Req:R285520 /Doc:DP 1161708 P /Rev:21-Jun-2012 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:21 /Seq:37 of 40
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

PLAN FORM 6A WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOTS 199, 200, 202 AND 206 IN DP1103650

Office Use Only

DP1161708

Office Use Only

Registered: 21.10.2011

Subdivision Certificate No.: SC-2011/33 Date of Endorsement: 22.9.2011

Executed on behalf of BOS International (Australia) Limited ABN 23 066 601 250 by its attorney under power of attorney registered book 4604 no. 299 in the presence of:

Witness	Attorney Mark Boulter Manager NSW - Property Finance Category C Attorney	Erryn Lloyd-Jones State Manager NSW - Property Finance Category B Attorney
MICHAEL ZHANG		
Print Name	Print Name	

THE OWNERS - STRATA PLAN No. 75774 Common Seal

Lee Marshall
Strata Manager

Surveyor's Reference: 27000-33820 DP

Req:R285520 /Doc:DP 1161708 P /Rev:21-Jun-2012 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:21 /Seq:38 of 40
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

PLAN FORM 6A WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 11 of 13 sheet(s)

PLAN OF SUBDIVISION OF LOTS 199, 200, 202 AND 206 IN DP1103650

Office Use Only

DP1161708

Office Use Only

Registered: 21.10.2011

Subdivision Certificate No.: SC-2011/33 Date of Endorsement: 22.9.2011

Signed by me Stuart James McCowan as delegate of Landcom and I hereby certify that I have no notice of revocation of such delegation.

Signed for and on behalf of
COMMONWEALTH BANK
OF AUSTRALIA ACN 123 123 124 by
Tariq Ressas
As duly appointed attorney under
Power of Attorney Book 4508 Number 494
Dated 9 July 2008 who by executing
this deed confirms that there has been no
notice received of revocation of the Attorney
in the presence of

Signature of Witness Signed

Martin Mood

Name of Witness

Level 22, 201 Sussex St
Sydney NSW 2000

Surveyor's Reference: 27000-33820 DP

Req:R285520 /Doc:DP 1161708 P /Rev:21-Jun-2012 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:21 /Seq:39 of 40
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

PLAN FORM 6A WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 12 of 13 sheet(s)

PLAN OF SUBDIVISION OF LOTS 199, 200, 202 AND 206 IN DP1103650

Office Use Only

DP1161708

Office Use Only

Registered: 21.10.2011

Subdivision Certificate No.: SC-2011/33 Date of Endorsement: 22.9.2011

EXECUTED for and on behalf of)
AUSGRID by)
)
KATHERINE MARGARET GUNTON)
its duly constituted Attorney)
pursuant to Power of Attorney)
registered Book 4528 No. 401 in the) ..... K. [signature]
presence of:) Attorney
)
)
.....)
Witness)

Surveyor's Reference: 27000-33820 DP

Req:R285520 /Doc:DP 1161708 P /Rev:21-Jun-2012 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:21 /Seq:40 of 40
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

PLAN FORM 6A WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 13 of 13 sheet(s)

PLAN OF SUBDIVISION OF LOTS 199, 200, 202 AND 206 IN DP1103650

Office Use Only

DP1161708

Office Use Only

Registered: 21.10.2011

Subdivision Certificate No.: SC-2011/33 Date of Endorsement: 22.9.2011

Signed for **Sydney Water Corporation**
by its Attorneys

MARK ROWLEY
ROBERT EDWARD SEYMOUR

who hereby state at the time of executing this instrument have no notice of the revocation of Book 4541 under the Authority of which this instrument has been executed the Power of Attorney Registered No. 606

M Rowley
Attorney

Attorney

Signature of Witness

NGA BUI
Name of Witness

1 SMITH STREET
PARRAMATTA
Address of Witness

Surveyor's Reference: 27000-33820 DP

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:1 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Lodger Details

Lodger Code	506562H
Name	STRATA SPECIALIST LAWYERS
Address	PO BOX 515 ROSE BAY 2029
Lodger Box	1W
Email	COLINCUNIO@STRATASPECIALISTLAWYERS.COM.AU
Reference	4376

Land Registry Document Identification

AT316802

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/SP97305	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP97305

Other legal entity

Meeting Date

20/04/2023

Amended by-law No.	
Details	N/A
Repealed by-law No.	
Details	N/A
Added by-law No.	
Details	31

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

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. SP97305
Signer Name	RONEN HOWARD
Signer Organisation	COLIN CUNIO SOLICITORS PTY. LTD.
Signer Role	PRACTITIONER CERTIFIER
Execution Date	02/08/2023

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:2 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

STRATA | SPECIALIST | LAWYERS

THE OWNERS – STRATA PLAN NO 97305

CONSOLIDATED BY-LAWS

Table of Contents

ABOUT THE BY-LAWS 7
1.1 PURPOSE OF THE BY-LAWS 7
1.2 WHO MUST COMPLY WITH THE BY-LAWS? 7
PART 1 - GENERAL BY-LAWS 8
2 STRATA MANAGEMENT STATEMENT 8
2.1 PURPOSE 8
2.2 WHO MUST COMPLY WITH THE STRATA MANAGEMENT STATEMENT? 8
2.3 COPIES OF THE STRATA MANAGEMENT STATEMENT 8
2.4 BUILDING MANAGEMENT COMMITTEE 8
2.5 APPOINTING A REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE 8
2.6 CONSENTS UNDER THE STRATA MANAGEMENT STATEMENT 8
2.7 INCONSISTENCIES BETWEEN THE BY-LAWS AND THE STRATA MANAGEMENT STATEMENT 9
3 ABOUT DISCOVERY POINT AND THE CO-OPERATIVE 9
3.1 UMBRELLA ORGANISATION 9
3.2 PRECINCTS 9
3.3 THE CO-OPERATIVE 9
3.4 OWNERS CORPORATION MUST BE A MEMBER 9
3.5 OTHER MEMBERS OF THE CO-OPERATIVE 9
3.6 SUMMARY OF CO-OPERATIVE MANAGEMENT STRUCTURE 9
3.7 CO-OPERATIVE RULES - INCONSISTENCY 10
3.8 OWNERS CORPORATION TO COMPLY WITH CO-OPERATIVE RULES 10
4 YOUR BEHAVIOUR AND RESPONSIBILITY FOR OTHERS 10

This is page 1 of a total of 50 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 97305 was affixed on the 9TH **day of** JUNE **2023 in the presence of:**

Authority: STRATA MANAGER

Signature: .....

Name: MICHAEL PRICE

OWNERS - STRATA PLAN 97305 Common Seal

Being the persons authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:3 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

4.1 What are your general obligations? 10
4.2 No parking on Common Property 10
4.3 Visitor and disabled parking spaces 10
4.4 Not used 11
4.5 Erecting signs 11
4.6 Fire control 11
4.7 Complying with the law 11
4.8 You are responsible for others 11
4.9 Requirements if you lease your Apartment 11
4.10 Your responsibility 12
5 What are your obligations for your Apartment? 12
5.1 General obligations 12
5.2 Architectural Code 12
5.3 Some examples of when you will need consent under the Architectural Code 12
5.4 When will you need consent from the Owners Corporation? 13
5.5 The Balcony of your Apartment 13
5.6 Window treatments 13
5.7 Window coverings 13
5.8 Sun shades 14
5.9 Cleaning windows 14
5.10 Rights of the Owners Corporation to clean windows 14
5.11 Drying your laundry 14
5.12 Security devices, screens and doors 14
5.13 Barbecues 14
5.14 Storage 14
5.15 Rights of the Owners Corporation to enter your Apartment 14
5.16 Rights of the Building Management Committee to enter your Apartment 15
5.17 Compliance with Planning and other requirements 15
6 Keeping an animal 15
6.1 What animals may you keep? 15
6.2 Dogs 15
6.3 Controlling your animal 16
6.4 Restraining your animal 16
6.5 Conditions for keeping an animal 16
6.6 Orders to remove your animal 16
6.7 Responsibility for animal 16
6.8 Notice by Owners Corporation 17
6.9 Non-compliance with notice 17
6.10 Your visitors 17
7 Moving in and making deliveries 17

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:4 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

7.1 Moving in 17
7.2 What are your obligations? 17
7.3 Role of the Caretaker 18
7.4 Moving into or out of Icon 18
8 Garbage disposal 18
8.1 Making rules 18
8.2 Requirements for Apartments 18
8.3 Depositing garbage 18
8.4 General obligations relating to garbage disposal 18
8.5 Use of garbage chutes 19
8.6 Owners Corporation to maintain garbage disposal equipment 19
8.7 Waste Facility 20
9 Floor coverings and Balcony 20
9.1 Floors generally 20
9.2 Changing floor coverings 20
9.3 Report 20
9.4 Removal of floor covering 21
9.5 The Balcony of your Apartment 21
9.6 Condition 77 of the Icon Development Approval 21
10 Requirements for carrying out works 21
10.1 When will you need consent from the Owners Corporation to carry out works to Common Property associated with your Lot? 21
10.2 When will you need consent from the Building Management Committee to carry out works? 22
10.3 Procedures when you carry out Cosmetic Works 22
10.4 Procedures before you carry out Minor Renovations or Building Works 22
10.5 Procedures when you carry out Minor Renovations or Building Works 23
10.6 Release and indemnity 23
10.7 Owners corporation power of delegation 23
11 Agreement with Third Parties 23
11.1 Purpose of the caretaker agreement 23
11.2 Delegation of functions 23
11.3 Terms of a caretaker agreement 24
11.4 What provisions must be included in an agreement? 24
11.5 Duties of the Caretaker 24
11.6 Agreements under the Strata Management Statement 25
11.7 Recycled Water and Sewerage Service 25
11.8 Authority to collect and use consumption data 25
11.9 Embedded network 25
11.10 Insurance Deed 26
12 Services provided by the Owners Corporation 27
12.1 Power to supply services 27

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:5 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

12.2 Agreements with third parties 27
12.3 Agreements with Owners and Occupiers 27
13 Licences 27
13.1 Powers of the Owners Corporation 27
13.2 What provisions may a licence include? 27
14 Common Property, Shared Facilities and Co-operative Property 28
14.1 Common Property and Shared Facilities 28
14.2 Easements 28
14.3 What are your obligations? 28
14.4 When will you need consent from the Owners Corporation? 29
14.5 Cleaning of graffiti 29
14.6 Agreement with Council to enforce parking requirements 29
14.7 Flood evacuation plan 29
15 Insurance premiums 29
15.1 Consent from the Owners Corporation 29
15.2 Payments for increased premiums 29
15.3 Requirements under the Strata Management Statement 30
15.4 Excess under Insurance Policy 30
16 Security at Icon 30
16.1 Strata Management Statement and restrictions on the rights of the Owners Corporation 30
16.2 Rights of Owners Corporation in relation to security -for Common Property the subject of Easements 30
16.3 Obligations of the Owners Corporation 30
16.4 Installation of security equipment 30
16.5 Restricting access to Common Property 30
16.6 Providing Owners and Occupiers with Security Keys 31
16.7 Managing the Security Key system for Common Property 31
16.8 What are your obligations? 31
16.9 Closing doors 31
16.10 Procedures if you lease your Apartment 32
16.11 Some prohibitions 32
17 Common Property 32
17.1 Community Room 32
17.2 Pool plant and gym 32
18 Green Star 32
19 Sydney Trains 33
PART 2 – COMMON PROPERTY RIGHTS BY-LAWS 34
20 Common Property Rights By-Laws 34
20.1 Purpose of the Common Property Rights By-Laws 34
20.2 Interpreting this by-law 34
20.3 How to change a Common Property Rights By-Law 34

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:6 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

20.4 Occupiers may exercise rights 34
20.5 Regular accounts for your costs 34
20.6 Repairing damage 34
20.7 Indemnities 35
20.8 Additional insurances 35
21 Inter-Tenancy Walls 35
21.1 When may you alter or remove an Inter-Tenancy Wall? 35
21.2 What consents are necessary? 35
21.3 What are the conditions for carrying out the work? 35
21.4 Common Property Rights 36
22 Exclusive use of Airconditioning Plant and Equipment 36
22.1 Common Property Rights By-Law 36
22.2 Exclusive use and special privilege rights 36
22.3 Interpreting this by-law 36
22.4 Obligations of the Owners Corporation 36
22.5 What are your obligations? 36
22.6 Restrictions 37
22.7 Paying for costs under this Common Property Rights By-Law 37
23 Centralised air conditioning 37
23.1 Common Property Rights By-law 37
23.2 Central Air Conditioning 37
24 Sewerage Service 38
24.1 Common Property Rights By-law 38
24.2 Sewerage Reticulation System 39
25 Water heating 39
25.1 Common Property Rights By-law 39
25.2 Central Water Heater and Hot Water System 39
PART 3 – OTHER MATTERS 41
26 Rules 41
26.1 Powers of the Owners Corporation 41
26.2 Changing Rules 41
26.3 What are your obligations? 41
26.4 What if a Rule is inconsistent with the by-laws? 41
26.5 What if a rule is inconsistent with the Strata Management Statement? 41
26.6 What if a rule is inconsistent with the Co-operative Rules? 41
26.7 What if a rule is inconsistent with the Easements? 41
27 How are consents given? 41
27.1 Who may give consent? 41
27.2 Conditions 42
27.3 Can consent be revoked? 42

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:7 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

28 FAILURE TO COMPLY WITH BY-LAWS 42
28.1 BREACH NOTICE 42
28.2 WHAT CAN THE OWNERS CORPORATION DO? 42
28.3 PROCEDURES 42
28.4 RECOVERING MONEY 42
29 APPLICATIONS AND COMPLAINTS 42
30 INTERPRETATION 43
30.1 DEFINITIONS 43
30.2 REFERENCES TO CERTAIN TERMS 47
30.3 HEADINGS 48
30.4 SEVERABILITY 48
30.5 REMEDIES CUMULATIVE 48
31 CAR SPACE (PASSED 20 APRIL 2023) 48
ANNEXURE A – PRECINCT PLAN 50

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:8 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

About the by-laws

1.1 Purpose of the by-laws

These by-laws are divided into the following parts:

(a) Part 1 - General By-Laws;

(b) Part 2 - Common Property Rights By-Laws; and

(c) Part 3 - Other matters.

