior approval of the Building Management Committee such approval to be made by General Resolution and

(b) with the prior consent of the relevant consent authority or Government Agency.

23.2 Approval not to be withheld unreasonably

In voting pursuant to clause 23 each Member must act reasonably in determining whether or not to approve the signage.

24. Rules and Codes

24.1 General Rules

The Building Management Committee may make rules to govern the use of any Shared Facility or Shared Area.

24.2 Architectural Code

The Building Management Committee may establish an architectural code for the Building so as to ensure that the architectural design as at the date of the registration of this strata management statement is maintained throughout the exterior of the Building or in any part of the Building which is visible from the exterior of the Building.

ePlan

Approved Form 9	Strata Management Statement	Sheet 36 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

Schedule A List of Shared Facilities

Item no.	Shared Facility	Description	Location
1.	Insurance	Includes building insurance, damage policy, machinery breakdown, public liability for Shared Facilities, workers compensation, fidelity guarantee and office bearers insurance and other insurances effected by the Building Management Committee in accordance with this Statement. Costs for insurance include brokers fees, premiums, excessive of insurance policies, and cost of valuations for insurance purposes; and other costs incurred by the Building Management Committee to effect an insurance policy for the building.	All Lots
2.	Fire System	The fire system is an integrating system situated throughout the building. This shared facility comprises without limitations, the following items: • Fire sprinkler system, including all valves, hydrant booster, and pipework necessary for the fire sprinkler system; • Fire hydrant system, including all valves, hydrant booster, and pipework necessary for the fire hydrant system; • Hose reels and fire extinguishers; • Building occupant warning system (BOWS); • Detection systems including all smoke, fire alarms and heat detection in car park and shared areas; • Emergency lighting and exit sign systems; and • Main fire indicator panel, Fire pump room and combined hydrant and Booster Assembly; • Fire stairs; • Preparation and submission of annual fire safety statement.	All Lots

ePlan

Approved Form 9	Strata Management Statement	Sheet 37 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

Item no.	Shared Facility	Description	Location
3.	Water, Drainage & Sewerage Services Infrastructure	This Shared Facility includes without limitation: • Cold water booster pumps; • Hot water system; • Domestic water pressure system; • Subsoil pumps; • Sewer pumps and pits; • Town water mains; • Sewage pipes; • Rainwater system including downpipes; • Stormwater drainage and onsite detention tanks.	All Lots
4.	Recycled Water Pipeworks (excluding treatment plant and equipment)	The Shared Facility included without limitation: • All valves, booster and pipework; • Pump and pits • Wiring, cables and ducts; • Metering.	Lots 1, 2, 4, 5, 6 and 7
5.	Gas Infrastructure	This Shared Facility includes without limitation: • Main gas boundary regulator; • Gas regulators; • Gas pipes and supply lines, wiring, cables and ducts servicing Shared Facilities.	All Lots
6.	Mechanical Ventilation to Service Rooms	Repair and maintenance supply and exhaust fans to services rooms including Water Meter, Comms Room, etc.	All Lots
7.	Grease traps	This facility traps and holds grease from entering the stormwater collection. This includes costs for cleaning, repairs of the grease trap and any grease arrestor room.	Lots 5 and 6

ePlan

Approved Form 9	Strata Management Statement	Sheet 38 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

Item no.	Shared Facility	Description	Location
8.	Shared Areas	Repair and maintenance of Shared Areas including paintings, doors & locks, signage and electrical, etc. Shared Areas: • Pedestrian access ways, driveways, car ramps and corridors • Fire stairs • Plant rooms • Switch room/metering room • Communication room • Fire control room • Lifts	All Lots
9.	Garbage Rooms and Bin Collection Room	Garbage Rooms and Bin Collection Room are located on basement level. It includes: • Garbage and recycling bins; • Hot water tap and plumbing, lighting, fire door and mechanical ventilation. • All costs for garbage storage and removal of rubbish from the garbage room and the building; • Cleaning costs for the garbage and bin collection rooms.	All Lots
10.	Loading Dock	This facility will be used for retail deliveries and residential move ins and deliveries. Costs including signage, repairs and maintenance, cleaning and replacement.	All Lots
11.	Visitor Car Parking	Visitor Parking is located in the basement and includes line markings, signage, any costs associated with monitoring visitor parking, lighting and electricity.	Lots 1 and 2

ePlan

Approved Form 9	Strata Management Statement	Sheet 39 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

Item no.	Shared Facility	Description	Location
12.	Car Share Spaces	Car share spaces are located in the basement and includes line markings, signage, any costs associated with car share parking and lighting.	Lots 1 and 2
13.	Car Wash Bay	Car wash bay is located in the basement and includes line markings, signage, any costs associated with parking, water tap, drainage, lightings, water and electricity consumption.	Lots 1 and 2
14.	Car Park Ventilation	The mechanical ventilation system in the basement carpark includes the supply and exhaust riser to roof, the ducts servicing the exhaust riser to roof, the ducts servicing the exhaust risers, fans and fan motors and plant equipment. Costs include cleaning, repair and maintenance.	All Lots
15.	Electrical Infrastructure	The electrical infrastructure servicing the building includes: The main switchboard and room located on basement and all electrical meters located in the main switch room; comms room located on basement level; and electrical wires, cables and ducts exclusively servicing Shared Facilities; and electrical wires, cables and ducts which service more than one component of the building; and electrical risers-unmetered; and electrical risers house services. Electrical Infrastructure excludes: Consumption, electrical wires, cables and ducts which are for the exclusive use of a Member, and Owner or Occupier.	All Lots
16.	Security Roller Shutters and Boom Gates	The Security Roller Shutters and Boom Gates are the garage doors entering the building garage basement and include without limitation: Routine maintenance; and repair and replacement of the roller shutters and boom gates; intercom; and security systems servicing these shared facilities including associated wiring to the above. Excludes individual security key/cards of a Member, an owner or Occupier.	All Lots

ePlan

Approved Form 9	Strata Management Statement	Sheet 40 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

Item no.	Shared Facility	Description	Location
17.	Security System	The security system for the building include all security infrastructure giving access to all Shared Facilities, the Buildings via lobbies, doors, roller shutters, lifts and access ways including security cameras and associated monitoring and recording equipment. It also includes security patrols, security guards and other manned security services. The security system excludes costs associated with the supply of individual strata/lot owner access cards & keys.	All Lots
18.	MATV	Master Antenna Television Systems provides lots with the ability to connect to free to air television through the main antenna system.	Lots 1, 2, 4, 5, 6 and 7
19.	Bicycle Storage	Bicycle storage provisions have been made in the basement car parking level and include all line markings and storage facilities including any racks.	Lots 1, 2, 4, 5, 6 and 7
20.	Open Space Areas	Costs associated with the Open Space Areas include the cost of signage, cleaning, the repair and maintenance of landscaping.	Lots 1, 2, 4, 5, 6 and 7
21.	Cleaning	Cleaning includes the services provided by the Cleaning Contractor appointed by the Building Management Committee for cleaning of the shared facilities. Costs for cleaning must be paid by the Building Management Committee in accordance with their agreement.	All Lots
22.	Strata Management Service	Strata management services include the services provided by the Strata Manager subject to their agency agreements as appointed by the Building Management Committee.	All Lots
23.	Electricity consumption	Electrical consumption includes: The Shared Facility Electrical Meter, which measures electrical consumption for most shared facilities including fire hydrant, sewer and stormwater pumps, the basement lighting and lifts.	All Lots

ePlan

Approved Form 9	Strata Management Statement	Sheet 41 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

Item no.	Shared Facility	Description	Location
		Costs for consumption for Shared Facilities based on the actual use recorded by the Shared Facilities Electrical Meter and apportioned by percentage.	
24.	Water Consumption (Shared Facilities)	Water consumption is costs for water supplied to all shared facilities used in the building.	All Lots
25.	Letterboxes	The Letterbox	Lots 1, 2, 4, 5, 6 and 7
26.	Pest Control	Pest control treatment including inspections, treatment and remedial actions in all Shared Areas	All Lots
27.	Printing and Stationery	Costs for printing stationery for use by the BMC Strata, Building Management Committee and Building Manager	All Lots
28.	CCTV	Repair, maintenance and replacement of closed circuit television security camera including service fees on a back-to base monitoring	All Lots
29.	Lifts	Repairs, maintenance and replacement of lifts including maintenance contract service fees	All Lots
30.	Roof and Roofing	Cleaning, repairs, maintenance and replacement of all built elements on and of the roof structure	All Lots
31.	Safety and environmental repairs and maintenance	Repair and maintenance costs involving safety and environmental compliance of Shared Facilities including: a. Fire safety training b. WorkCover and EPA licences c. Maintenance and testing of switchboards, exit and emergency lights and lamp replacement	All Lots
32.	Building Manager's Room	Repairs and maintenance of Building Manager's Room including cleaning and redecoration	All lots

ePlan

Approved Form 9	Strata Management Statement	Sheet 42 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