These by-laws are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.

1.2 Who must comply with the by-laws?

You and the Owners Corporation must comply with the by-laws.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:9 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

PART 1 - GENERAL BY-LAWS

2 Strata Management Statement

2.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting Icon and the various components of the North Precinct. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

(a) requirements for the use and operation of Shared Facilities including accessways, bicycle parking and the carwash bay in the carpark for Icon; and

(b) the apportionment of costs for Shared Facilities; and

(c) architectural standards and controls, which are generally contained in the Architectural Code in the Strata Management Statement; and

(d) insurance requirements for you and the Owners Corporation.

2.2 Who must comply with the Strata Management Statement?

You and the Owners Corporation must comply with the Strata Management Statement.

2.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

2.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting Icon and other components of the North Precinct. The Owners Corporation is a member of the Building Management Committee.

2.5 Appointing a Representative and Substitute Representative

The Strata Committee may:

(a) appoint a Representative and Substitute Representative for the Owners Corporation from one or more of the members of the Strata Committee; and

(b) terminate the appointment of a Representative or Substitute Representative at any time.

2.6 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:10 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

2.7 Inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

3 About Discovery Point and the Co-operative

3.1 Umbrella organisation

Discovery Point Co-Operative Limited is a trading co-operative under the Co-Operatives National Law (NSW) (CNL) which is an umbrella organisation for Discovery Point.

3.2 Precincts

Discovery Point has a number of separate precincts. Most precincts comprise a mixture of strata schemes and may contain stratum lots. See the Precinct Plan.

3.3 The Co-operative

The role of the Co-operative is to manage the facilities and services in Discovery Point which it owns or has the right to use or otherwise on behalf of its members. For example internal roads, open space areas, recycled water facility and recreational facilities.

3.4 Owners Corporation must be a member

(a) The Owners Corporation has the power to become a member of the Co-operative.

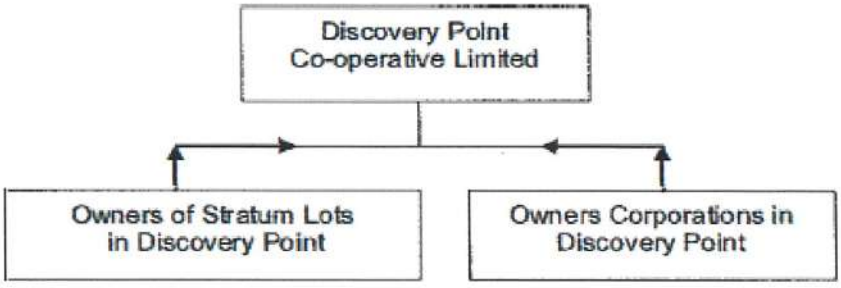
(b) The Owners Corporation must apply for and become and remain a member of the Co-operative. The procedures for applying are in the Co-operative Rules.

3.5 Other members of the Co-operative

The other members of the Co-operative are the owners corporations and stratum lot owners in Discovery Point.

3.6 Summary of Co-operative management structure

In summary, the management structure for the Co-operative looks like this:



Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:11 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

3.7 Co-operative Rules - inconsistency

The Co-operative Rules contain the rights and obligations of its members. If there is an inconsistency between the Co-operative Rules and the by-laws:

(a) the Co-operative Rules prevail to the extent of any inconsistency; and

(b) the Owners Corporation must amend the inconsistent by-law to make it consistent with the Co-operative Rules.

3.8 Owners Corporation to comply with Co-operative Rules

The Owners Corporation must comply with the Co-operative Rules and the directions of the Co-operative, including but not limited to the obligations to contribute to the administrative fund and sinking fund of the Co-operative.

4 Your behaviour and responsibility for others

4.1 What are your general obligations?

You must not:

(a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or

(b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or

(c) smoke cigarettes, cigars or pipes while you are on Common Property or Balconies or allow smoke from them to enter Common Property or another Lot; or

(d) obstruct the legal use of Common Property by any person; or

(e) do anything in Icon which is illegal; or

(f) do anything which might damage the good reputation of the Owners Corporation or Icon; or

(g) make changes to the Common Property otherwise than in accordance with the Architectural Code and these by-laws.

4.2 No parking on Common Property

Subject to the Strata Management Statement and your rights under an Easement, you must not park or stand a vehicle on Common Property.

4.3 Visitor and disabled parking spaces

You acknowledge that:

(a) there are no designed visitor car parking spaces or designated disabled parking spaces within Icon; and

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:12 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) there are public car parking spaces and disabled parking spaces within Discovery Point.

4.4 Not used

4.5 Erecting signs

The Architectural Code sets out the rules and requirements in connection with signage in Icon. You must comply with the Architectural Code.

4.6 Fire control

Your obligations regarding fire control and keeping flammable materials in your Apartment are in the Strata Management Statement.

4.7 Complying with the law

You must comply on time and at your cost with all laws relating to:

(a) your Apartment; and

(b) the use of your Apartment; and

(c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

The things with which you must comply include planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies and the Easements.

4.8 You are responsible for others

You must:

(a) take all reasonable actions to ensure your visitors comply with the by-laws, the Strata Management Statement and the Co-operative Rules; and

(b) make your visitors leave Icon if they do not comply with the by-laws, the Strata Management Statement or the Co-operative Rules; and

(c) take reasonable care about who you invite into Icon or Discovery Point; and

(d) accompany your visitors at all times, except when they are entering or leaving Icon or Discovery Point.

You must not allow another person to do anything which you cannot do under the by-laws, the Strata Management Statement or the Co-operative Rules.

4.9 Requirements if you lease your Apartment

If you lease your Apartment, you must:

(a) provide your tenant or licensee with an up-to-date copy of the by-laws, the Strata Management Statement and the Co-operative Rules; and

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:13 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) ensure that your tenant or licensee and their visitors comply with the by-laws, the Strata Management Statement and the Co-operative Rules; and

(c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Icon.

4.10 Your responsibility

You are responsible for any damage caused to the Common Property or to an Owner which is caused by your visitors or tenants.

5 What are your obligations for your Apartment?

5.1 General obligations

You must:

(a) keep your Apartment clean and tidy and in good repair and condition; and

(b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws, the Strata Management Statement or the Co-operative Rules which service your Apartment (whether or not you made the installation or alteration); and

(c) seek approval from the Owners Corporation if you wish to change the existing use of your Apartment; and

(d) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and

(e) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums.

5.2 Architectural Code

The Architectural Code for Icon is in the Strata Management Statement. It applies to your Apartment and to Icon generally. You must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before you carry out any works in your Apartment. Your obligations under the Architectural Code apply in addition to your obligations under the by-laws.

5.3 Some examples of when you will need consent under the Architectural Code

You must have consent from the Building Management Committee under the Architectural Code if you propose to:

(a) carry out Building Works which will affect Shared Facilities or the external appearance of Icon; or

(b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or Icon; or

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:14 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) install an intruder 'alarm with an audible signal.

This is not a definitive list of when you will need to obtain consent from the Building Management Committee. Contact the Strata Manager if you want to confirm whether or not you will need consent.

5.4 When will you need consent from the Owners Corporation?

Subject to the by-laws, the Strata Management Statement and the Co-operative Rules, you must have consent from the Owners Corporation to:

(a) carry out Building Works; or

(b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of Icon; or

(c) attach or hang an aerial or wires outside your Apartment or Icon.

5.5 The Balcony of your Apartment

(a) Keeping outdoor furniture, landscaping, lighting and other items on the Balcony of your Apartment is regulated by the Architectural Code.

(b) You must not paint the walls or ceiling of a Balcony (this does not apply to a wintergarden).

(c) You must not use the Balcony of your Apartment for clothes drying areas, storage of household goods or air conditioning units if such uses would be visible from the public domain areas of Discovery Point.

5.6 Window treatments

Under the Architectural Code, you must have consent from the Building Management Committee to place solar film or similar treatments on the internal or external surfaces of glass balustrades, windows and doors in your Apartment.

5.7 Window coverings

Under the Architectural Code:

(a) you may install curtains, blinds, louvres, shutters or other window and door treatments on or in your Apartment provided they have an appearance from outside the Apartment which is white or off-white; and

(b) you must have consent from the Building Management Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in by-law 5.7(a).

The Owners Corporation may adopt policies and guidelines from time to time for changing window coverings which must be adhered to by Owners and Occupiers who seek to change window coverings.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:15 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

5.8 Sun shades

Under the Architectural Code, you must have consent from the Building Management Committee to install a sun shade, sun blind, awning or other sun shading device in your Apartment (including your Balcony) or on Common Property.

5.9 Cleaning windows

Subject to by-law 5.10 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

5.10 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Icon. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 5.9 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

5.11 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Apartment or in an area that is visible from outside your Apartment.

5.12 Security devices, screens and doors

The installation of security devices, security screens and security doors is regulated under the Architectural Code and building regulations. You must obtain all necessary consents under the Architectural Code before you install a security device, screen or door.

5.13 Barbecues

Your rights and obligations when you operate barbecues in your Apartment are in the Architectural Code.

5.14 Storage

You must not store anything which is flammable, toxic, combustible, volatile, dangerous or other items prohibited by law in that part of your Apartment (including animals) comprising a storage unit or a car space in the basement carpark.

5.15 Rights of the Owners Corporation to enter your Apartment

In addition to its rights under by-law 28 ("Failure to comply with by-laws"), the Owners Corporation and contractors engaged by the Owners Corporation have the right to enter your Apartment to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation and its contractors must comply when it exercises this right are in the Management Act.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:16 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

5.16 Rights of the Building Management Committee to enter your Apartment

The Owners Corporation authorises the Building Management Committee and contractors engaged by the Building Management Committee to exercise the Owners Corporation's right to enter your Apartment to operate, inspect, test, use, maintain, repair or replace those items of Common Property in your Apartment (or which are accessible through your Apartment) which are Shared Facilities. The procedures with which the Building Management Committee and its contractors must comply when it exercises this right are in the Strata Management Statement.

5.17 Compliance with Planning and other requirements

The Owner or Occupier of a Lot must ensure that:

(a) the Lot is not used for any purpose that is prohibited by law;

(b) the Lot is not occupied by more than two adults for each bedroom in the Lot;

(c) no bedroom in the Lot contains more than two beds (excluding children's beds and cots);

(d) the total number of adults occupying a Lot does not exceed twice the number of approved bedrooms;

(e) all leases or subleases of any Lot or part lot must be subject to a residential tenancy agreement and for a term of at least three months; and

(f) the Lot is not used for the purposes of short term or holiday letting.

6 Keeping an animal

6.1 What animals may you keep?

Subject to this by law 7, you may keep:

(a) goldfish or other similar fish in a small to medium size indoor aquarium;

(b) a reasonable number of canaries, budgerigars or similar birds kept indoors at all times;

(c) up to two domestic cats or up to two small or medium size dogs (weighing up to a maximum of 15 kilograms each) or one domestic cat and one small or medium dog (weighing up to a maximum of 15 kilograms); and

(d) 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 you needs the dog or other animal because of a medically certified disability, including a visual or hearing disability.

You must obtain the prior consent of the Strata Committee to keep any other animal.

6.2 Dogs

Except in exceptional circumstances (having regard to the species of dog, your experience in caring for similar dogs, the suitability of the dog for living in ICON, and any other factor the

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:17 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Owners Corporation considers relevant). The Strata Committee will not give you consent to keep:

(a) a large size dog;

(b) a dog that is vicious, aggressive, noisy or difficult to control;

(c) a dog that is not registered under the *Companion Animals Act 1998 (NSW)*; or

(d) a dangerous or nuisance dog under the *Companion Animals Act 1998 (NSW)*.

6.3 Controlling your animal

Subject to by law 7.4 ("Restraining your animal"), if you keep an animal under these by laws you must ensure that the animal does not wander onto:

(a) another Apartment;

(b) Common Property; or

(c) any part of the North Precinct or Discovery Point.

6.4 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of the North Precinct or Discovery Point (eg to transport it out of the North Precinct or Discovery Point), you must restrain it (eg by leash or pet cage) and control it at all times.

6.5 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal.

6.6 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

(a) you do not comply with by-laws 6.1, 6.2 or 6.3;

(b) it becomes offensive, vicious, aggressive, noisy or a nuisance;

(c) you breach a condition made by the Owners Corporation when it gave you consent to keep the animal;

(d) your dog is a dangerous or nuisance dog under the *Companion Animals Act 1998 (NSW)*; or

(e) your dog is not registered under the *Companion Animals Act 1998 (NSW)*.

6.7 Responsibility for animal

You are responsible to other Owners and Occupiers and people using Common Property or other parts of the North Precinct or Discovery Point for:

(a) any noise your animal makes which causes unreasonable disturbance; and

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:18 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) damage to or loss of property or injury to any person caused by your animal; and

(c) cleaning up after your animal.

6.8 Notice by Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice if your animal continues to defecate on:

(a) another Apartment;

(b) Common Property;

(c) any other part of the North Precinct or Discovery Point,

after a warning has been given to you by the Owners Corporation.

6.9 Non-compliance with notice

In addition to its powers under the Management Act, the Owners Corporation has the power to order you to remove your animal from Icon, North Precinct or Discovery Point if you fail to comply with the notice.

6.10 Your visitors

You must not allow a visitor to bring an animal into Icon, the North Precinct or Discovery Point unless:

(a) the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability; or

(b) it is a type of animal permitted according to by-law 6.1 ("What animals may you keep?") and the animal is kept under your control and supervision.

7 Moving in and making deliveries

7.1 Moving in

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of Icon or move large articles (eg furniture) through Common Property.

7.2 What are your obligations?

When you take deliveries or move furniture or goods through Icon, you must:

(a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift; and

(b) repair any damage you (or the person making the delivery) cause to Common Property; and

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:19 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

7.3 Role of the Caretaker

The Owners Corporation may appoint the Caretaker to assist it to perform its functions under this by-law 7. If this happens, you must:

(a) make arrangements with the Caretaker when you move in or out of Icon; and

(b) comply with the reasonable requirements of the Caretaker when you take deliveries or move furniture or goods through Icon.

7.4 Moving into or out of Icon

Under the Strata Management Statement, when you move into or out of Icon, you must do so from the loading areas in Brodie Sparke Drive, Spark Lane or as otherwise directed by the Caretaker.

8 Garbage disposal

8.1 Making rules

The Owners Corporation may make Rules under by-law 26 ("Rules") about the storage and removal of garbage from Icon.

8.2 Requirements for Apartments

You must dispose of your garbage and recyclable materials in accordance with this by-law 8.

8.3 Depositing garbage

Subject to these by-laws, you must not deposit or leave garbage or recyclable materials:

(a) on Common Property; or

(b) in an area of your Lot which is visible from outside your Lot.

You must immediately remove any rubbish you spill on Common Property and clean that part of Common Property.

8.4 General obligations relating to garbage disposal

You must:

(a) place your household garbage in the garbage chute in the Garbage Room designated by the Owners Corporation for that purpose; and

(b) clean any soiled areas in taking garbage to the Garbage Room;

(c) drain and securely wrap your household garbage before you place it in the Common Property garbage chute room and Garbage Room; and

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:20 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(d) leave your other garbage and recyclable materials in the area or receptacle in the Garbage Room designated by the Owners Corporation for that purpose; and

(e) recycle your garbage according to instructions from the Owners Corporation and Council; and

(f) drain and clean bottles, and make sure they are not broken, before you place them in the Common Property garbage chute room and Garbage Room; and

(g) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

8.5 Use of garbage chutes

You must not:

(a) put bottles or glass in a garbage chute; or

(b) put liquids in a garbage chute; or

(c) put items that weigh more than 2.5 kilograms in a garbage chute; or

(d) put anything (eg boxes or large items) in a garbage chute that might block it.

8.6 Owners Corporation to maintain garbage disposal equipment

The Owners Corporation must:

(a) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers; and

(b) operate, maintain, repair and, where necessary replace, the Common Property garbage chutes and garbage chute equipment servicing Icon (including mechanical equipment located in the garbage chute rooms); and

(c) maintain, clean and repair the garbage chute rooms servicing Icon; and

(d) regularly remove filled receptacles from the garbage chute rooms and replace them with empty receptacles; and

(e) move filled receptacles from the garbage chute rooms to the Garbage Room; and

(f) move recyclable materials from the Common Property garbage chute rooms to the Garbage Room; and

(g) regularly clean, maintain, repair and, where necessary, replace the Garbage Room and the garbage and recycling receptacles stored in it; and

(h) operate, maintain, repair and, where necessary replace, the garbage compactor located in the Garbage Room (including the mechanical equipment located in the garbage compactor); and

(i) regularly clean and maintain the garbage compactor servicing Icon; and

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:21 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(j) arrange for the removal of garbage and recycling material from the garbage compactor and Gamage Room; and

(k) make available for collection by Council household garbage and recyclable materials placed in the garbage compactor and Garbage Room; and

(l) arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

8.7 Waste Facility

The Owners Corporation must arrange for the garbage to be collected from the Garbage Room and taken to the Waste Facility.

9 Floor coverings and Balcony

9.1 Floors generally

If you are an Owner, you must keep the floors in your Lot covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

9.2 Changing floor coverings

(a) You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Lot which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier. Any newly installed floor covering must have a weighted standardised impact sound pressure level not greater than L'nT,w 45 measured in accordance with AS ISO 140.7 and AS ISO 717.2.

(b) The changing and installation of floor coverings is a Minor Renovation. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such consent provided a report satisfying the requirements of by-law 9.3 ("Report") has been furnished to the Owners Corporation.

(c) By-law 10 ("Requirements for carrying out works") applies to the changing or installation of floor coverings.

(d) If an Owner has consent under this by-law to change flooring coverings within a Lot, that Owner has the special privilege to affix tiles or replacement flooring to the floor areas of a Lot (other than kitchen, eating areas, laundry, lavatory, bathroom or entry areas) so long as the Owner complies with this by-law and by-law 10 ("Requirements for carrying out works").

(e) The Owner acknowledges that the tiles or the replacement flooring which are affixed to the Lot by virtue of the special privilege will form part of the Lot and the Owner will be responsible for the repair and maintenance of floor coverings which are installed following registration of the Strata Plan.

9.3 Report

(a) An application for consent by an Owner under by-law 9.2(b) must include a report from an Acoustic Engineer that analyses the proposed floor finish, method of

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:22 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

installation and the effect on sound transmission in accordance with the Building Code of Australia, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 9.1 ("Floors generally") and will comply with by-law 9.2(a).

(b) Following the installation of a floor finish, to demonstrate compliance with this by-law, an Owner must, within 14 days of the installation of the new floor finish, provide the Owners Corporation with a certificate from an Acoustic Engineer. The certificate must state that the Acoustic Engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in the report required under by-law 9.2 ("Changing floor coverings").

9.4 Removal of floor covering

In the event that the Owner does not provide evidence that the new floor finish complies with by-law 9.2 ("Changing floor coverings"), the floor finish must be removed and replaced with a floor finish that complies with this by-law 9.

9.5 The Balcony of your Apartment

(a) You must not use the Balcony of your Apartment for clothes drying areas, storage of household goods or air conditioning units if such uses would be visible from the public domain areas of Discovery Point.

(b) You must not use gas heaters on the Balcony of your Apartment.

9.6 Condition 77 of the Icon Development Approval

This by-law 9 includes by-laws required to be registered and maintained for Icon in accordance with condition 77 of the Icon Development Approval.

10 Requirements for carrying out works

10.1 When will you need consent from the Owners Corporation to carry out works to Common Property associated with your Lot?

(a) You do not need the consent of the Owners Corporation to carry out Cosmetic Works affecting Common Property in connection with your Lot.

(b) You must have the consent of the Owners Corporation to carry out any Minor Renovations or Buildings Works affecting Common Property.

(c) The Owners Corporation cannot unreasonably withhold consent under by-law 10.1(b) to the carrying out of Minor Renovations affecting Common Property in connection with your Lot, provided that you have complied with the requirements in this by-law 10 including the requirements to give the notice under by-law 10.4(e).

(d) If the Minor Renovation involves changing flooring covering, the provisions of by-law 9 apply in addition to this by-law 10.

(e) The Owners Corporation may only give consent to the carrying out of Building Works affecting Common Property if a special resolution has first been passed by the Owners

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:23 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Corporation that specifically authorises you to carry out those Building Works unless you have the special privilege to do so under a Common Property Rights By-Law.

10.2 When will you need consent from the Building Management Committee to carry out works?

You must have consent from the Strata Committee to carry out any works (regardless of whether they are Minor Renovations or Building Works):

(a) which affect (or may affect) Shared Facilities; or

(b) which affect or change the external appearance of Discovery Point or are not in conformity with the Architectural Code.

10.3 Procedures when you carry out Cosmetic Works

If you carry out Cosmetic Works to Common Property in connection with your Lot, you must:

(a) carry out the Cosmetic Works in a competent and proper manner; and

(b) repair any damage you (or persons carrying out the Cosmetic Works for you) cause to any part of the Common Property or the property of another Owner or Occupier and carry out those repairs in a competent and proper manner.

10.4 Procedures before you carry out Minor Renovations or Building Works

Before you carry out any Minor Renovations or Building Works, you must:

(a) obtain necessary consents from the Owners Corporation required under by-law 10.1; and

(b) obtain necessary consents from the Strata Committee as outlined in by-law 10.2; and

(c) obtain any necessary consents from Government Agencies; and

(d) if appropriate, find out where service lines and pipes are located; and

(e) give written notice of the proposed Minor Renovations or the Building Works to the Owners Corporation, including:

(i) details of the work, including copies of any plans;

(ii) duration and times of the work;

(iii) details of the persons carrying out the work, including qualifications to carry out the work (license and insurance details); and

(iv) arrangements to manage any resulting rubbish or debris.

The Owners Corporation may impose reasonable conditions on you in relation to the carrying out of the Minor Renovations or Building Works including the provision of a bond to cover potential damage to Common Property.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:24 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

10.5 Procedures when you carry out Minor Renovations or Building Works

If you carry out Minor Renovations or Building Works, you must:

(a) use qualified, reputable and where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably); and

(b) carry out (and ensure your contractors carry out) the Minor Renovations or Building Works in accordance with any conditions that the Owners Corporation has imposed on the Minor Renovations or Building Works;

(c) carry out (and ensure your contractors carry out) the Minor Renovations or Building Works in a competent and proper manner; and

(d) repair any damage you (or persons carrying out the Minor Renovations or Building Works for you) cause to any part of the Common Property or the property of another Owner or Occupier and carry out those repairs in a competent and proper manner; and

(e) where required by the Development Act at your own cost register a Building Alteration Plan.

10.6 Release and indemnity

You release and indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under this by-law 10.

10.7 Owners corporation power of delegation

(a) The Owners Corporation can delegate its functions under section 110 of the Management Act to approve or consent to the carrying out of Minor Renovations to the Strata Committee.

(b) This is a by-law made under section 111 of the Management Act.

11 Agreement with Third Parties

11.1 Purpose of the caretaker agreement

The Owners Corporation has the power to appoint and enter into agreements with a Caretaker to provide management and operational services for Icon and for the North Precinct generally. The Owners Corporation may exercise its power under this by-law 11 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

11.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Caretaker.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:25 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

11.3 Terms of a caretaker agreement

If the Owners Corporation (in its own right) enters into an agreement with a Caretaker:

(a) the term of the agreement may be for any term permitted by law; and

(b) the remuneration of the Caretaker under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

11.4 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Caretaker must have provisions about:

(a) the rights of the Owners Corporation to terminate the agreement early if the Caretaker does not properly perform its functions or comply with its obligations under the agreement; and

(b) the rights of the Caretaker to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

11.5 Duties of the Caretaker

If permitted by law, the duties of a Caretaker under an agreement with the Owners Corporation (in its own right) may include:

(a) caretaking, supervising and servicing Common Property; and

(b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee); and

(c) supervising the repair, maintenance, renewal or replacement of Common Property; and

(d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and

(e) co-ordinating the carrying out of Building Works; and

(f) managing the Security Key system and providing Security Keys according to the by-laws; and

(g) providing services to the Owners Corporation, Owners and Occupiers; and

(h) supervising employees and contractors of the Owners Corporation; and

(i) supervising Icon generally; and

(j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Icon (other than performing functions of the Co-operative or Building Management Committee).