Schedule B
Costs for Shared Facilities

Item no.	Shared Facility	User	Percentage Cost	
1.	Insurance	All members		<i>The proportion equivalent to the risk applicable to each stratum lot and the Shared Areas as determined by the Approved Insurer.</i>
2.	Fire System	All members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
3.	Water, Drainage & Sewerage Services Infrastructure	All members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
4.	Recycled Water Pipeworks (excluding treatment plant and equipment)	Lots 1, 2, 4, 5, 6 and 7	Lot 1 : 53.0% Lot 2 : 43.4% Lot 3 : - % Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor

ePlan

Approved Form 9	Strata Management Statement	Sheet 43 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

Item no.	Shared Facility	User	Percentage Cost	
5.	Gas Infrastructure	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
6.	Mechanical Ventilation to Service Rooms	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
7.	Grease traps	Lots 5 & 6	Lot 5 : 50% Lot 6 : 50%	For use by Lots 5 & 6
8.	Shared Areas	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
9.	Garbage Rooms and Bin Collection Room	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor

This is the approved form referred to in section 100 Strata Scheme Development Act 2015

ePlan

Approved Form 9	Strata Management Statement	Sheet 44 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

Item no.	Shared Facility	User	Percentage Cost	
10.	Loading Dock	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
11.	Visitor Car Parking	Lots 1 & 2	Lot 1 : 52.6% Lot 2 : 47.4%	For use by Lots 1 & 2, Apartment Unit Factor
12.	Car Share Spaces	Lots 1 & 2	Lot 1 : 52.6% Lot 2 : 47.4%	For use by Lots 1 & 2, Apartment Unit Factor
13.	Car Wash Bay	Lots 1 & 2	Lot 1 : 52.6% Lot 2 : 47.4%	For use by Lots 1 & 2, Apartment Unit Factor
14.	Car Park Ventilation	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
15.	Electrical Infrastructure	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor

This is the approved form referred to in section 100 Strata Scheme Development Act 2015

ePlan

Approved Form 9	Strata Management Statement	Sheet 45 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

Item no.	Shared Facility	User	Percentage Cost	
16.	Security Roller Shutters and Boom Gates	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
17.	Security System	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
18.	MATV	Lots 1, 2, 4, 5, 6 and 7	Lot 1 : 53.0% Lot 2 : 43.4% Lot 3 : - % Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
19.	Bicycle Storage	Lots 1, 2, 4, 5, 6 and 7	Lot 1 : 53.0% Lot 2 : 43.4% Lot 3 : - % Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor

ePlan

Approved Form 9	Strata Management Statement	Sheet 46 of 50 Sheet(s)
Office Use Only		Office Use Only
Registered:  19.11.2018		SP97600

Item no.	Shared Facility	User	Percentage Cost	
20.	Open Space Areas	Lots 1, 2, 4, 5, 6 and 7	Lot 1 : 53.0% Lot 2 : 43.4% Lot 3 : - % Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
21.	Cleaning	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
22.	Strata Management Service	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
23.	Electricity Consumption	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor

ePlan

Approved Form 9	Strata Management Statement	Sheet 47 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

Item no.	Shared Facility	User	Percentage Cost	
24.	Water Consumption (Shared Facilities)	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
25.	Letterboxes	Lots 1, 2, 4, 5, 6 and 7	Lot 1 : 53.0% Lot 2 : 43.4% Lot 3 : - % Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
26.	Pest Control	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
27.	Printing and Stationery	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor

ePlan

Approved Form 9	Strata Management Statement	Sheet 48 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
 19.11.2018	SP97600	

Item no.	Shared Facility	User	Percentage Cost	
28.	CCTV	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
29.	Lifts	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
30.	Roof and Roofing	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor
31.	Safety and Environmental Repairs and Maintenance	All Members	Lot 1 : 52.6% Lot 2 : 43.0% Lot 3 : 0.8% Lot 4 : 1.3% Lot 5 : 0.5% Lot 6 : 0.5% Lot 7 : 1.3%	GFA Factor

ePlan

Approved Form 9	Strata Management Statement	Sheet 49 of 50 Sheet(s)
Registered:	Office Use Only	Office Use Only
	19.11.2018	SP97600

Item no.	Shared Facility	User	Percentage Cost	
32.	Building Manager's Room	All Members	Lot 1 : 52.6%	GFA Factor
			Lot 2 : 43.0%	
			Lot 3 : 0.8%	
			Lot 4 : 1.3%	
			Lot 5 : 0.5%	
			Lot 6 : 0.5%	
			Lot 7 : 1.3%	

ePlan

Approved Form 9	Strata Management Statement	Sheet 50 of 50 Sheet(s)
Office Use Only		Office Use Only
Registered:  19.11.2018		SP97600

Signing page

Signed by Bayone Projects Pty Limited pursuant to section 127 Corporations Act 2001



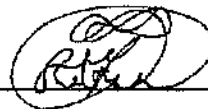
signature

the signatory states that he or she is the sole director and sole secretary of the company

SARKIS NASSIF

full name

Signed by 357 HPG Pty Limited pursuant to section 127 Corporations Act 2001



signature

the signatory states that he or she is the sole director and sole secretary of the company

SARKIS NASSIF

full name

Signed by the mortgagee

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee	
SIGNED by <u>Graham Smith</u> 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:	<u>Sta</u>
Name of witness:	<u>Sue Tan</u>
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 identifying documentation.	

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAW:**

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AP951085F

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 97601

(B) **LODGED BY**

Document
Collection
Box

573X

Name, Address or DX, Telephone, and Customer Account Number if any

Network Strata Services Pty Limited 123421L

P O Box 265

HURSTVILLE BC NSW 1481

Reference: 97601

CODE

CH

(C) The Owners-Strata Plan No. 97601 certify that a special resolution was passed on 9/10/2019, 11/12/2019.

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

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. SPECIAL BY-LAW 1, 2, 3

Amended by-law No. NOT APPLICABLE

as fully set out below:

(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. 97601 was affixed on 28/2/2020 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: [Signature]

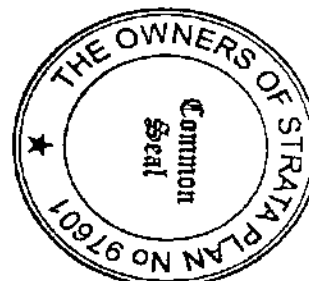
Name: Anita Dalaq

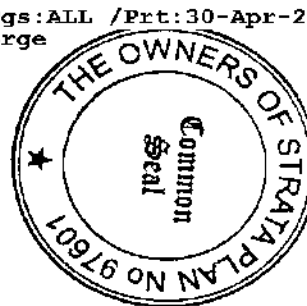
Authority: Netstrata-Managing Agent

Signature: _____

Name: _____

Authority: _____





By-Laws

Annexure A

A handwritten signature in black ink, appearing to be 'A. J.' or similar.

Strata Plan 97601

12 NANCARROW AVENUE RYDE

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 20/11/2018

1 Definitions

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

Architectural Code means the standards and specifications set out in Schedule C of the strata management statement (as may be amended from time to time) applicable to this strata plan.

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.

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

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

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

Building Management Agreement means the agreement between the Owners Corporation and the Building Manager contemplated by by-law 19.

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.

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

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.

Report Date: 18th February 2020



Strata Plan 97601

12 NANCARROW AVENUE RYDE

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.

Management Act means the Strata Schemes Management Act 2015.

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 Plan means the strata plan comprising the residential apartments known as Pearl of the Bay Apartments at Shepherds Bay, 12 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.



Strata Plan 97601

12 NANCARROW AVENUE RYDE

2 Consent of owners corporation

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.



By-Laws

Strata Plan 97601

12 NANCARROW AVENUE RYDE

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 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 exclusively 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

Report Date: 18th February 2020



Strata Plan 97601

12 NANCARROW AVENUE RYDE

- (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.
- (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 consistent with the Architectural Code 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:



Strata Plan 97601

12 NANCARROW AVENUE RYDE

- (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.
- (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



By-Laws

Strata Plan 97601

12 NANCARROW AVENUE RYDE

damage

(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 asbuilt 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 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 access from 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.

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 anyone under their control.

10 Garbage

Report Date: 18th February 2020



Strata Plan 97601

12 NANCARROW AVENUE RYDE

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 securely wrapped and placed in the applicable eDiverter garbage chute located on each floor of the building in which their Lot is located.

10.3 Garbage that is recyclable material must be separated from Garbage that is not recyclable and prepared in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise) and placed in the applicable eDiverter recyclable chute located on each floor of the building in which their Lot is located.

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.

11 Animals

11.1 Owners and Occupiers may keep one small domestic pet such as a cat or dog, or fish in an aquarium 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.
- (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 an assistance animal.

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 such as the barbecue area)
- (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 appearance of Lots
- (f) the appearance of the Building
- (g) the type of furniture and other items which are prohibited from being placed on balconies
- (h) the type of Signs or
- (i) 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.



By-Laws

Strata Plan 97601

12 NANCARROW AVENUE RYDE

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, broadband internet).

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

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.

Report Date: 18th February 2020



Strata Plan 97601

12 NANCARROW AVENUE RYDE

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 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 licenced or otherwise occupied by a party other than the Owner.