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:26 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

11.6 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Strata Management Statement.

11.7 Recycled Water and Sewerage Service

The Owners Corporation has the power to enter into an agreement with the operator of the Recycled Water Plant for the supply of recycled water and sewerage service to the Strata Scheme and/or the Common Property.

11.8 Authority to collect and use consumption data

(a) Consumption of various services to the Apartments is individually metered (such as electricity, cold water, hot water, recycled water and air conditioning energy).

(b) Consumption data is monitored and collected (usually remotely) by private and public utility providers.

(c) Each Owner and Occupier authorises and consents to the Owners Corporation, the Strata Manager, the Caretaker and the private and public utility providers (including an Embedded Energy Utilities Operator):

(i) monitoring and collecting consumption data;

(ii) receiving consumption data from any private or public utility provider; and

(iii) using that consumption data for reasonable purposes, including charging Owners or Occupiers for services provided by the Owners Corporation or its contractors.

(d) The Owners Corporation must take reasonable steps to preserve the privacy of each Owner's and Occupier's consumption data.

(e) The Owners Corporation or its contractors and the Caretaker may access a Lot on reasonable notice for the purposes of installing, reading, testing, maintaining, repairing, upgrading or replacing consumption metering equipment.

11.9 Embedded network

(a) The Owners Corporation is authorised to appoint an Embedded Energy Utilities Operator to provide, operate, maintain repair and replace the Embedded Networks to the Strata Scheme.

(b) If the Owners Corporation appoints an Embedded Energy Utilities Operator, the Owners Corporation may grant the Embedded Energy Utilities Operator a licence to use parts of the Common Property reasonably required to provide any of the Embedded Networks to the Strata Scheme.

(c) The Owners Corporation or the Embedded Energy Utilities Operator may make agreements with Owners and Occupiers about paying for services supplied under this

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:27 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

by-law 11.9. Subject to any regulatory requirements or other applicable laws, that agreement can include the following terms as part of its terms of supply:

(i) it may require a bond or security deposit to act as security for payment of charges for services supplied under this by-law 11.9; and

(ii) it may disconnect the service for non-payment of charges or interest.

11.10 Insurance Deed

The Owners Corporation has the power to become a party to a global insurance deed (if required) by the Building Management Committee.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:28 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

12 Services provided by the Owners Corporation

12.1 Power to supply services

The Owners Corporation has the power to supply services to each Lot including, but not limited to, hot and cold water, sewerage, gas, and air conditioning condenser water. Those agreements may be entered into by the Owners Corporation for its own account or as agent for and bind each Owner and Occupier.

12.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

12.3 Agreements with Owners and Occupiers

The Owners Corporation or third parties contemplated under by-law 12.2 may make agreements with Owners and Occupiers about paying for services supplied under this by-law 12.3. Subject to any regulatory requirements or other applicable laws, that agreement can include the following terms as part of its terms of supply:

(i) it may require a bond or security deposit to act as security for payment of charges for services supplied under this by-law 12.3; and

(ii) it may disconnect the service for non-payment of charges or interest.

13 Licences

13.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property (but not Shared Facilities or Co-operative Property). The Owners Corporation may exercise its powers under this by-law 13 only by special resolution at a general meeting.

13.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 13 may include provisions about:

(a) payments under the licence; and

(b) the term of the licence; and

(c) the permitted uses of the licensed areas; and

(d) the maximum number of persons allowed in the licensed area; and

(e) insurances the licensee must effect; and

(f) cleaning and maintaining the licensed area.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:29 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

14 Common Property, Shared Facilities and Co-operative Property

14.1 Common Property and Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

The Owners Corporation may appoint the Co-operative as its agent to perform its functions and exercise its rights under the Easements (apart from those functions which may only be delegated to a licensed managing agent under the Management Act).

14.2 Easements

A number of Easements burden or benefit Common Property or otherwise impose obligations on the Owners Corporation. Various Easements burden or benefit Common Property in respect of Co-operative Property and other land within Discovery Point. In particular, Owners and Occupiers of Icon have the right under the Easements to use the swimming pool and gym which is located in Precinct 1. You and the Owners Corporation:

(a) must comply with your obligations under those Easements, including but not limited to:

  (i) any obligation to pay costs under the Easements; and

  (ii) any obligation on the Owners Corporation to prepare budgets in accordance with any reports prepared by a quantity surveyor or engineer with the appropriate qualifications provided to the Owners Corporation by the Co-operative; and

(b) if you are an Owner or Occupier, you must not do anything which amounts to a breach or non-compliance by the Owners Corporation of its obligations under the Easements; and

(c) must not do anything to prevent the Co-operative and its members and any other benefited parties or authorities from exercising their rights in respect of Common Property or generally under the Easements.

In addition, a number of Easements, restrictions and covenants apply to Co-operative Property. The Owners Corporation must comply with its obligations under those Easements, restrictions and covenants as a member of the Co-operative. Owners and Occupiers must not do anything which amounts to a breach or non-compliance by the Owners Corporation of its obligations under those Easements, covenants and restrictions.

14.3 What are your obligations?

Subject to the by-laws, you must:

(a) use Common Property equipment only for its intended purpose; and

(b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:30 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in Icon or Minor Renovations in Icon on your behalf.

14.4 When will you need consent from the Owners Corporation?

Subject to the by-laws, the Strata Management Statement and the Co-operative Rules, you must have consent from the Owners Corporation to:

(a) interfere with or damage Common Property; or

(b) remove anything from Common Property that belongs to the Owners Corporation; or

(c) interfere with the operation of Common Property equipment.

14.5 Cleaning of graffiti

The Owners Corporation must remove any graffiti from the Common Property façade of Icon which is visible from a public place.

14.6 Agreement with Council to enforce parking requirements

The Owners Corporation may enter into an agreement with Council, or otherwise become a party to an existing agreement, that empowers Council to, amongst other things:

(a) enter Common Property and enforce parking restrictions which apply to the North Precinct or Discovery Point or any part of it (including any restrictions under the Strata Management Statement or the Co-operative Rules); and

(b) subject to the law, impose fines or penalties on Owners, Occupiers and their invitees who do not comply with those parking restrictions.

14.7 Flood evacuation plan

Condition 31(a) of the Icon Development Approval provides that a flood evacuation plan is to be prepared for each stage. The plan is to include warning alarms and evacuation routes. The approved flood evacuation plan is to be updated every five years and copies are to be provided to the Council and the local state emergency service. The Owners Corporation is responsible for compliance with this condition.

15 Insurance premiums

15.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation or the Building Management Committee.

15.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 15, it may make conditions that require you to reimburse the Owners Corporation or the Building Management

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:31 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Committee for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

15.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee or the Co-operative.

15.4 Excess under Insurance Policy

You must reimburse the Owners Corporation for any excess payable by the Owners Corporation under an insurance policy in event of a claim caused by you.

16 Security at Icon

16.1 Strata Management Statement and restrictions on the rights of the Owners Corporation

The Strata Management Statement regulates security and the provision of Security Keys for Icon and the North Precinct generally. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 16 are subject to the Strata Management Statement. In particular, the Owners Corporation must not do anything that would restrict access to Shared Facilities which Owners and Occupiers in the North Precinct are entitled to use under the Strata Management Statement.

16.2 Rights of Owners Corporation in relation to security -for Common Property the subject of Easements

The Owners Corporation cannot lock or secure access to any part of Common Property which is the subject of Easements unless it is entitled to do so under the Easements or the Co-operative Rules. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 16 are subject to the Easements and the Co-operative Rules.

16.3 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into Icon and prevent fires and other hazards.

16.4 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Icon.

16.5 Restricting access to Common Property

Subject to this by-law 16, the Owners Corporation has the power to:

(a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and

(b) restrict by Security Key your access to levels in Icon where you do not own or occupy an Apartment or have access to according to a Common Property Rights By-Law; and

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:32 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) charge you a fee or bond if you request additional or replacement Security Keys; and

(d) allow security personnel employed or contracted by the Owners Corporation, the Building Management Committee, or the Co-operative to use part of Common Property to operate or monitor security of Icon and other parts of Discovery Point.

16.6 Providing Owners and Occupiers with Security Keys

If the Owners Corporation exercises its rights under by-law 16.5 ("Restricting access to Common Property"), it may provide you with a Security Key for the relevant part of Common Property, The obligations of the Building Management Committee to provide Security Keys for Shared Facilities are in the Strata Management Statement.

16.7 Managing the Security Key system for Common Property

The Owners Corporation has the power to:

(a) re-code Security Keys it issues for Common Property; and

(b) require you to promptly return Security Keys it issues to you to the Owners Corporation to be re-coded.

16.8 What are your obligations?

You must comply with your obligations in:

(a) the Strata Management Statement about Security Keys for Shared Facilities; and

(b) the Co-operative Rules in regard to Security Keys for Co-operative Property; and

(c) the Easements in regard to Security Keys for any part of Common Property which is subject to Easements.

In regard to Security Keys issued by the Owners Corporation according to this by-law 16, you must:

(d) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys; and

(e) take all reasonable steps not to lose Security Keys; and

(f) immediately notify the Owners Corporation if you lose a Security Key; and

(g) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier.

16.9 Closing doors

You must take reasonable care to make sure that fire and security doors in Icon are locked or closed when they are not being used.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:33 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

16.10 Procedures if you lease your Apartment

If you lease or licence your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy an Apartment.

16.11 Some prohibitions

You must not:

(a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier; or

(b) interfere with security cameras or surveillance equipment; or

(c) do anything that might prejudice the security or safety of Icon.

17 Common Property

17.1 Community Room

(a) The Community Room is designated a Co-operative Shared Facility under the Strata Management Statement. The Co-operative is responsible for the cost of cleaning, repair and maintenance.

(b) The Owners Corporation delegates to the Co-operative the right to make rules about the use of the Community Room.

17.2 Pool plant and gym

(a) The Pool Plant and Gym are designated Co-operative Shared Facilities under the Strata Management Statement. The Co-operative is responsible for the costs of cleaning, repair and maintenance of these facilities.

(b) The Owners Corporation delegates to the Co-operative the right to make rules about the use of these facilities.

(c) You are directed to the Co-operative Rules for rules relating to use of the Gym.

18 Green Star

(a) The Owners Corporation is committed to maintaining a 5 star Green Star Rating for Icon and has set the following performance targets for the first year of Icon's operation:

(i) Electricity – 50 kWh/m2 of Common Property;

(ii) Gas – 80 MJ per Apartment; and

(iii) Water – 60 kL/m2 of Common Property.

The Owners Corporation will review the above performance targets on an annual basis.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:34 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) The Owners Corporation agrees to notify Owner and Occupiers of the common area electricity and gas and water consumption on a quarterly basis.

(c) You must provide access to the Developer and its contractors as required to facilitate the testing, commissioning and inspections of your Lot in order to achieve and maintain a Green Star Rating for Icon (on reasonable notice).

(d) The Owners Corporation must provide access as required to facilitate the testing, commissioning and inspections of the Common Property in order to achieve and maintain a Green Star Rating for Icon.

19 Sydney Trains

You must not do anything, including but not limited to throwing objects onto the rail corridor, that would impact the operations carried out by Sydney Trains on the neighbouring land.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:35 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

PART 2 – COMMON PROPERTY RIGHTS BY-LAWS

20 Common Property Rights By-Laws

20.1 Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

20.2 Interpreting this by-law

In this by-law 20, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

20.3 How to change a Common Property Rights By-Law

The Owners Corporation may, by special resolution:

(a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and

(b) amend or cancel this by-law 20 only with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law.