18.2 If an Owner of a Lot has leased or licenced 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, 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:



Strata Plan 97601

12 NANCARROW AVENUE RYDE

- (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 Manager 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 Manager Agreement.

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

21.1 This is a special privilege by-law made in accordance with section 142 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 their Lot at their own cost.

21.3 The Owners Corporation may, by general resolution, resolve to maintain, clean, repair and replace the Air Conditioning System located on Common Property but exclusively servicing a Lot at the cost of the Owner of the relevant 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 a special privilege by-law made in accordance with section 142 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 or its agent or contractor may, 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) undertaking work it is required to undertake under these by laws



Strata Plan 97601

12 NANCARROW AVENUE RYDE

(b) undertaking work required to be undertaken by the Owners Corporation in accordance with the requirements of the Management Act

(c) undertaking work required to be undertaken by the Owners Corporation by a notice served on it by any public authority, or

(d) undertaking work required to be undertaken 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 or its agents or contractors to temporarily store any necessary equipment or material on the Lot.

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

1 Parking

Registration Date: 18/02/2020

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.

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.

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.

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

Report Date: 18th February 2020



Strata Plan 97601

12 NANCARROW AVENUE RYDE

Time Restriction, which may not be unreasonably withheld;

- c. erect signs appurtenant to the parking spaces indicating the Time Restriction referred to in clause 4(a); and
- d. 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.

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.

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.

7. Breach of By-Law - No Parking Notices

7.1 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:

(a) give the owner or occupier a breach notice, or place a notice on the offending Vehicle, requesting the removal of the offending vehicle, advising of the terms of this By-Law and the possible consequences of the breach continuing ("Removal Notice");

(b) 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

(c) 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").

7.2 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.

8. Breach of By-Law - Recovery of Expenses

8.1 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:

a. rectify the breach;

b. to the extent permitted by law, remove any Vehicle that is in breach of this By-Law;

c. incidental to the removal of the Vehicle, arrange for towing or storage or both in respect of that Vehicle;

d. 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:

(i) 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

(ii) the expenses incurred by the owners corporation recovering the Breach Expenses including legal costs and disbursements on an indemnity basis ("Recovery expenses"); and

e. 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.

8.2 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.

8.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this By-Law.



Strata Plan 97601

12 NANCARROW AVENUE RYDE

9. 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.

10. 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.

2 Recovery of Administrative Costs

Registration Date: 18/02/2020

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.
- ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
 - 'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
 - 'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
 - 'the Act' means the Strata Schemes Management Act 2015
 - 'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.
 - 'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums
 - 'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners

- i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
- ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
- iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
- iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.

Report Date: 18th February 2020



Strata Plan 97601

12 NANCARROW AVENUE RYDE

v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;

iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;

v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

3 Recovery of Stationery Expenses

Registration Date: 18/02/2020

Intention

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.

ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions

i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act

ii. The following terms are defined to mean:

'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;

'Administrative Fee' means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation

'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.

'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means

'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners

i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.

ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.

iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee

iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.

v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above,

Report Date: 18th February 2020



By-Laws

Strata Plan 97601

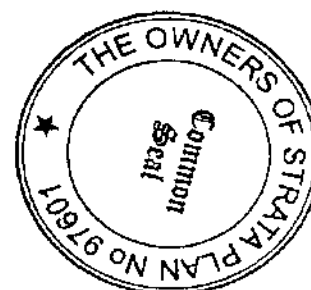
12 NANCARROW AVENUE RYDE

all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- 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;

A handwritten signature in black ink, appearing to be 'GJ' or similar, located above the circular seal.



Report Date: 18th February 2020

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

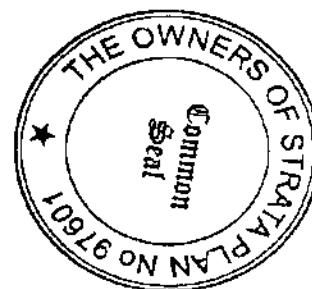
~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an
exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing
being lodged with this certificate.~~

The seal of The Owners - Strata Plan 97601 was affixed 28 February 2020 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: **Anita Dalag of Netstrata**

Authority: **Appointed Managing Agent**



Lodger Details

Lodger Code	506516Q
Name	ADVOCATUS LAWYERS & CONSULTANTS
Address	L 1, 165 PHILLIP ST SYDNEY 2000
Lodger Box	1W
Email	DARREN.KANE@ADVOCATUSLAWYERS.COM.AU
Reference	SP97601-2201

Land Registry Document Identification

AT77943

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/SP97601	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP97601
Other legal entity

Meeting Date

20/12/2022

Repealed by-law No.

Details NOT APPLICABLE

Amended by-law No.

Details BL6 & BL11

Added by-law No.

Details SPECIAL BY LAW 9, 10, 11

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. SP97601
Signer Name	DARREN CHARLES KANE
Signer Organisation	DARREN CHARLES KANE
Signer Role	PRACTITIONER CERTIFIER
Execution Date	11/05/2023



A handwritten signature in blue ink, appearing to read 'Anita Dalag'.

By-Laws

Electronic signature of me, Anita Dalag,
affixed by me, on 28/03/23 at 11:45 AM
Property & Stock Agent Act 2002 Licence No
867112

Strata Plan 97601 12 NANCARROW AVENUE RYDE

"Annexure A"

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration
Date: 20/11/2018**

1 Definitions

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

Architectural Code means the standards and specifications set out in Schedule C of the strata management statement (as may be amended from time to time) applicable to this strata plan.

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.

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

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

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

Building Management Agreement means the agreement between the Owners Corporation and the Building Manager contemplated by by-law 19.

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.

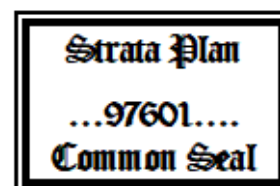
Equipment includes plant, machinery, equipment and security devices.

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

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.



Report Date: 28th March 2023



By-Laws

Strata Plan 97601 **12 NANCARROW AVENUE RYDE**

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.

Management Act means the Strata Schemes Management Act 2015.

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 Plan means the strata plan comprising the residential apartments known as Pearl of the Bay Apartments at Shepherds Bay, 12 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.



Strata Plan 97601

12 NANCARROW AVENUE RYDE

2 Consent of owners corporation

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.



By-Laws

Strata Plan 97601 **12 NANCARROW AVENUE RYDE**

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 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 exclusively 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

Standard By-Law 6 was repealed by the Owners Corporation on 20/12/2022

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:



Strata Plan 97601

12 NANCARROW AVENUE RYDE

(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

(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 asbuilt 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 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 access from 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



By-Laws

Strata Plan 97601 **12 NANCARROW AVENUE RYDE**

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.

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 anyone 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 securely wrapped and placed in the applicable eDiverter garbage chute located on each floor of the building in which their Lot is located.

10.3 Garbage that is recyclable material must be separated from Garbage that is not recyclable and prepared in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise) and placed in the applicable eDiverter recyclable chute located on each floor of the building in which their Lot is located.

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.

11 Animals

Standard By-Law 11 was repealed by the Owners Corporation on 20/12/2022

12 Rules and Codes

12.1 The Owners Corporation may make Rules and Codes relating to matters associated with:



Strata Plan 97601

12 NANCARROW AVENUE RYDE

- (a) the use and management of the Building (including facilities in the Building such as the barbecue area)
- (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 appearance of Lots
- (f) the appearance of the Building
- (g) the type of furniture and other items which are prohibited from being placed on balconies
- (h) the type of Signs or
- (i) 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, broadband internet).

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

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.



Strata Plan 97601

12 NANCARROW AVENUE RYDE

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 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 licenced or otherwise occupied by a party other than the Owner.

18.2 If an Owner of a Lot has leased or licenced 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, 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).



By-Laws

Strata Plan 97601 **12 NANCARROW AVENUE RYDE**

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 Manager 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 Manager Agreement.

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

21.1 This is a special privilege by-law made in accordance with section 142 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 their Lot at their own cost.

21.3 The Owners Corporation may, by general resolution, resolve to maintain, clean, repair and replace the Air Conditioning System located on Common Property but exclusively servicing a Lot at the cost of the Owner of the relevant 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



By-Laws

Strata Plan 97601

12 NANCARROW AVENUE RYDE

22.1 This is a special privilege by-law made in accordance with section 142 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 or its agent or contractor may, 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) undertaking work it is required to undertake under these by laws
- (b) undertaking work required to be undertaken by the Owners Corporation in accordance with the requirements of the Management Act
- (c) undertaking work required to be undertaken by the Owners Corporation by a notice served on it by any public authority, or
- (d) undertaking work required to be undertaken 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 or its agents or contractors to temporarily store any necessary equipment or material on the Lot.

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

1 Parking

Registration Date: 18/02/2020

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.

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.

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:

Report Date: 28th March 2023



Strata Plan 97601

12 NANCARROW AVENUE RYDE

(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.

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;
- c. erect signs appurtenant to the parking spaces indicating the Time Restriction referred to in clause 4(a); and
- d. 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.