20.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

20.5 Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

(a) include those amounts in notices for your administrative fund or sinking fund contributions; and

(b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

20.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when you exercise your rights or comply with your obligations under a Common Property Rights By-Law.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:36 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

20.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

20.8 Additional insurances

In addition to your obligations under by-law 15 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

21 Inter-Tenancy Walls

21.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law 21, you may alter or remove an Inter-Tenancy Wall if:

(a) you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the Owner of the adjoining Apartment; and

(b) it is not a structural wall; and

(c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and

(d) you comply with the procedures in this by-law 21.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

21.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by- law 21.1 ("When may you alter or remove an Inter-Tenancy Wall?"). However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

21.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

(a) carry out the work in the method certified by the structural engineer under by-law 21.1 ("When may you alter or remove an Inter-Tenancy Wall?"); and

(b) if appropriate, comply with the Development Act and lodge any necessary building alteration plan with the Registrar General; and

(c) comply with by-law 10; and

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:37 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(d) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

21.4 Common Property Rights

This by-law is a Common Property Rights By-Law for the purposes of the Management Act.

22 Exclusive use of Airconditioning Plant and Equipment

22.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-laws 20.4 ("Occupiers may exercise rights") to 20.8 ("Additional insurances") apply to this Common Property Rights By-Law.

22.2 Exclusive use and special privilege rights

The Owner of each Apartment has:

(a) exclusive use of the Airconditioning Plant and Equipment which exclusively service their Apartment; and

(b) the special privilege to connect to and use the Airconditioning Plant and Equipment which exclusively service their Apartment and is located on either the balcony, roof or basement of Common Property; and

(c) the special privilege to connect to and use Airconditioning Services necessary to operate the Airconditioning Plant and Equipment which exclusively service their Apartment.

For the avoidance of doubt, the special privilege to connect to the Airconditioning Plant and Equipment and Airconditioning Services applies to the replacement of plant, equipment and services which is required from time to time.

22.3 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owners of each Apartment which has the benefit of this Common Property Rights By-Law.

22.4 Obligations of the Owners Corporation

(a) The Owners Corporation must operate, maintain, repair and, where necessary, replace any parts of the Airconditioning Plant and Equipment which are not for the exclusive use of an Apartment.

22.5 What are your obligations?

You must, at your cost:

(a) operate, maintain, repair and, where necessary, replace Airconditioning Plant and Equipment exclusively servicing your Apartment; and

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:38 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) regularly clean and, where necessary, replace any filters for Airconditioning Plant and Equipment for your Apartment; and

(c) use reputable contractors approved by the Owners Corporation to maintain, repair and replace Airconditioning Plant and Equipment exclusively servicing your Apartment; and

(d) comply with the requirements of Government Agencies about Airconditioning Plant and Equipment and manufacturer's recommendations about the Airconditioning Plant and Equipment for your Apartment; and

(e) maintain and repair any part of the Common Property where your Airconditioning Plant and Equipment (or any part of it) is fitted and installed (excluding structural maintenance and repairs).

22.6 Restrictions

You must not do anything which will (or might) interfere with Common Property or Shared Facility cables, conduits, pipes, wires, ducts or other Common Property services located in your Apartment

22.7 Paying for costs under this Common Property Rights By-Law

You must contribute towards the costs of the Owners Corporation under this Common Property Rights By-Law in shares proportional to the unit entitlement of your Apartment or by any other such means as determined by a resolution of the Owners Corporation.

23 Centralised air conditioning

23.1 Common Property Rights By-law

(a) This is a Common Property Rights By-Law which applies to the Central Air Apartments in Icon. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each of the Central Air Apartments.

(b) By-laws 20.4 ("Occupiers may exercise rights") to 20.8 ("Additional insurances") apply to this Common Property Rights By-Law.

23.2 Central Air Conditioning

(a) Icon has a Central Air Conditioning for cooling the Central Air Apartments in Icon.

(b) Each Owner of the Central Air Apartments has exclusive use of that part of the Central Air Conditioning exclusively servicing its Apartment and the special privilege to draw air conditioning from the Central Air Conditioning so long as the Owner pays to the Owners Corporation its share of the operating costs and usage of the Central Air Conditioning as determined under by-law 23.2(d).

(c) The Owners Corporation pays for the supply of electricity and the operation of the Central Air Conditioning on a monthly basis.

(d) The Strata Committee may determine from time to time the basis upon which the Owners Corporation charges Owners of Central Air Apartments under by-law 23.2(d)

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:39 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

for the operating costs of the Central Air Conditioning supplied to Apartments. Unless the Strata Committee decides otherwise, the Owners Corporation is to charge Owners of the Central Air Apartments on the following basis:

(i) the cost of air conditioning supply is to be apportioned to each Owner of the Central Air Apartments by reference to its proportional consumption of air conditioning;

(ii) the proportion of the cost of air conditioning supply attributable to air conditioning not consumed by Owners (such as air conditioning consumed in the Common Property and general wastage) will not be charged to individual Owners but must be paid out of the administrative fund;

(iii) other costs of the Central Air Conditioning such as maintenance and repair are not included in the charges made to Owners and must be paid out of the administrative fund but form part of the funds recovered by the administrative funds levies; and

(iv) the cost of replacement or upgrade of the Central Air Conditioning is not included in the charges made to Owners but forms part of the funds provided for by sinking fund levies.

(e) Owners of the Central Air Apartments must pay the charges made by the Owners Corporation under this by-law 23 in accordance with the terms set by the Strata Committee from time to time. Interest must be paid on late payment of charges at the same rate as interest on unpaid levies but may be waived by the Strata Committee.

(f) Subject to any regulatory requirements or other applicable laws, the Strata Committee may include the following terms as part of its terms of supply:

(i) it may require a bond or security deposit to act as security for payment of charges under this by-law 23; and

(ii) the Strata Committee may disconnect an Owner's air conditioning supply if charges or interest are not paid within a reasonable time.

(g) The Owners Corporation continues to be responsible for the repair and maintenance of the Central Air Conditioning.

(h) An Owner may request the Owners Corporation to provide an estimate of the charges to the Owner for the operating costs of the Central Air Conditioning supplied to the Owner's Apartment.

Unless otherwise installed at the date of registration of the Strata Plan, Owners may not install their own air conditioning service in their Apartment without the Strata Committee's consent.

24 Sewerage Service

24.1 Common Property Rights By-law

(a) This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:40 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) By-laws 20.4 ("Occupiers may exercise rights") to 20.8 ("Additional insurances") apply to this Common Property Rights By-Law.

24.2 Sewerage Reticulation System

(a) The Owners Corporation provides sewerage services to the Owner and Occupier of each Lot by collecting sewerage through Icon's sewerage reticulation system and delivering that sewerage to a sewer main at the boundary of Icon.

(b) Each Owner has exclusive use of that part of Icon's sewerage reticulation system exclusively servicing its Apartment and the special privilege to deliver sewerage to a sewer main at the boundary of Icon so long as the Owner pays to the Owners Corporation the charges made by the Owners Corporation under this by-law 24.

(c) The Owners Corporation may recover the cost of the supply of sewerage services by charging Owners a sewerage connection charge equal to the charge each Owner would pay if Sydney Water Corporation were to provide sewerage services to that Owner.

(d) Owners must pay the charges made by the Owners Corporation under this by-law 24 in accordance with the terms set by the Strata Committee from time to time. Interest must be paid on late payment of charges at the same rate as interest on unpaid levies but may be waived by the Strata Committee.

(e) This by-law 24 is an agreement for the supply of services between the Owners Corporation and the Owner and Occupier of each Apartment from time to time under section 117 of the Management Act as well as a Common Property Rights By-law.

25 Water heating

25.1 Common Property Rights By-law

(a) This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner.

(b) By-laws 20.4 ("Occupiers may exercise rights") to 20.8 ("Additional insurances") apply to this Common Property Rights By-Law.

25.2 Central Water Heater and Hot Water System

(a) Icon has a central gas fired water heater for heating water in Icon ("**Central Water Heater**") which is part of the hot water system servicing the building ("**Hot Water System**"). The consumption of hot water in each Apartment is individually metered. The Owners Corporation pays for the supply of gas to the Central Water Heater.

(b) Each Owner has exclusive use of that part of the Hot Water System exclusively servicing its Apartment and the special privilege to draw hot water from the Central Water Heater so long as the Owner pays to the Owners Corporation (or if the Embedded Energy Utilities Operator has been appointed then the Embedded Energy Utilities Operator) its share of the gas supply to the Central Water Heater as determined under paragraph (c) of this by-law 25.2.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:41 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) Unless the Strata Committee decides otherwise (or the Owners Corporation or the Owners have entered into an agreement with the Embedded Energy Utilities Operator providing otherwise), the Owners Corporation is to charge Owners on the following basis:

(i) the cost of gas supply is to be apportioned to each Owner by reference to its proportional consumption of hot water;

(ii) the proportion of the cost of gas supply attributable to hot water not consumed by Owners (such as hot water consumed in the Common Property and general wastage) will not be charged to individual Owners but must be paid out of the administrative fund;

(iii) other costs of the water heating service such as maintenance and repair of the Central Water Heater and the Hot Water System are not included in the charges made to Owners and must be paid out of the administrative fund but form part of the funds recovered by the administrative funds levies; and

(iv) the cost of replacement or upgrade of the Central Water Heater and the Hot Water System is not included in the charges made to Owners but forms part of the funds provided for by sinking fund levies.

(d) Owners must pay the charges made by the Owners Corporation (or the Embedded Energy Utilities Operator) under this by-law in accordance with the terms set by the Strata Committee from time to time (or in accordance with agreements entered into by the Owners or the Owners Corporation with the Embedded Energy Utilities Operator from time to time). Unless otherwise specified in the Hot Water Supply Terms (as defined below), interest must be paid on late payment of charges at the same rate as interest on unpaid levies but may be waived by the Strata Committee.

(e) Subject to any regulatory requirements or other applicable laws, the Strata Committee (or may permit the Embedded Energy Utilities Operator) may include the following terms as part of its terms of supply (**Hot Water Supply Terms**):

(i) it may require a bond or security deposit to act as security for payment of charges under this by-law; and

(ii) it may disconnect an Owner's hot water supply if charges or interest are not paid within a reasonable time.

(f) The Owners Corporation continues to be responsible for the repair and maintenance of the Central Water Heater and Hot Water System.

(g) Owners may not install their own water heating service in their Apartment without the Strata Committee's consent.

(h) This by-law is an agreement for the supply of services between the Owners Corporation and the Owner and Occupier of each Apartment from time to time under section 117 of the Management Act and a Common Property Rights By-law.

(i) If the Owners Corporation appoints an Embedded Energy Utilities Operator, the Embedded Energy Utilities Operator may charge Owners directly for the supply of gas

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:42 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

to the Central Water Heater in accordance with the services agreement with the Owners Corporation.

PART 3 – OTHER MATTERS

26 Rules

26.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Icon and, in particular, the use of Common Property.

26.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

26.3 What are your obligations?

You must comply with the Rules.

26.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

26.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

26.6 What if a rule is inconsistent with the Co-operative Rules?

If a Rule is inconsistent with the Co-operative Rules, the Co-operative Rules prevail to the extent of the inconsistency.

26.7 What if a rule is inconsistent with the Easements?

If a Rule is inconsistent with the Easements, the Easements prevail to the extent of the inconsistency.

27 How are consents given?

27.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation or the Strata Committee.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:43 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

27.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

27.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with conditions made by them when they gave you consent or the by-law under which they gave you consent.

28 Failure to comply with by-laws

28.1 Breach Notice

(a) The Owners Corporation can serve a notice on an Owner or Occupier requiring the Owner or Occupier to comply with a specified by-law in accordance with section 146 of the Management Act.

(b) The Owners Corporation can delegate the giving of a notice to the strata managing agent or Strata Committee.

(c) If the Owners Corporation gives a notice under section 146 of the Management Act, the Owners Corporation may apply to the Tribunal for an order under section 147 of the Management Act.

28.2 What can the Owners Corporation do?

The Owners Corporation may do anything on your Apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

28.3 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:

(a) give the Owners Corporation (or persons authorised by it) access to your Apartment according to the notice and at your cost; and

(b) pay the Owners Corporation for its costs for doing the work.

28.4 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

29 Applications and complaints

(a) You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

(b) Communications and notices can be made or sent by email.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:44 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

30 Interpretation

30.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Acoustic Engineer means a qualified acoustic engineer employed by a firm eligible to membership of the Association of Australian Acoustical Consultants.

Airconditioning Plant and Equipment means air handling units and equipment, condensers, fan units, fan coil units, cables, conduits, pipes, wires and ducts which are part of a variable refrigerant volume airconditioning system located on Common Property and which exclusively service an Apartment, including by supplying airconditioning and refrigerant for airconditioning.

Airconditioning Services includes all supply air ducts, plenums, fire dampers and associated support systems.

Apartment means part of a Lot in Icon containing an apartment.

Arc means strata plan no. 89924.

Architectural Code means the architectural code for the North Precinct in the Strata Management Statement.

Balcony means a balcony, a terrace, courtyard or wintergarden in an Apartment.

Building Alteration Plan is defined in the Development Act.