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.

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.

7. Breach of By-Law - No Parking Notices

7.1 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:

(a) give the owner or occupier a breach notice, or place a notice on the offending Vehicle, requesting the removal of the offending vehicle, advising of the terms of this By-Law and the possible consequences of the breach continuing ("Removal Notice");

(b) 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

(c) 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").

7.2 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.

8. Breach of By-Law - Recovery of Expenses

8.1 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:

- a. rectify the breach;
- b. to the extent permitted by law, remove any Vehicle that is in breach of this By- Law;
- c. incidental to the removal of the Vehicle, arrange for towing or storage or both in respect of that Vehicle;



By-Laws

Strata Plan 97601

12 NANCARROW AVENUE RYDE

- d. 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:
- (i) 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
 - (ii) the expenses incurred by the owners corporation recovering the Breach Expenses including legal costs and disbursements on an indemnity basis ("Recovery expenses"); and
- e. 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.
- 8.2 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.
- 8.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this By-Law.

9. 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.

10. 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.

2 Recovery of Administrative Costs

Registration Date: 18/02/2020

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.
- ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
 - 'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
 - 'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
 - 'the Act' means the Strata Schemes Management Act 2015
 - 'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.



By-Laws

Strata Plan 97601

12 NANCARROW AVENUE RYDE

'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums

'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners

- i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
- ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
- iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
- iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
- iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

3 Recovery of Stationery Expenses

Registration Date: 18/02/2020

Intention

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
- ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
'Administrative Fee' means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.

Report Date: 28th March 2023



By-Laws

Strata Plan 97601 **12 NANCARROW AVENUE RYDE**

'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means

'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners

- i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
- ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
- iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled to charge an administrative fee
- iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- 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.

4 Pre-Meeting & Electronic Voting

Registration Date: 21/05/2020

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

Report Date: 28th March 2023



Strata Plan 97601

12 NANCARROW AVENUE RYDE

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.

5 Payment Plan By-Law

Registration Date: 02/12/2020

1.Introduction

1.1 The purpose of this by-law is to set out how the owners corporation will administer payment plans.

1.2 This by-law applies if the owners corporation passes either a resolution to accept payment plans generally or specific payment plans.

2. Payment Plans

2.1 At every Annual General Meeting, the owners corporation must consider "how to deal with any overdue contributions payable to the owners corporation". Section 85(5) of the Act says "An owners corporation may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions."

2.2 Clause 18 of the Regulation says a payment plan must:

- (a) be in writing;
- (b) require repayment of the outstanding contributions within 12 months; and
- (c) contain the following:
 - (i) the name of the lot owner and the title details of the lot,
 - (ii) the address for service of the lot owner,
 - (iii) the amount of the overdue contributions,
 - (iv) the amount of any interest payable for the overdue contributions and the way in which it is calculated,
 - (v) the schedule of payments for the amounts owing and the period for which the plan applies,
 - (vi) the manner in which the payments are to be made,
 - (vii) 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,
 - (viii) a statement that a further plan may be agreed to by the owners corporation by resolution,
 - (ix) 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.

2.3 For each payment plan:

- (a) the owners corporation appoints its Strata Manager as its agent to administer the payment plan;
- (b) the owners corporation acknowledges that the Strata Manager will charge the Fee to administer the payment plan; and
- (c) the owner who has agreed to the payment plan agrees to pay the Fee to the owners corporation as part of the payment plan, and the Fee is recoverable by the owners corporation in the same manner as the outstanding contributions.

2.4 If the owners corporation resolves generally to enter into payment plans, then:

- (a) the terms of any individual payment plan approved under that general resolution (including those further approved under clause 2.4(a)) must:
 - (i) comply with the Act and the Regulation;
 - (ii) contain the information set out in clause 2.2(c) above; and
- (b) the strata committee may approve individual payment plans, provided that the individual payment plan complies with the following:
 - (i) clauses 2.2 and 2.3;
 - (ii) interest is payable in the manner and at the rate set out in the Act;
 - (iii) contributions due after the date the payment plan commences are payable on their due date;



By-Laws

Strata Plan 97601

12 NANCARROW AVENUE RYDE

(iv) payments must be made to the appropriate account of the owners corporation held on its behalf by the Strata Manager; and

(v) the contact details to include in the payment plan are those of the Strata Manager.

3. Interpretation

In this by-law:

3.1 Act means the Strata Schemes Management Act 2015;

3.2 Fee means the fee charged by the Strata Manager to administer each payment plan, which as at the date that this by-law is registered is \$100 per month per payment plan;

3.3 lot means each and every lot in the strata scheme;

3.4 owner means the owner of the lot for the time being;

3.5 payment plan means a payment plan for the payment of overdue contributions, which is either specifically approved by the owners corporation, or where the owners corporation resolves generally to accept payment plans;

3.6 Regulation means the Strata Schemes Management Regulation 2016;

3.7 Strata Manager means the strata managing agent for the strata scheme, which is Netstrata;

3.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;

3.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and

3.10 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

6 Fire Inspection Access & Administration

Registration Date: 31/01/2022

INTENTION

The intention of this By-law is to outline the rights and responsibilities of the Owners Corporation and Lot owners in relation to the inspection of fire safety apparatus within a Lot and to provide the Owners Corporation with a fair and equitable mechanism to recover any additional costs associated with supplementary inspections of individual Lots (which may be incurred due to an occupant delaying access) or additional corrective action repairs required.

The Owners Corporation recognise that Under the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015 they must engage an Accredited Fire Safety Practitioner (AFSP) to inspect the fire safety apparatus within the common property and individual Lots.

A) Definitions

The following terms are defined to mean:

'Accredited Fire Safety Practitioner (AFSP)' means a person accredited under an approved industry accreditation scheme to undertake the inspecting, testing and repairs to fire safety apparatus within a building.

'Administrative Fee' means a fee to which the Agent may charge for additional services rendered in administering access or additional repairs within a Lot.

'Agent' means the Strata Managing Agent for the Strata Scheme.

'Corrective Action Repairs (CAR)' mean those repairs required to be undertaken on common property or within a Lot in order to remedy a defect or fault to a fire safety apparatus.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or administrative charges imposed by agent engaged by the Owners Corporation.

'Fire Safety Apparatus' means any Fire Safety Measure listed in Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) applicable to the strata scheme.

'Reasonable Access' means between the hours of 7.00am and 8.00pm Monday to Friday, excluding public holidays.

'Smoke Alarm Certificate' means a certificate issued by a landlord or their agent to a tenant, pursuant to Section

Report Date: 28th March 2023



Strata Plan 97601

12 NANCARROW AVENUE RYDE

64A of the Residential Tenancies Act 2010 (NSW), noting the smoke alarm(s) within a Lot are compliant.

B) Rights & Responsibilities of the Owners Corporation

- i) The Owners Corporation must ensure that an Annual Fire Safety Statement is obtained pursuant to the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015.
- ii) An Accredited Fire Safety Practitioner (AFSP) must be used for the inspection of the fire safety apparatus within the Strata Scheme. Before carrying out any inspection or works within a Lot the Owners Corporation or their Agent must provide the occupant of the lot a minimum of 7 days' notice that access to the lot is required.
- iii) The Owners Corporation shall have the power to recover all costs outlined in clause C) below from a lot owner (as well as any costs related to the indemnities identified in Clause D) as a debt by way of a levy charged to the lot and must serve upon the owner a written notice of the contribution payable. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act and may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

C) Rights and Responsibilities of Lot Owners

- i) The Owners Corporation recognise that access to the Lots within the Strata Scheme shall be required in order to comply with clause b), therefore the owner of a Lot shall be responsible for ensuring;
 - a) That where necessary the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) has unencumbered access to the owner's Lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
 - b) The occupant of the lot does not obstruct access to the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
- ii) Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may impose upon that Lot owner the following administrative fees (re-inspection fee) for arranging the return of an Accredited Fire Safety Practitioner (AFSP):
 - a) A fee of \$50 for organisation of the 2nd inspection of a Lot;
 - b) A fee of \$75 for organisation of the 3rd inspection of a Lot;
 - c) A fee of \$100 for any further inspections of a Lot.These fees are in addition to the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) as outlined in subclause iii).
- iii) Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may pass the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) upon that Lot owner, in addition to the administrative fees outlined in sub-clause ii).
- iv) Where Corrective Action Repairs (CAR) are required to items within the Lot, the associated costs will be imposed by the Owners Corporation upon that Lot owner, as well as any additional administration costs imposed by the agent to facilitate this process. These costs may include, but are not limited to the replacement or repairs of:
 - a) Smoke alarms;
 - b) Heat alarms/detectors;
 - c) Fire door closers;
 - d) Any other item within a Lot required to be compliant with the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW).
- v) Where an owner leases their Lot they are required to issue a Smoke Alarm Certificate to their tenant pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW). Upon request, the Owners Corporation or its Agent may be required to supply a certificate to a Lot owner, as such the Owners Corporation may charge a fee of \$55 upon that Lot owner.
- vi) Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause vi) above, all charges imposed by this By-law shall stand.
- vii) In accordance with Section 258 of the Strata Schemes Management Act 2015, owners who lease their Lot must



By-Laws

Strata Plan 97601 **12 NANCARROW AVENUE RYDE**

ensure that the tenant names, duration of the lease and the contact details are provided to the Owners Corporation's Agent within 14 days after the commencement of the lease.