Building Management Committee means the building management committee for the North Precinct established according to the Development Act and the Strata Management Statement.

Building Works means:

(a) work involving structural changes to Common Property, including the Common Property walls, floor and ceiling enclosing your Lot; or

(b) work that changes the external appearance of your Lot; or

(c) work involving waterproofing; or

(d) work for which consent or another approval is required under any other Act; or

(e) services in Icon, whether or not they are for the exclusive use of your Lot.

Building Works excludes Minor Renovations and Cosmetics Works.

Caretaker means the building manager appointed by the Owners Corporation according to by-law 11 ("Agreement with Third Parties").

Central Air Apartments means each of Lots 9 and 19 to 234 (inclusive) in Icon.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:45 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Central Air Conditioning means the air conditioning plant and equipment located on level 1 and the roof of Icon.

Central Water Heater has the meaning given to that term in by-law 25.2 ("Central Water Heater and Hot Water System").

Common Property means Common Property in Icon and personal property of the Owners Corporation.

Community Room means the room located on the podium level of the Strata Scheme.

Common Property Rights By-Law means by-laws granting an Owner or Owners exclusive use and special privileges in respect of Common Property according to part 7 division 4 of the Management Act as set out in Part 2 of these by-laws (being by-laws 20 to 23 (inclusive)).

Co-operative means Discovery Point Co-operative Limited.

Co-operative Property means:

(b) land and improvements owned by the Co-operative; and

(c) land and improvements which the Co-operative has the right to use, manage or control under Easements, the Co-operative Rules or a lease.

Co-operative Rules means the rules of the Co-operative.

Co-operative Shared Facility has the same meaning as in the Strata Management Statement.

Cosmetic Works has the same meaning as in the Strata Schemes Law.

Council means Rockdale City Council.

Development Act means the *Strata Schemes Development Act 2015 (NSW)*.

Discovery Point means the multi-storey mixed use Development known as "Discovery Point" and generally being the project the subject of a "Masterplan" consent (DA 500/01) granted by Rockdale Council in 2001 and part of which has become the subject of Concept Plan MP10_0003 determined by the Minister for Planning, as modified from time to time.

Easements means any easements, restrictions on use and positive covenants benefiting or burdening any part of Icon or the North Precinct.

Embedded Energy Utilities Operator means Real Utilities Pty Ltd (ACN 150 290 814) or any of its wholly owned subsidiaries and any replacement operator appointed from time to time.

Embedded Network means private networks supplying services in relation to:

(a) Electricity - procurement, supply and metering of electricity; and

(b) Gas - procurement of cooker gas, cooker gas supply and procurement and supply of gas.

Garbage Room means the garbage room located within Icon and includes any component servicing or part of that room including entry doors, floors, walls and ceiling finishes.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:46 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

General By-Laws means the by-laws which regulate the day-to-day management and operation of Icon as set out in Part 1 of these by-laws (being by-laws 2 to 19 (inclusive)).

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

Green Star Rating means a green star rating issued by the Green Building Council of Australia.

Icon means the strata scheme created on registration of the strata plan registered with these by-laws.

Icon Development Approval means the approval granted on 12 January 2017 by Rockdale City Council of the development application (application number DA 2016/99/A (as amended from time to time).

Inter-Tenancy-Wall means a Common Property wall between two Apartments.

Lot means the strata lot that you own or occupy in Icon.

Management Act means the *Strata Schemes Management Act 2015 (NSW)*.

Marq means strata plan no. 97304.

Minor Renovation has the same meaning as in the Strata Scheme Law.

North Precinct means the land and improvements generally in the areas shown as the North Precinct on the Precinct Plan, being the land and improvements in Watervue, Arc, Shore, Marq, Icon, lot 733 in DP 1238769 and lot 710 in DP 121486S (and any lots and strata schemes into-which part of the land and improvements is subdivided).

Occupier means the occupier, lessee, licensee or person in lawful occupation of an Apartment.

Owner means:

(a) the owner for the time being of an Apartment; and

(b) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and

(c) for a Common Property Rights By-Law, the owner(s) of the Apartment(s) benefiting from the by-law; and

(d) a mortgagee in possession of an Apartment.

Owners Corporation means the owners corporation for the strata plan registered with these by-laws.

Pool Plant and Gym means the swimming pool plant located on level BO of the Strata Scheme and the gym located at the podium level of the Strata Scheme.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:47 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Precinct 1 means the land and improvements in the residential strata scheme known as Greenbank. (Strata Scheme No. 75774) and a commercial strata scheme (SP79520) (and any lots and strata schemes into which it is subdivided).

Precinct 2A means the land and improvements comprised in Vine, Verge, Verge Commercial and lot 399 in DP1161708 and lot 511 in DP1172312 (and any lots and strata schemes into which they are subdivided) generally in the areas shown as Precinct 2A on the Precinct Plan.

Precinct MP1 means the area formerly known as part of Precinct 2B and includes the area within SP89923, SP90232, SP90459, lot 607 in DP1192906 and part of lot 758 in DP1202570 (and any lots and strata schemes into which they are subdivided), generally in the area shown as Precinct MP1 on the Precinct Plan.

Precinct MP2 means the land and improvements in SP91875, SP92529, SP92331, SP93267, SP92332, SP93268, lot 203 in DP1103650, lot 725 in DP1202569 and lot 7S7 and part of lot 758 in DP1202570 (and any lots and strata schemes into which they are subdivided), generally in the area shown as Precinct MP2 on the Precinct Plan.

Precinct 4 means lots 1, 2 and 3 in DP270821 and any community scheme into which it is subdivided, generally in the area shown as Precinct 4 on the Precinct Plan.

Precinct MP5 means the land and improvements generally in the areas shown as Precinct MP5 on the Precinct Plan, being part of the land and improvements in lot 605 in DP1192906 and part of lot 728 in DP1202570 (and any lots and strata schemes into which part of the land and improvements is subdivided).

Precinct Plan means the plan in annexure A of these by-laws.

Precincts means, subject to schedule 4, Precincts 1, 2A, 4, MP1, MP2, North Precinct and MP5.

Representative means a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee.

Rules mean Rules made by the Owners Corporation according to by-law 26 ("Rules").

Recycled Water Plant means the recycled water plant servicing Discovery Point and erected on Co-operative Property.

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

Shared Facilities has the same meaning as it does in the Strata Management Statement.

Shore means strata plan no. 93440.

Strata Committee means the strata committee of the Owners Corporation.

Strata Management Statement means the strata management statement for the North Precinct.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:48 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Schemes Law means the *Strata Schemes Management Act 2015* and *Strata Development Act 2015*.

Substitute Representative means a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee and the Co-operative if its Representative cannot attend.

Verge means strata plan no. 77902.

Verge Commercial means strata plan no. 79529.

Vine means strata plan no. 85432.

Waste Facility means the waste facility which is a Co-operative Shared Facility and located in the basement, level BO, of Marq.

Watervue means strata plan no. 90188.

30.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

(a) words that this by-law 30 does not explain have the same meaning as they do in the Management Act; and

(b) the word "you" means an Owner or Occupier; and

(c) a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for Icon; and

(d) a document (including the by-laws) includes any amendment, addition or replacement of it; and

(e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and

(f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and

(g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and

(h) the singular includes the plural and vice versa; and

(i) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:49 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

30.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

30.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

30.5 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

31 Car Space (passed 20 April 2023)

If you have a car space you must:

(a) Not use your car space for any purpose other than parking a wheeled vehicle.

(b) provide the Owners Corporation with access to your car space or storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-law

(c) ensure that the vehicle parked fit comfortably with the car space marking and not impede the parking of cares in adjacent lots.

(d) keep your car space clean and tidy;

(e) keep the car space free of vermin;

(f) Only registered and operational vehicles may be parked on the car space; no storage of unregistered, nonoperational and collector vehicles are permitted to be parked or stored in a car space.

(g) not clean, grease oil, wash or carry out any major mechanical works in a car space at any time.

(h) not enclose your car space;

(i) not install, erect, or permit to be installed or erected, any storage facility or access control bollard system, whether fixed or moveable, within a car space unless the prior written approval of the Owners Corporation is obtained.

(j) not keep dangerous, noxious or inflammable items or liquids in the car space.

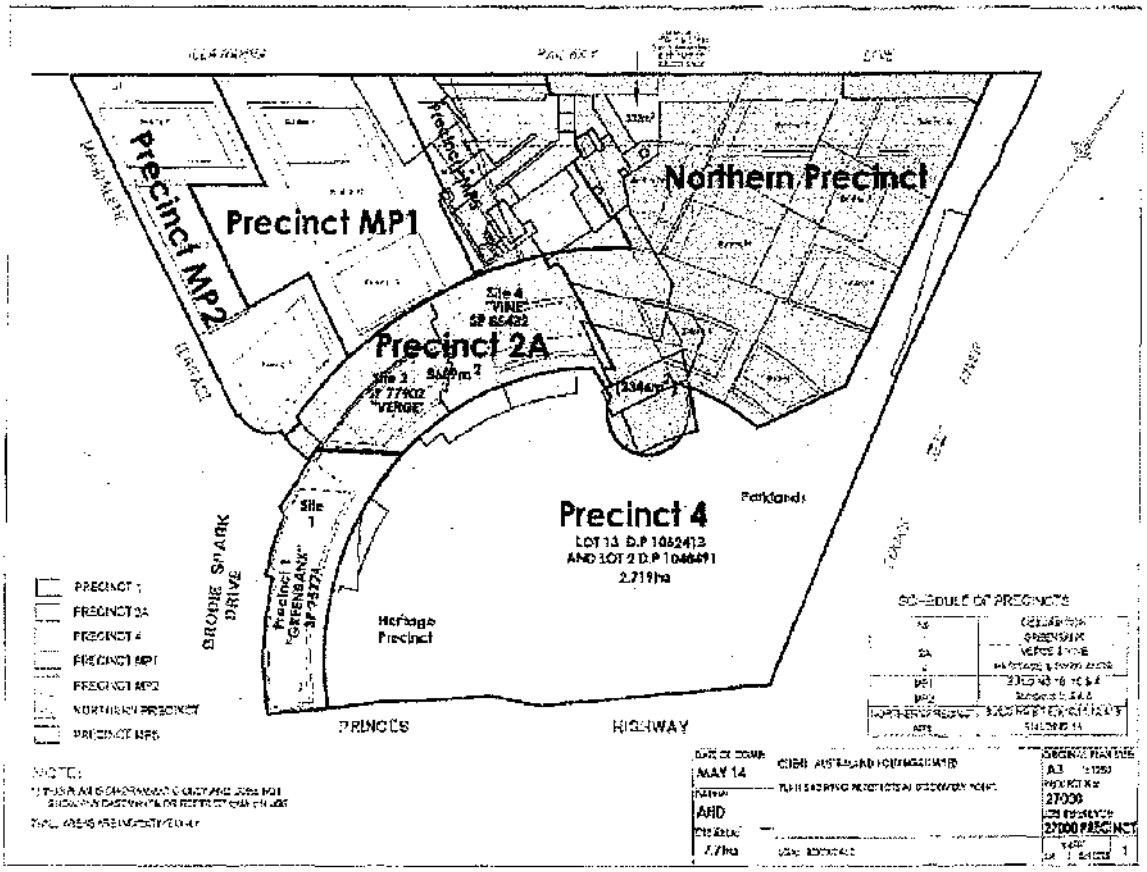
(k) not stack or have items in your basement Lot within 500mm of any sprinkler head; or (Ensure that any fire sprinklers positioned above their car space are not obstructed in any way), or (under applicable fire safety regulations, which may be notified to you by the Owners Corporation including by signage in the relevant areas of the Building)

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:50 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(l) repair and make good any damage you cause to the car space.

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:51 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Annexure A – Precinct Plan



This is page 50 of a total of 50 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 97305 was affixed on the 9TH day of JUNE 2023 in the presence of:

Authority: STRATA MANAGER

Signature: .....

Name: MICHAEL PRICE

Being the persons authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal.

THE OWNERS - STRATA PLAN 97305 Common Seal

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:52 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 97305 was affixed on ^ 9th JUNE 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: ..... Name: MICHAEL PRICE Authority: STRATA MANAGER

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

^ Insert appropriate date
* Strike through if inapplicable.

THE OWNERS - STRATA PLAN 97305
Common Seal

Req:R285721 /Doc:DL AT316802 /Rev:02-Aug-2023 /NSW LRS /Prt:03-Jun-2026 14:35 /Seq:53 of 53
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 97305 was affixed on ^ 9TH JUNE 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: ..... Name: MICHAEL PRICE Authority: STRATA MANAGER

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

^ Insert appropriate date

THE OWNERS - STRATA PLAN 97305
Common Seal

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:1 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Form: 11R
Licence: 04-03-362
Licensee: King & Wood Mallesons

REQUEST

New South Wales
Real Property Act 1900

AN315276X

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.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request

(A) **STAMP DUTY** — If applicable. Revenue NSW use only

(B) **TORRENS TITLE** — See Annexure 'A'

(C) **REGISTERED DEALING**

Number	Torrens Title
SP89924	

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
41J	King & Wood Mallesons DX 113 Sydney T +61 2 9296 2000 LLPN: 123008U Reference (optional): 602-0005444	R

(E) **APPLICANT** — Discovery Point No. 1 Pty Limited (ACN 093 909 758)

(F) **NATURE OF REQUEST** — Amendment to Strata Management Statement

(G) **TEXT OF REQUEST** — The Applicant requests that the Strata Management Statement filed with SP89924 is amended. A consolidated Strata Management Statement incorporating the amendments is annexed hereto and marked as Annexure 'B'

RECEIVED
28 MAY 2018
12.45

DATE 02 / 05 / 2018
dd mm yyyy

(H) Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature

Signatory's name: Simone Francesca Gofeld

Signatory's capacity: solicitor

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. [ ] Full name: Signature:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:2 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Annexure A to REQUEST

(A) Torrens Title:

- CP/SP93440
- CP/SP89924
- CP/SP90188
- ~~511/1172912~~
- 710/1214865
- 557/1192909
- 709/1214865

25.5.18
MICHELLE TAT
AUTHORISED
TO AMEND

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:3 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

- **Annexure B to REQUEST**

The Strata Management Statement filed with SP89924 is amended as per the consolidated Strata Management Statement below:

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:4 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

KING&WOOD
MALLESONS

DISCOVERY
POINT

Strata Management Statement for North Precinct at Discovery Point

King & Wood Mallesons
Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
Ref SFE

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:5 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point
Contents

Part 1 North Precinct and the strata management statement		**12**
1	**What is a strata management statement?**	**12**
1.1	Management of the building	12
1.2	Rights and obligations	12
1.3	Definitions	12
2	**About Discovery Point, the Co-operative and the application of a carpark umbrella deed**	**12**
2.1	Precincts	12
2.2	Co-operative	12
2.3	Membership of the Co-operative	12
2.4	Summary of Co-operative management structure	13
2.5	Co-operative Rules	13
2.6	North Precinct Carpark	13
3	**North Precinct development and subdivision**	**13**
3.1	What are the components in the North Precinct?	13
3.2	Development in stages	14
3.3	Development Period	14
3.4	Further Subdivision and Components for subsequent stages	14
3.5	Obligations of Owners Corporations and Owners to approve later subdivisions	15
3.6	Effect of the Development Period on this management statement	16
3.7	The Developer may change the subdivision method in its discretion	16
3.8	Replacement management statements	16
3.9	Developer's rights to construct and subdivide	17
4	**North Precinct management and operation**	**17**
4.1	Part building strata schemes	17
4.2	Management structure	17
4.3	Who assists the Committee?	17
4.4	Summary of management structure	17
5	**How does this management statement work?**	**18**
5.1	How is this management statement set out?	18
5.2	What is the effect of this management statement?	19
5.3	How to amend this management statement	19
6	**Who must comply with this management statement?**	**19**
6.1	General obligations	19
6.2	Obligations for Occupiers	19
6.3	Obligations for others	19
6.4	Obligations for visitors	20
6.5	By-laws for Strata Schemes	20
Part 2 The Committee's rights and obligations		**21**

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:6 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

7	**The Committee**	**21**
7.1	Establishment	21
7.2	Members of the Committee	21
7.3	Subdivision and membership	21
7.4	Members of the Committee upon registration of this management statement	21
7.5	Members of the Committee after the Development Period	21
8	**Rights and obligations**	**22**
8.1	What are they?	22
8.2	How to make decisions	23
8.3	Power to contract and make appointments	23
8.4	Making Rules	23
8.5	Effect of Rules	24
9	**Officers of the Committee**	**24**
9.1	What Officers must the Committee appoint?	24
9.2	Eligibility for election	24
9.3	Appointment of Officers	24
9.4	Vacating the position of an Officer	24
10	**Functions of Officers**	**24**
10.1	Exercising functions	24
10.2	The Secretary	24
10.3	The Treasurer	25
10.4	The Chairperson	25
11	**Appointing a Strata Manager**	**25**
11.1	Purpose of the appointment	25
11.2	Qualifications of the Strata Manager	26
11.3	Delegation of functions	26
11.4	What functions may not be delegated?	26
11.5	Form of agreement	26
11.6	Term of the appointment	26
11.7	Remuneration	26
12	**Appointing a Facilities Manager**	**27**
12.1	Purpose of the appointment	27
12.2	Form of agreement	27
12.3	Term of the appointment	27
12.4	Remuneration	27
12.5	Agreements by Members in their capacity as Owners Corporations	27
13	**Insurance requirements**	**27**
13.1	Statutory and other required insurance	27
13.2	Optional insurances	28
13.3	Proceeds of building insurance claims	28
13.4	Valuations	28
13.5	When to carry out the first valuation	28
13.6	Building sum insured	28
13.7	Regular review of insurances	28
13.8	Insuring for new risks	29

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:7 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

13.9	Insurance records	29
14	**Keeping records**	**29**
14.1	Obligations of the Committee	29
14.2	Which records must the Committee keep?	29
14.3	How long are records kept?	30
15	**Inspecting the Committee's records**	**30**
15.1	Who is entitled to inspect the records?	30
15.2	What is the procedure?	30
15.3	Time for the inspection	30
15.4	Taking copies of records	30
16	**Providing Outstanding Levy Certificates**	**30**
16.1	Who may apply for a certificate?	30
16.2	Procedure to obtain a certificate	30
16.3	Information to be included in a certificate	31
16.4	When must the certificate be given?	31
16.5	Certificate is evidence of matters in it	31
17	**Committee's power to gain access to Shared Facilities**	**31**
17.1	General requirement	31
17.2	What are the powers of the Committee?	31
17.3	Access requirements	32
17.4	Notice requirements	32
17.5	Paying costs	32
17.6	Rectifying damage	32
17.7	Sole user	32
18	**Committee's power to do work in an emergency**	**32**
18.1	Committee may do anything	32
18.2	Entering parts of North Precinct	32
18.3	What are your obligations?	32
18.4	Damages	33
18.5	Sole user	33
18.6	References to the Committee	33
19	**Committee's power to act on behalf of the Members**	**33**
19.1	Acting as agent	33
19.2	Appointment as agent and attorney	33
19.3	Legal proceedings by a Member	33
20	**Consents by the Committee**	**33**
20.1	How may consent be given?	33
20.2	Conditional consent	33
20.3	Revoking consent	33
Part 3 Rights and obligations of Members, Owners and Occupiers		**35**
21	**What are the rights and obligations of Members?**	**35**
21.1	General obligations	35
21.2	Voting rights	36
21.3	Maintenance requirements	36
21.4	Damage	36

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:8 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

22	**Appointing a Representative and a Substitute Representative**	**36**
22.1	Appointments generally	36
22.2	Appointments by Owners Corporations	36
22.3	Eligibility for appointment	36
22.4	Appointment Form	37
22.5	When does an appointment become effective?	37
22.6	Proxies	37
22.7	Acts by Representatives and Substitute Representatives	37
23	**Procedures when you become a Member or change your contact details**	**37**
23.1	Purchasing a Stratum Lot	37
23.2	Leasing a Stratum Lot	37
23.3	New Owners Corporations	37
23.4	Changing parties to Service Contracts	37
23.5	Changing your contact details	38
23.6	Obligations under the North Precinct Carpark Umbrella Deed	38
24	**What are the obligations of Owners and Occupiers?**	**38**
25	**Owners Corporation meetings and by-laws**	**39**
25.1	Meetings	39
25.2	By-laws and this management statement	39
25.3	By-laws and the Co-operative Rules	39
26	**Rights of access**	**40**
26.1	General requirement	40
26.2	Access in an emergency	40
26.3	Access to Shared Facilities by the Committee	40
26.4	Access to Shared Facilities by Members, Owners and Occupiers	40
26.5	No loading bays	40
26.6	Moving into and out of North Precinct	40
26.7	Paying costs	40
26.8	Rectifying damage	40
26.9	Developer's rights	40
27	**Carrying out works**	**41**
27.1	Works in Stratum Lots	41
27.2	Works in Strata Lots	41
27.3	Consenting to applications	41
27.4	Developer's rights	41
28	**Obligations for insurance**	**41**
28.1	Actions that may increase premiums	41
28.2	Paying for additional premiums	41
28.3	Proceeds of building insurance claims	41
29	**Fire safety and protection**	**42**
29.1	What are your obligations?	42
29.2	Keeping flammable materials	42
29.3	Restrictions about fire safety	42
Part 4 Meeting procedures and resolutions		**43**

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:9 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

30	**Meetings of the Committee**	**43**
30.1	Types of meetings	43
30.2	Meetings	43
30.3	Emergency Meetings	43
30.4	Who convenes meetings?	43
31	**Notices and agendas for meetings**	**44**
31.1	Information to be included in the notice	44
31.2	Agenda for a Meeting	44
31.3	No voting on matters not on the agenda	44
31.4	Agenda for an Emergency Meeting	44
31.5	Information to be included in the notice of a Meeting to consider levy contributions	44
32	**How to give notice of a meeting**	**45**
32.1	How much notice is required for a Meeting?	45
32.2	How to serve notice of a Meeting	45
32.3	Giving notice of an Emergency Meeting	45
32.4	How to service notice of an Emergency Meeting	45
33	**Procedures for holding meetings**	**45**
33.1	Conducting a Meeting or Emergency Meeting	45
33.2	Quorum for a meeting	45
33.3	Failure to obtain a quorum	46
33.4	Notice of adjourned meetings	46
33.5	Quorums at adjourned meetings	46
33.6	Determining a quorum	46
33.7	Attendance at a Meeting	46
33.8	Special provisions for Meetings held in writing	46
33.9	How to cast a vote at an Emergency Meeting	46
33.10	Minutes of meetings	47
34	**Voting rights of Members**	**47**
34.1	Voting rights of Members	47
34.2	Value of voting entitlements	47
34.3	Instructions by a Member	48
34.4	Restrictions on voting	48
35	**Appointing a proxy**	**48**
35.1	Who may appoint a proxy?	48
35.2	Who may be a proxy?	48
35.3	How to appoint	48
35.4	Instructions about voting	48
35.5	Restrictions on voting	48
36	**Resolutions at Meetings and Emergency Meetings**	**49**
36.1	What is a Resolution?	49
36.2	Who may vote on a matter requiring a Resolution?	49
36.3	When is a Resolution passed?	49
36.4	Matters decided by Resolution	49
37	**Developer Resolutions at Meetings**	**49**
37.1	What is a Developer Resolution?	49

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:10 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

37.2	Who may vote on a Developer Resolution?	50
37.3	Value of voting entitlements for Developer Resolutions	50
37.4	When is a Developer Resolution passed?	50
37.5	Developer Resolutions cease to apply at the end of the Development Period	51
38	**Shared Facility Resolutions at Meetings**	**51**
38.1	Interpreting this clause	51
38.2	Who may vote on a Shared Facility Resolution?	51
38.3	When is a Shared Facility Resolution passed?	51
38.4	Matters decided by Shared Facility Resolution	51
39	**Unanimous Resolutions at Meetings**	**51**
39.1	Purpose of Unanimous Resolutions	51
39.2	Who may vote on a Unanimous Resolution?	51
39.3	When is a Unanimous Resolution passed?	51
39.4	Matters decided by Unanimous Resolution	52
40	**Obligations of Members and Owners to implement resolutions**	**52**
Part 5 Financial management		**53**
41	**What funds must the Committee establish?**	**53**
41.1	Administrative Fund	53
41.2	Sinking Fund	53
41.3	What money is paid into the Administrative Fund?	53
41.4	What money is paid into the Sinking Fund?	53
42	**Financial Years**	**53**
42.1	First Financial Year	53
42.2	Subsequent Financial Years	54
43	**Preparing budgets**	**54**
43.1	When to prepare budgets	54
43.2	What information must be included in a budget?	54
43.3	How much to budget	54
44	**Determining contributions**	**54**
44.1	Levying Members	54
44.2	What proportion of costs must you pay	54
44.3	Co-Operative Shared Facilities	55
44.4	Broken periods	55
44.5	Procedures for determining contributions	55
44.6	Determining the amount of contributions	55
44.7	Insufficient funds	55
44.8	Budget where there are insufficient funds	55
44.9	Determining contributions at an Emergency Meeting	55
45	**Preparing financial statements**	**56**
45.1	Obligations of the Committee	56
45.2	Information to be included in a financial statement	56
46	**Paying contributions**	**56**
46.1	Notices of contributions	56