D) Indemnity

An owner of a lot must indemnify the Owners Corporation for any fines or penalties imposed by the local council which are incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporation's appointed Accredited Fire Safety Practitioner (AFSP).

An owner of a lot must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to be issued.

7 Communication & Dispute Resolution

Registration Date: 31/01/2022

INTENTION

The intention of this By-law is to provide mechanisms for the Owners Corporation, owners, occupiers and representatives of the Owners Corporation, owners and occupiers to;

- a) Facilitate harmonious, efficient and cost-effective communication within the scheme,
- b) Prevent bullying, harassment and intimidation at the scheme as well as to regulate the communication of owners, residents and agent's servicing the scheme,
- c) Provide an efficient dispute resolution process,
- d) Allow the Owners Corporation, Strata Committee and strata managing agent the ability to suspend or cease communication with individual's that contravene the spirit of this By-law, and
- e) Allow the Owners Corporation to recover the costs for administering the provisions of this By-law.

PART 1 - Definitions & Interpretation

1. In this by-law:

- a) Strata Managing Agent means the person (if any) from time to time appointed to act as strata managing agent for the Scheme.
- b) Building Manager means the person (if any) from time to time appointed to act as a Building Manager for the scheme
- c) Lot means a lot in strata scheme
- d) Occupier or Owner means the owner or occupier of a lot in the strata scheme from time to time.
- e) Owners Corporation means the owners corporation created by the registration of strata plan.
- f) Agent means a person from time to time appointed to act on behalf of a lot owner such as a property manager or sales agent
- g) Representative means a person from time to time appointed to represent a lot owner such as a proxy holder or power of attorney
- h) Scheme means the strata scheme created on registration of the strata plan.
- i) Strata Committee means the Strata Committee of the Owners Corporation from time to time.
- j) Stakeholders means all Owners, Occupiers, Suppliers, Building Managers, the Strata Committee and Strata Managing Agent.

2. In this by-law a word which denotes:

- a) the singular includes plural and vice versa;
- b) any gender includes the other genders;
- c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015 ("the Act"); and
- d) references to legislation includes references to amending and replacing legislation.

3. Nothing contained in this by-law will operate so as to negate any statutory requirements or obligations imposed by the Act or the Strata Schemes Management Regulations 2016, as amended or replaced from time to time.

PART 2 - Scheme Communications

Report Date: 28th March 2023



By-Laws

Strata Plan 97601 **12 NANCARROW AVENUE RYDE**

1. Owners, occupiers and agents to the scheme acknowledge that all stakeholders are entitled to live, work and reside within an environment that is free from bullying, harassment, threatening and intimidating behaviour, this includes both written communication and conduct at meetings of the Owners Corporation and Strata Committee. Examples of bullying and harassment include but are not limited to;
 - a) Direct threats or intimidation made against an Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent, whether in writing or made verbally,
 - b) Excessive communication with the Strata Committee, Building Manager or Strata Managing Agent,
 - c) Pressuring lot owner/s to vote in a particular manner,
 - d) Commentary of a personal nature that is derogatory, disrespectful or ridicules any stakeholder or their character,
 - e) Making an unsubstantiated claim against another Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent.
2. Harassment does not include;
 - a) The Owners Corporation, Strata Committee or Strata Managing Agent pursuing debt recovery pursuant to section 86 of the Act,
 - b) The Owners Corporation, Strata Committee or Strata Managing Agent administering and enforcing this By-law or the other Bylaws for the scheme,
 - c) Owners, residents and agents providing constructive feedback surrounding the administration of the scheme or service providers to the scheme.
3. The Owners Corporation, Strata Committee, Owners, Occupiers and stakeholders must ensure that all communication is respectful and does not include anything which is discriminatory, derogative or constitutes bullying within the Scheme.

PART 3 - Rights and Obligations of Lot Owners

1. An owner must ensure that they, their agents, representatives, or occupants of their lot do not:
 - a) do anything which is disrespectful, derogatory, discriminatory, harassing or bullying towards another Owner, Occupier, Supplier, Building Manager, the Strata Committee or the Strata Managing Agent;
 - b) do anything which impedes or negatively impacts the Owners Corporations ability to conduct their duties in accordance with the Act;
 - c) unreasonably disclose information held by the Owners Corporation, including information about an Owner or Occupier;
 - d) cause a nuisance or otherwise behave in a way to bring disrepute or diminish the reputation of the Owners Corporation;
 - e) make a decision that requires a resolution of the Strata Committee or the Owners Corporation in accordance with the Act; or
 - f) engage in any conduct in contravention of the Act.
2. An owner shall be liable to compensate or indemnify the Owners Corporation against any costs that may arise as a result of administering the provisions of this By-law including the costs of convening and conducting a Strata Committee meeting and any other administrative costs associated with Part 4 of this By-law.
3. In the event that a lot owner believes a charge imposed upon them pursuant to this By-Law has been applied unfairly, 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.
4. In the event the Owners Corporation rejects a request made by a lot owner pursuant to Part 3, Clause 3 of this By-Law, all charges imposed by this By-Law shall stand.

PART 4 - Rights, Powers and Obligations of The Owners Corporation & Strata Committee

1. Any alleged breach of this By-law pursuant to Part 3 above must be determined by the Strata Committee at a properly convened meeting of the committee.
2. Depending on the nature and severity of the breach, where the committee has determined that a lot owner, tenant or agent acting on behalf of a lot owner has exhibited bullying, threatening or intimidating behaviour, the Strata Committee may;
 - a) Issue a warning letter to the individual, or
 - b) Suspend communication with the individual, for a period to be determined by the committee, and/or



By-Laws

Strata Plan 97601

12 NANCARROW AVENUE RYDE

- c) Determine that the lot owner compensate the Owners Corporation for the costs of convening and conducting the Strata Committee meeting that was required to make a determination pursuant to this By-law, and/or
- d) Determine that the lot owner compensate the Owners Corporation for any other administrative costs associated with administering this By-law.
- 3. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations:
 - a) The Owners Corporation shall have the power to recover all costs outlined in PART 3 and PART 4 of this By-law from a lot owner as a debt by way of a levy charged to the lot;
 - b) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
 - c) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
 - d) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act; and
 - e) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 5 - Grievance Procedure

Where an owner, resident or agent acting on behalf on an owner wishes to register a grievance with the Strata Committee or Strata Managing Agent the complainant must;

1. Notification:

The complainant must inform the Strata Committee or Strata Managing Agent in writing of the following;

- a) The nature of the dispute;
- b) What outcome the complainant desires,
- c) The action the complainant believes will settle the grievance,
- d) Evidence that supports the complaint being made (if any),
- e) Notices of a grievance under this clause should be directed to the Strata Managing Agent via email or post in the first instance or where no agent is appointed directly to the Strata Committee via the registered address for service of notices for the scheme.

2. Best Endeavours to Resolve Dispute:

- a) On receipt of a complaint, both parties will make every effort to resolve the dispute by mutual negotiation within 21 business days. This may include the convening of a Strata Committee or General Meeting to resolve the matters identified.
- b) Where a Strata Committee meeting may be convened pursuant to this grievance procedure, it WILL NOT be subject to the provisions of Part 4 of this By-law.

8 Absolution of Maintenance Lot Fittings & Fixtures

Registration Date: 31/01/2022

PART 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.
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.
- c. 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.
- d. At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a

Report Date: 28th March 2023



Strata Plan 97601

12 NANCARROW AVENUE RYDE

renovation within their lot that affects a waterproofed area.

e. 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.

PART 2 - Definitions

2.1 In this by-law, unless the context otherwise requires or permits:

- a. Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
- b. Lot means any lot in the strata plan
- c. Owner means the owner of the Lot
- d. Owners Corporation means the owners corporation created by the registration of strata plan 97601
- e. Internal Area means any area within the envelope of a lot as defined by the Strata Plan
- f. 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.

2.2 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 include references to amending and replacing legislation.

PART 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;

3.1 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
- i. The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- a. All taps and internal pipe work
- b. Shower screens
- c. Bathtub, including internal floor waste and drainage pipes
- d. Sinks and hand basins including internal drainage pipes,
- e. Cabinets and mirrors
- f. Toilet pan, including cistern and internal waste pipes
- g. All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 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 insinkers
- e. Ovens, Stoves and Cook Tops



Strata Plan 97601

12 NANCARROW AVENUE RYDE

f. All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 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

3.5 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
- e. The pruning, trimming or removal of a tree or trees, including damage caused by roots
- f. Fences that divide two lots
- g. All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 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.
- k. Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 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.

9 Lot Owner Charges

Registration Date: 28/03/2023

Introduction

The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.



By-Laws

Strata Plan 97601 **12 NANCARROW AVENUE RYDE**

Lot Owner Obligations & Rights

- a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges incurred by the Owners Corporation as follows (but not limited to):
- I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act.
 - II. Administrative Fees imposed to arrange afterhours emergencies.
 - III. By-Law Complaints
 - IV. Fines for the late submission of the A.F.S.S.
 - V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).
 - VI. Security key and key fob/swipe Administration Fees
 - VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.
 - VIII. Levy Notice Postage Fees.
 - IX. Arranging repairs and maintenance for Lot property items.
 - X. Animal request Application Fees, including the addition of approved animals to a pet register where applicable.
 - XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.
 - XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.
 - XIII. Any other Administrative Fee deemed reasonable by the Strata Committee.
- b) Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a Debt. Where an Administrative Fee has been applied pursuant to this ByLaw, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Owners Corporation Obligations & Rights

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt by way of a Levy charged to the Lot.
- b) The Owners Corporation must serve upon the Owner a written notice of the contribution payable.
- c) The Owners Corporation may charge interest upon any contribution payable under this ByLaw pursuant to section 85 of the Act.
- d) The Owners Corporation may initiate Debt Recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.
- e) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

'Owner' means the Owner/s of the Lot.

'Occupier' means the Occupier of a Lot.

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'The Act' means the Strata Schemes Management Act 2015. 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.

'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

10 Moving and Delivering of Goods

Registration Date: 28/03/2023

Report Date: 28th March 2023



By-Laws

Strata Plan 97601 **12 NANCARROW AVENUE RYDE**

An Owner or Occupier must not transport or permit or cause to be transport goods on Common Property except in compliance with this By-law.

1. Conditions

a) Prior to transporting goods on Common Property, Owners and Occupiers:

- i) must give the Owners Corporation not less than 72 hours' notice of the date and time the goods will be transported,
 - ii) must give details to the Owners Corporation if the Owner or Occupier has engaged a removalist (name, telephone number, mobile number, address, email address and contact name),
 - iii) must give to the Owners Corporation evidence of suitable public liability or contractors all risk insurance held by the removalist for the benefit and protection of the Owners Corporation,
 - iv) must provide the Owners Corporation their contact number(s), email address and vehicle registration details.
- b) Owners and Occupiers may only transport goods on Common Property at the times and in accordance with the directions of the Owners Corporation.
- c) Owners and Occupiers may only transport goods in a lift if the lift has a lift protector or blanket.
- d) Owners and Occupiers must ensure they and their removalist comply with all rules of the Owners Corporation in connection with transporting goods on common property.
- e) Owners and Occupiers are permitted to transport goods on Common Property only between the hours of 7.00am to 9.00pm and subject to the terms of this By-law.
- f) Owners and Occupiers must ensure neither they nor their removalists:
- i) obstruct Common Property when transporting the goods, or
 - ii) interfere with the peaceful enjoyment of Common Property by another Owner or Occupier.
- g) Owners and Occupiers must supervise their removalist in order to ensure no damage is done to the Common Property, another Lot or property vested in the Owners Corporation, by transporting goods.
- h) Owners and Occupiers must at their own expense:
- i) immediately rectify any damages caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting goods;
 - ii) must remove debris or other materials left on Common Property as a result of transporting goods; and
 - iii) must clean any part of the Common Property which requires cleaning as a consequence of transporting goods.

2. Move-in/out Security Deposit

a) Prior to transporting goods on Common Property, if requested by the Owners Corporation, Owners and Occupiers:

- i) must give a Move-in/out Security Deposit of \$500.00 to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this By-law; and
 - ii) must give to the Owners Corporation, if the Owners Corporation reasonably determines, a non-refundable Movein/out Fee of \$45.00 for the administration of this process.
- b) The Owners Corporation may apply all or part of a Move-in/out Security Deposit to remedy a breach of this By-law.
- c) Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
- d) If goods are being transported by an Owner or Occupier who is already in occupation of a Lot, then only one Movein/out Security Deposit must be paid by the Owner or Occupier before transporting the goods.
- e) Provided the Owners Corporation is satisfied there has not been a breach of this By-law or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Move-in/out Security Deposit paid under this By-law (or so much of it that remains unrefunded) to the party who provided it within 7-10 business days of the Owner or Occupier completing transportation of the goods.
- f) The Move-in/out Security Deposit in respect of this is By-law is \$500.00 unless determined otherwise by the Owners Corporation, Strata Committee or Strata Managing Agent.
- g) The Move-in/out Security Deposit must be paid by the Owner or Occupier before transporting the goods.
- h) The non-refundable Move-in/out Fee in respect of this is By-law is \$45.00 unless determined otherwise by the Owners Corporation, Strata Committee or Strata Managing Agent.

Report Date: 28th March 2023



By-Laws

Strata Plan 97601

12 NANCARROW AVENUE RYDE

i) Any non-refundable Move-in/out Fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt.

11 Enforcement of By-Laws

Registration Date: 28/03/2023

Compliance with By-Laws

Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

Enforcing a By-Law

- a) The Owners Corporation may do anything in a Lot or on the Common Property that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done or, in the opinion of the Owners Corporation, has not done properly.
- b) The Owners Corporation may enforce a By-Law by legal means.
- c) The Owners Corporation, Strata Committee or Strata Manager may issue notices to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.
- d) The Owners Corporation, Strata Committee or Strata Manager may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.
- e) The Owners Corporation, Strata Committee or Strata Manager may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.
- f) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

Owners Corporation Right to Remedy Breach

Where the Owner or Occupier (or the visitor/s) of a Lot breaches a By-Law, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending Lot Owner:

- a) A fee of \$50 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).
- b) A fee of \$100 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.
- c) A fee of \$250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a debt. Where an Administrative Fee has been applied pursuant to this By-law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'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 a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'Strata Manager' means the Strata Managing Agent for the Owners Corporation.

'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the

Report Date: 28th March 2023



Strata Plan 97601

12 NANCARROW AVENUE RYDE

Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

BL6 Occupation and Use of Lots amended as follows:

Registration Date: 28/03/2023

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.
- (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 consistent with the Architectural Code and
 - (ii) The replacement window treatment has been approved by the Owners Corporation/strata committee.
- (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/strata committee:
- (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/strata committee 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

Report Date: 28th March 2023



By-Laws

Strata Plan 97601 **12 NANCARROW AVENUE RYDE**

(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.
- (iii) Owners and Occupiers may, with the consent of the Owners Corporation/strata committee install frosting on their balcony glass balustrades only.

(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/strata committee.
- (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.

BL11 Keeping of Animals amended as follows:

Registration Date: 28/03/2023

The Owner or Occupier of a lot may keep an animal on a lot unless the keeping of the animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property, pursuant to Clause 3 of this By-Law. Owners and Occupiers must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

1. The Keeping of Animals

The Owner or Occupier of a lot may keep:

- a) goldfish or other similar fish in a fish tank or indoor aquarium;
- b) canaries, budgerigars or similar birds kept indoors at all times;
- c) one or two domestic cats, one or two dogs or one domestic cat and one dog with the consent of the Owners Corporation which consent must not be unreasonably withheld. All cats and dogs must be microchipped and registered with the appropriate authorities. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation; and
- d) provided it is microchipped and registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with



By-Laws

Strata Plan 97601 **12 NANCARROW AVENUE RYDE**

you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation.

2. Informing the Owners Corporation

The Owner or Occupier of a lot must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

3. Unreasonable Interference

The circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property are:

- a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
- b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
- c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
- d) the animal repeatedly causes damage to the common property or another lot, or
- e) the animal endangers the health of another occupant through infection or infestation, or
- f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
- g) for a cat kept on a lot-the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or
- h) for a dog kept on a lot
 - i. the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or
 - ii. the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or
 - iii. the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).

4. Controlling Animals

If the Owner or Occupier of a lot has an animal under this by-law they must ensure that the animal does not wander onto:

- a) another Apartment; or
- b) Common Property.

The Owner or Occupier of a lot must ensure that the animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

5. Cleanliness

An Owner or Occupier of a lot must:

- a) ensure that their pet(s) are kept in a clean and hygienic condition;
- b) ensure that dogs or cats or other pets do not defecate or urinate anywhere other than in a pet litter tray or box within the lot;
- c) keep any pet litter tray or box clean and odour free;
- d) ensure no pet related odours are at any time emitted from the lot (including any Balconies); and
- e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system or common property.

6. Owners Corporation Right to Remedy Breach

Where the Owner or Occupier of a lot breaches this By-Law and allows an animal to unreasonably interfere with another occupant's use and enjoyment of the occupant's lot or the common property, the Owners Corporation



A handwritten electronic signature in black ink, appearing to be "Anita Dalag".

By-Laws

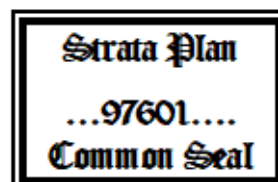
Electronic signature of me, Anita Dalag,
affixed by me, on 28/03/23 at 11:45 AM
Property & Stock Agent Act 2002 Licence No
867112

Strata Plan 97601 **12 NANCARROW AVENUE RYDE**

reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending lot owner:

- a) A fee of \$50 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a second time (the First notification will bear no administrative fee);
- b) A fee of \$100 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a third time; and
- c) A fee of \$250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Strata Schemes Management Act 2015 by issuing a notice to comply with this By-Law.

Any administration fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner, all charges imposed by this By-law shall stand.



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 97601

(B) LODGED BY

Document
Collection
Box

573X

Name

Company NETWORK STRATA SERVICES

Address PO BOX 265
HURSTVILLE BC NSW 1481

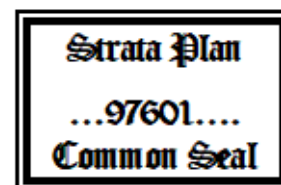
E-mail admin@netstrata.com.au Contact Number 1300 638 787

Customer Account Number 123421L Reference 97601

CODE

CH

- (C) The Owner-Strata Plan No. 97601 certify that a special resolution was passed on 20/12/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law 9,10,11
- Amended by-law No. BL6 & BL11
- as fully set out below :



- (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. 97601 was affixed on 28/3/2023 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 :

A handwritten signature in black ink, appearing to read "Anita Dalag".

**Electronic signature of me, Anita Dalag, affixed by me, on 28/03/23 at 11:45 AM
Property & Stock Agent Act 2002 Licence No 867112**

Name : ANITA DALAG- NETSTRATA

Authority : Appointed Managing Agent

Signature :

Name :

Authority :

Owners Corporation Consent

Strata Scheme No 97601

Date 28 March 2023

CP/SP 97601

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 97601

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 97601 by section 273 Strata Schemes Management Act 2015.

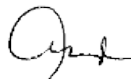
I Consent to the registration of the following documents that have been lodged over the Land:

- 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 97601 was affixed on 28/03/23 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Anita Dalag (Netstrata) Authority: Appointed Strata Agent
Electronic signature of me, Anita Dalag, affixed by me, on 28/03/23 at 11:45 AM
Property & Stock Agent Act 2002 Licence No 867112

^ Insert appropriate date

“WARNING”



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

Strata Schemes Management Regulation 2016

Current version for 25 August 2021 to date (accessed 9 September 2021 at 10:05)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note—

These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation—
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must—
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation—

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

- (b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

Note—

Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the [*Disability Discrimination Act 1992*](#) of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier—

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Note—

Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except—
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

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

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law—
washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

- (9) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified—
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Hills Conveyancing
Shop 3/24 Old Northern Road
BAULKHAM HILLS NSW 2153

Issue Date: 30 April 2024
Certificate No: PLN2024/2109
Your Ref: George

PLANNING CERTIFICATE SECTION 10.7

NSW Environmental Planning and Assessment Act 1979 ('Act')

Property Address: 502A/12 Nancarrow Ave RYDE NSW 2112

Legal Description: Lot 35 SP 97601

Property Reference: 556512

Land Reference: 63935

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT AND SCHEDULE 2 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2021

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

a) LOCAL ENVIRONMENTAL PLANS

Ryde Local Environment Plan 2014

b) PROPOSED LOCAL ENVIRONMENTAL PLANS that are or have been the subject of community consultation or public exhibition under the Act.

NIL

c) DEVELOPMENT CONTROL PLANS

City of Ryde Development Control Plan 2014

Sydney Harbour Foreshores and Waterways Area Development Control Plan

The property is under the Sydney Harbour Foreshores and Waterways Area Development Control Plan (DCP) which has been prepared to support Chapter 10 of the State Environmental Planning Policy (Biodiversity and Conservation) 2021. The DCP provides detailed design guidelines for development and criteria for natural resource protection for the area identified as Foreshores and Waterways area.

d) DRAFT DEVELOPMENT CONTROL PLANS that are or have been the subject of community consultation or public exhibition under the Act.

NIL

e) STATE ENVIRONMENTAL PLANNING POLICIES

State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development.

City of Ryde

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy (Biodiversity and Conservation) 2021
 State Environmental Planning Policy (Housing) 2021
 State Environmental Planning Policy (Industry and Employment) 2021
 State Environmental Planning Policy (Planning Systems) 2021
 State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021
 State Environmental Planning Policy (Primary Production) 2021
 State Environmental Planning Policy (Resilience and Hazards) 2021
 State Environmental Planning Policy (Resources and Energy) 2021
 State Environmental Planning Policy (Transport and Infrastructure) 2021
 State Environmental Planning Policy (Sustainable Buildings) 2022

f) PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES that are or have been the subject of community consultation or public exhibition under the Act.

NIL

Note: Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) ZONING AND ZONING TABLE UNDER RYDE LOCAL ENVIRONMENTAL PLAN 2014

Ryde Local Environmental Plan 2014 - Zone MU1 - Mixed Use

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure employment and educational activities within the Macquarie University campus are integrated with other businesses and activities.
- To promote strong links between Macquarie University and research institutions and businesses in the Macquarie Park corridor.

2 Permitted without consent

Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4.

4 Prohibited

City of Ryde

Agriculture; Air transport facilities; Animal boarding or training establishments; Camping grounds; Caravan parks; Depots; Eco-tourist facilities; Farm buildings; General industries; Heavy industrial storage establishments; Heavy industries; Home occupations (sex services); Industrial training facilities; Resource recovery facilities; Sewerage systems; Sex services premises; Signage; Vehicle body repair workshops; Waste disposal facilities; Water supply systems.

(b) ZONING AND ZONING TABLE UNDER STATE ENVIRONMENTAL PLANNING POLICY

NIL

(c) ADDITIONAL PERMITTED USES APPLY TO THE LAND

NIL

(d) DEVELOPMENT STANDARDS FOR THE ERECTION OF A DWELLING HOUSE

No development standards under the Local Environment Plan apply to the land that fix minimum land dimension for the erection of a dwelling house on the land.

(e) AREA OF OUTSTANDING BIODIVERSITY VALUE UNDER THE BIODIVERSITY CONSERVATION ACT 2016

No. The land does not include an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

(f) CONSERVATION AREA (however described)

No. The land has not been identified as being within a heritage conservation area under the Local Environment Plan.

(g) ITEMS OF ENVIRONMENTAL HERITAGE (however described)

No. An item of environmental heritage is not situated on the land under the Local Environmental Plan.

OTHER PRESCRIBED INFORMATION

3. CONTRIBUTIONS PLANS

(1) The name of each contributions plan or draft contributions plan applying to the land under the Act, Division 7.1:

- City of Ryde Section 7.11 Development Contributions Plan 2020.
- City of Ryde Fixed Rate Levy (Section 7.12) Development Contributions Plan 2020.

(2) The name of the region and the Ministerial planning order in which the region is identified applying to the land, within the meaning of the Act, Division 7.1, Subdivision 4:

The Greater Sydney Region under the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023.

(3) The name of the area if the land is in a special contributions area to which a continued 7.23 determination applies:

NIL

(4) In this section-

continued 7.23 determination means a 7.23 determination that has been continued in force by the Act, Schedule 4, Part 1, and has not been repealed as provided by that part.

Note. The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. COMPLYING DEVELOPMENT

City of Ryde

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code

The Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code **do not apply** to this Local Government Area.

Housing Code, Low Rise Housing Diversity Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code

Housing Code, Low Rise Housing Diversity Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code **do apply** to this Local Government Area.

Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which complying development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 1** for detail on what codes **may** or **may not** allow complying development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. Despite any statement preventing the carrying out of complying development in the Codes listed in Appendix 1, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

5. EXEMPT DEVELOPMENT

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
- (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code **do apply** to this Local Government Area.

Clause 1.16(1)(b1)–(d) or 1.16A of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which exempt development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 2** for detail on what codes **may** or **may not** allow exempt development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. Despite any statement preventing the carrying out of exempt development in the Codes listed in Appendix 2, exempt development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether Council is aware that-

- (a) an affected building notice is in force in relation to the land, or

NO

- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

NO

- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

NO

(2) In this section:

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

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

7. LAND RESERVED FOR ACQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15

No Environmental Planning Instrument applying to the land provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act.

8. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment.

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS

(1) Whether or not the land or part of the land is within the flood planning area and subject to flood related development controls –NO

(2) Whether or not the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls –NO

(3) In this clause-

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(i) landslip YES.

(ii) bush fire - NO

(iii) tidal inundation - NO

(iv) subsidence - NO

(v) acid sulphate soil YES

(vi) contamination – NO

(vii) aircraft noise – NO

(viii) salinity – NO

(ix) coastal hazards – NO

(x) sea level rise – NO

(xi) any other risk (other than flooding) - NO

Note: The fact that land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.

Adopted policy means a policy adopted by the council, or by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. BUSH FIRE PRONE LAND

Is any part of the land designated as bush fire prone land by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act?

NO

12. LOOSE-FILL ASBESTOS INSULATION

The land does NOT include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

13. MINE SUBSIDENCE

The land is not declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. PAPER SUBDIVISION INFORMATION

- (1) The name of a development plan adopted by a relevant authority that—
- (a) applies to the land, or
 - (b) is proposed to be subject to a ballot. NIL
- (2) The date of a subdivision order that applies to the land. NIL
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

Note: City of Ryde does not hold any paper subdivision within the meaning of this section.

15. PROPERTY VEGETATION PLANS

The land is not subject to an approved property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (that Council has been notified of).

16. BIODIVERSITY STEWARDSHIP SITES

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (that Council has been notified of).

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

17. BIODIVERSITY CERTIFIED LAND

This land is not biodiversity certified land Under Part 8 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if council has been notified of the order).

NO

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

NO

Note. Existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B. Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls,
City of Ryde

revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. WESTERN SYDNEY AEROTROPOLIS

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

NO

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

There are no conditions of development consent granted after 11 October 2007 in relation to the land that are of the kind set out in the *State Environmental Planning Policy (Housing) 2021*, Section 88(2), Chapter 3, Part 5.

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(1) There is no current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, that Council is aware of, in relation to proposed development on the land.

(2) There are no conditions of development consent in relation to the land that are of a kind referred to in *State Environmental Planning Policy (Housing) 2021*, section 21(1) or 40(1), Chapter 2, Part 2, Division 1 or 5.

(3) There are no conditions of development consent in relation to the land that are of a kind referred to in *State Environmental Planning Policy (Affordable Housing) 2009*, clause 17(1) or 38(1).

Note. *Former site compatibility certificate* means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

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

- (a) The land to which this certificate relates IS NOT significantly contaminated land.
- (b) The land to which this certificate relates IS NOT subject to a management order.
- (c) The land to which this certificate relates IS NOT the subject of an approved voluntary management proposal.
- (d) The land to which this certificate relates IS NOT subject to an ongoing maintenance order.
- (e) The land to which this certificate relates IS NOT subject of a site audit statement.

Note. (i) Pursuant to Section 10.7(5) of the *Environmental Planning and Assessment Act 1979*, the City of Ryde may provide advice on additional matters affecting the land of which it may be aware. You are advised that information on either heritage, endangered or adequately conserved bushland, Master Plans or other relevant matters, applies to the land and is available on the s10.7(5) Certificate for the land.

(ii) s10.7(5) Certificates under the *Environmental Planning and Assessment Act 1979*, contain all the information under s10.7(2) and as such, an application and fee for a combined s10.7 certificate must be applied for.

Note: The information in this certificate is current as of the date of the certificate.

A handwritten signature in black ink, appearing to read 'Mel Fyfe', with a stylized flourish at the end.

Mel Fyfe
Executive Officer City Places

Appendix 1 – Complying Development

Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code.

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4) and 1.18(1)(c3) complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i>) (See 1.17A(1)(c))	NO
be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	YES
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO

Housing Code, Low Rise Housing Diversity Code, and Industrial and Business Building Code

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i>) (See 1.17A(1)(c))	NO

be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	YES
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO
1.19 Land on which complying development may not be carried out	
To be complying development specified for the Housing Code, Low Rise Housing Diversity Code, and Industrial and Business Building Code the development must not be carried out on:	
Land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool (See 1.19(1)(a)). However, any complying development under the Industrial and Business Building Code must not be carried out on land within a heritage conservation area or a draft heritage conservation area (See 1.19(5)(a)).	NO
Land that is reserved for a public purpose by an environmental planning instrument (See 1.19(1)(b) and 1.19(5)(b))	NO
Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2 (See 1.19(1)(c) and 1.19(5)(c))	NO
Land that is significantly contaminated land within the meaning of the <i>Contaminated Land Management Act 1997</i> (see 1.19(1)(c1) and 1.19(5)(d))	NO
Land identified by an environmental planning instrument as being: (i) within a buffer area, or (ii) within a river front area, or (iii) within an ecologically sensitive area, or (iv) environmentally sensitive land, or (v) within a protected area. (See 1.19(1)(e) and 1.19(5)(f))	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property

Land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by: (i) a coastline hazard, or (ii) a coastal hazard, or (iii) a coastal erosion hazard. (see 1.19(1)(f) and 1.19(5)(g))	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property
Land in a foreshore area (see 1.19(1)(g) and 1.19(5)(h))	NO
(3A) Development specified in the Low Rise Housing Diversity Code is not complying development under that code if it is carried out on land on which there is a heritage item or a draft heritage item.	NO

Appendix 2 – Exempt Development

If any of the following statements are **YES** in response to the provisions of Clause 1.16(1)(b1)–(d), exempt development **may not** be carried out on land under the Policy.

1.16 (1) (b1)-(d) General requirements for exempt development	
To be exempt development for the purposes of this Policy, the development must not be carried out on land that is:	
a declared area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i> or declared critical habitat under Part 7A of the <i>Fisheries Management Act 1994</i> , and	NO
or is part of, a wilderness area (within the meaning of <i>Wilderness Act 1987</i>), and	NO
or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> , or that is subject to an interim heritage order under that Act, and	NO
described or otherwise identified on a map specified in Schedule 4.	NO

30 April 2024

Infotrack Pty Limited

Reference number: 8003348191

Property address: U 502A/12 Nancarrow Ave Ryde NSW 2112

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

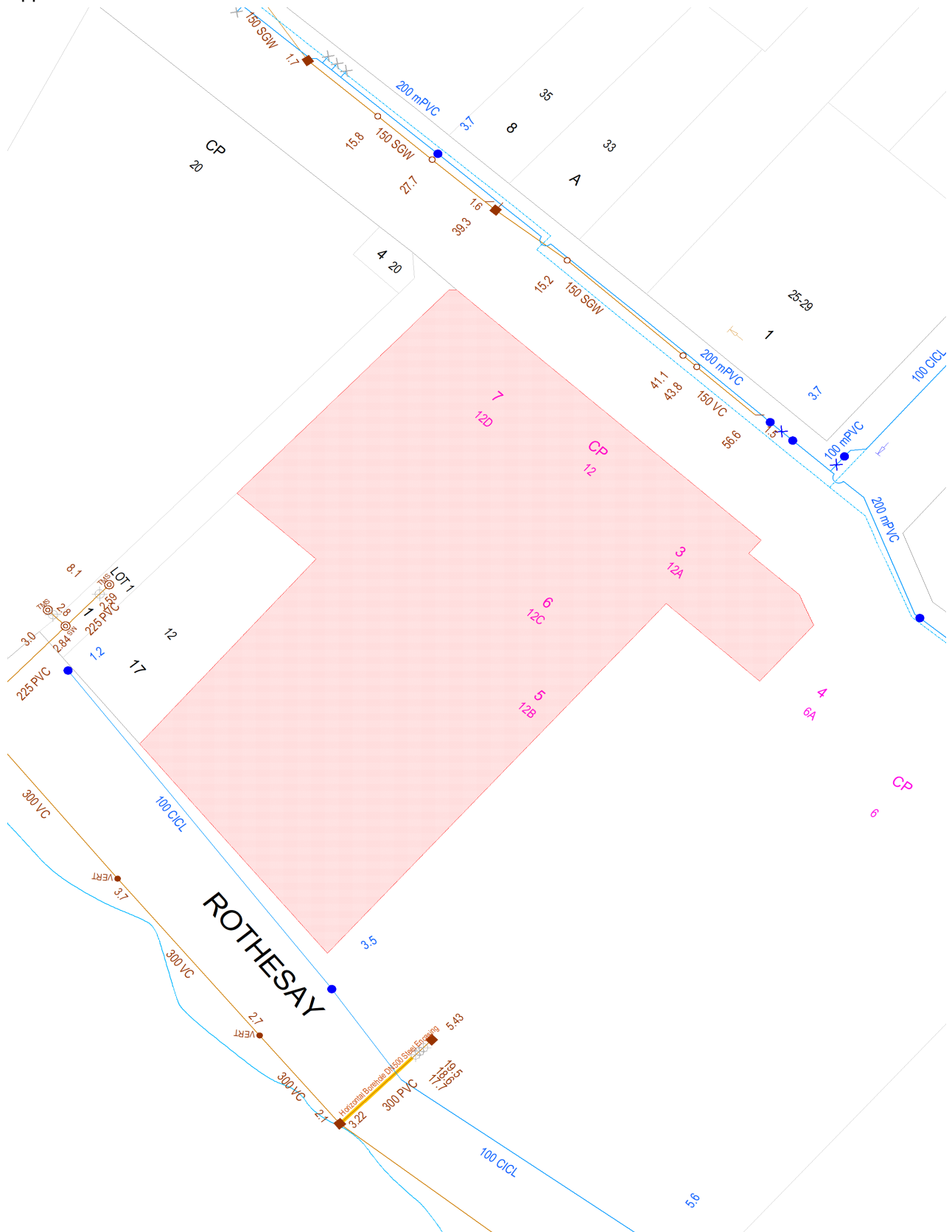
Yours sincerely

A handwritten signature in black ink that reads "J Gray". The signature is fluid and cursive, with the first letter "J" being large and stylized.

Jodie Gray
Manager Customer Accounts

Service Location Print

Application Number: 8003348190



Document generated at 30-04-2024 12:21:10 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.