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:11 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

46.2	Raising funds in an emergency	56
47	**Banking money and interest on accounts**	**57**
47.1	Establishing a bank account	57
47.2	Withdrawing money	57
47.3	Trust account	57
47.4	Interest bearing accounts	57
48	**Late payments**	**57**
48.1	Interest	57
48.2	Calculating interest	57
48.3	Certificates about interest rates	57
48.4	Recovering unpaid contributions	57
49	**Dealing with surplus funds**	**58**
49.1	Distributing surplus funds	58
49.2	Considerations	58
50	**Paying contributions when there is a Dispute**	**58**
50.1	What are your obligations?	58
50.2	Continuing payments	58
50.3	Your rights are not affected	58
Part 6 Shared Facilities		**59**
51	**Overview of Shared Facilities**	**59**
51.1	What are they?	59
51.2	What do Shared Facilities include?	59
51.3	How do I know if a facility or service is a Shared Facility?	59
51.4	Developer to provide Shared Facilities information to the Committee	60
51.5	Availability of Shared Facilities	60
51.6	Rights and obligations of the Committee	60
51.7	Shared Facilities and Common Property	60
51.8	Shared Facilities and Stratum Lots	60
51.9	Who may use Shared Facilities?	61
51.10	When can you use Shared Facilities?	61
51.11	Easements	61
51.12	Co-operative Shared Facilities	61
52	**Changing and adding to Shared Facilities**	**62**
52.1	Interpreting this clause	62
52.2	Decisions regarding Shared Facilities	62
52.3	Obligations of Members and Owners	62
52.4	Changing the costs for Shared Facilities	62
52.5	Reasons for exercising powers	62
53	**Using approved contractors**	**63**
53.1	Overview	63
53.2	Obligations of the Committee	64
53.3	Obligations of Members, Owners and Occupiers	64
54	**Damage to Shared Facilities**	**64**
54.1	What are your obligations?	64

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:12 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

54.2	No interference	64
55	**Restricting access to parts of North Precinct and issuing Security Keys**	**64**
55.1	Restricting access to parts of North Precinct	64
55.2	Provision of Security Keys	64
55.3	Charging fees for Security Keys	65
55.4	Your rights and obligations	65
55.5	Some prohibitions	65
55.6	Who owns Security Keys?	65
55.7	Managing the Security Key system	65
56	**Carpark Accessway**	**65**
56.1	Rights of the Committee	65
56.2	Complying with requirements	66
56.3	No parking on Carpark Accessway	66
57	**Bicycle Parking**	**66**
57.1	Use	66
57.2	Requirements	66
57.3	Committee not responsible	66
58	**Garbage storage and removal**	**66**
58.1	Requirements for Residential Buildings	66
58.2	Obligations of Owners Corporation for Residential Buildings	67
58.3	Requirements for Retail	67
58.4	Requirements for Commercial Component	67
58.5	General obligations of Owners and Occupiers	67
59	**Carwash Bay**	**68**
59.1	Hours of use	68
59.2	Conditions for use	68
Part 7 Development Works, subdivisions and replacement management statements		**69**
60	**Interpreting this part**	**69**
60.1	Developer's rights	69
60.2	References to the Developer	69
61	**Development Works**	**69**
61.1	Developer's rights	69
61.2	Consents from Government Agencies	69
61.3	Access arrangements	69
61.4	Works affecting Shared Facilities	69
61.5	Rectifying damage	70
61.6	Development Works Applications	70
61.7	Notice when Shared Facilities complete	70
62	**Selling Activities**	**70**
62.1	Developer's rights	70
62.2	Consents from Government Agencies	70
62.3	Access arrangements	70
62.4	Rectifying damage	70
62.5	Selling Activities Applications	70

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:13 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

63	**Subdivisions and consents**	**71**
63.1	Acknowledgements about subdivisions and their effect on this management statement	71
63.2	Obligations of Owners	71
63.3	Obligations of Owners of Strata Lots	71
63.4	Repealing this management statement	71
63.5	Subdivisions and Easements	71
63.6	Endorsement of consent	72
63.7	Costs	72
64	**Effect of registering a new management statement**	**72**
64.1	Statement continuation of provisions	72
64.2	Financial statement	73
Part 8	**Miscellaneous**	**74**
65	**How to resolve Disputes**	**74**
65.1	Interpretation	74
65.2	Resolution of Disputes	74
65.3	Dispute Notice	74
65.4	Negotiation	74
65.5	Referring a Dispute to expert determination	74
65.6	Appointing an expert	75
65.7	Instructions to the expert	75
65.8	Conducting expert determination	75
65.9	Expert determination	75
65.10	Binding effect	75
65.11	Expert determination about Shared Facility costs	75
65.12	Costs	75
65.13	Tribunal	75
66	**How to serve notices**	**76**
66.1	Methods of serving notices	76
66.2	When does a notice take effect?	76
66.3	Receipt - post	76
66.4	Receipt - fax	76
66.5	Receipt-email	76
66.6	Communication by email	76
66.7	Form of notices	76
66.8	Receipt - general	77
66.9	Notices to the Committee	77
67	**GST**	**77**
67.1	Amounts are exclusive of GST	77
67.2	Obligation to pay GST	77
67.3	Differences in amounts	77
67.4	Reimbursement	77
68	**General**	**77**
68.1	Discretion in exercising rights	77
68.2	Partial exercise of rights	78
68.3	Approvals and consents	78
68.4	Conflict of interest	78
68.5	Remedies cumulative	78

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:14 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

68.6 Severability 78

69 Barbeque and podium areas in Marq 78

70 Bi-retention 78

Part 9 Dictionary 79

71 Definitions 79

72 Interpretation 87

72.1 References to certain terms 87
72.2 Headings 88

Schedule 1 - Formula for contribution to Shared Facilities 89

Schedule 2 - Indicative list of Shared Facilities 90

Schedule 3 - Worked example of the division of costs for Shared Facilities 94

Schedule 4 - Architectural Code 100

Schedule 5 - Precinct Plan 113

Schedule 6 - Appointment Form 115

Schedule 7 - Membership Form 118

Schedule 8 - Proxy Form 120

Signing page 123

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:15 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

Part 1

North Precinct and the strata management statement

1 What is a strata management statement?

1.1 Management of the building

A strata management statement is a set of rules that regulate the management and operation of a building where part of the building is subdivided by a strata scheme or schemes. These types of strata schemes are called "part building strata schemes". The Strata Schemes in the North Precinct are part building strata schemes.

1.2 Rights and obligations

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

1.3 Definitions

In this management statement, capitalised words are defined in clause 71 ("Definitions").

2 About Discovery Point, the Co-operative and the application of a carpark umbrella deed

2.1 Precincts

When the development is complete, Discovery Point will have a number of separate precincts. The Precincts will comprise a mixture of Strata Schemes and may contain Stratum Lots. Precinct 4 may be subdivided by a Community Plan under the *Community Land Development Act 1989* (NSW). See the plan in schedule 6 ("Precinct plan").

2.2 Co-operative

The role of the Co-operative is to manage the facilities and services in Discovery Point which it owns or has the right to use or otherwise on behalf of its Members at their request, including the heritage structures and open space areas.

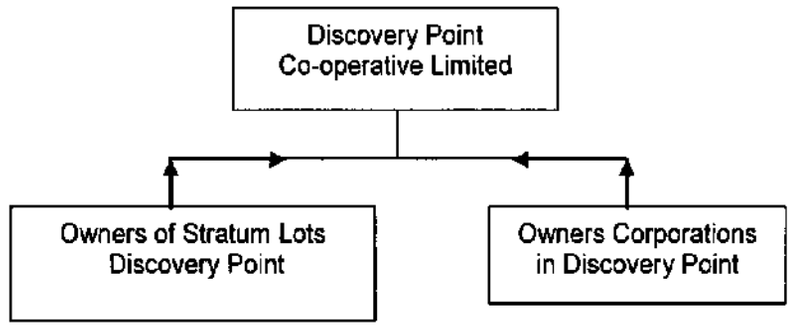
2.3 Membership of the Co-operative

Each Owners Corporation and Owner of a Stratum Lot in the North Precinct and Discovery Point must become, and remain, a member of the Co-operative according to the Co-operative Rules and the Easements.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:16 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

2.4 Summary of Co-operative management structure

In summary, the management structure for the Co-operative looks like this:



2.5 Co-operative Rules

(a) The Co-operative Rules bind Members, Owners and Occupiers in respect of the Co-operative.

(b) You must comply with the provisions of the Co-operative Rules which are expressed to bind you.

(c) To the extent that in complying with clause 2.5(b) you would breach this management statement or any by-laws, you are excused.

2.6 North Precinct Carpark

The North Precinct Carpark servicing the North Precinct is managed and operated as described in this management statement.

3 North Precinct development and subdivision

3.1 What are the components in the North Precinct?

The Developer will construct and subdivide the North Precinct in stages. At the date of registration of this management statement, the Developer intends the North Precinct to contain the following components:

Stage	Component	Description	Member
1	Arc Residential Tower	A Strata Scheme containing residential apartments (with associated carparking).	Arc Residential Owner
2	Watervue Residential Tower	A Strata Scheme containing residential apartments (with associated carparking).	Watervue Residential Owner
3 & 4	Shore (being Shore East and Shore North)	A staged Strata Scheme containing residential apartments (with associated carparking)	Shore Owner

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:17 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Stage	Component	Description	Member
5	Building 11 Tower	A Strata Scheme containing residential apartments (with associated carparking)	Building 11 Owner
6	Building 12 Tower	A Strata Scheme containing residential apartments (with associated carparking)	Building 12 Owner
7	Building 13 Tower	A Strata Scheme containing residential apartments (with associated carparking)	Building 13 Tower
	Co-Operative Lots	Stratum Lots consisting of roads, parks and infrastructure	Co-Operative

all of which are to be erected as a single structure but in stages. At the date of registration of this management statement, the Developer intends this management statement to apply to the whole of the North Precinct.

The Developer's intended staging of development, the number of future buildings and components within the North Precinct may change. For example, Stages 5, 6 and 7 may comprise Commercial Components in whole or part. Part 7 ("Development Works, subdivisions and replacement management statements") applies.

3.2 Development in stages

North Precinct will be developed and subdivided in stages which are indicatively described as Stages 1 to 7. The Co-operative Lots will be developed during those stages . The Developer may change the number and use of components.

3.3 Development Period

At the date of registration of this management statement, Arc and part of the North Precinct Carpark will be complete. This marks the commencement of the Development Period for the North Precinct for the purposes of this management statement.

Stage 1 will involve the development of Arc and part of the North Precinct Carpark under Building 11. Stage 2 will involve the construction of Watervue and the carpark under Shore East. Stages 2 through 7 will be the progressive development of the residue of the North Precinct to create Shore, future Buildings 11 - 13 and the progressive development of the North Precinct Carpark. These future Buildings will form components of the North Precinct as described in clause 3.4 ("Further Subdivision and Components for subsequent stages").

3.4 Further Subdivision and Components for subsequent stages

It is the present intention of the Developer to:

(a) subdivide Lot 555 and 556 in DP1192909 by a Stratum Plan to create:

(i) lot 699 ("**Co-operative Road Lot**") which will be road and associated open space; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:18 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(ii) lot 700 which will be subdivided by a Strata Plan to create a Strata Scheme for a future building to be known as Watervue Residential; and

(iii) lot 701 (the "**Shore Residue Lot**") which will form the development site for Shore; and

(b) subdivide the Shore Residue Lot by a Stratum Plan to create a stratum lot which will be subdivided by a Strata Plan to create a Strata Scheme for a future building to be known as Shore which will be developed in stages by the registration of a Staged Strata Scheme;

(c) subdivide Lot 557 in DP1192909 by a Stratum Plan to create:

(i) a stratum lot which will be subdivided by a Strata Plan to create a Strata Scheme for a future building to be known as Building 11; and

(ii) another stratum lot (the "**Buildings 12 and 13 Residue Lot**") which will form the development sites for Buildings 12 and 13; and

(d) subdivide the Buildings 12 and 13 Residue Lot by a Stratum Plan to create:

(i) a stratum lot which will be subdivided by a Strata Plan to create a Strata Scheme for a future building to be known as Building 12; and

(ii) another stratum lot (the "**Building 13 Residue Lot**") which will form the development sites for Building 13; and

(e) a Strata Plan subdividing the Building 13 Residue Lot to create a Strata Scheme for a future building to be known as Building 13 Residential; and

(f) various boundary adjustment plans to ensure that the various plans referred to above accurately reflect the physical structures that are to be included within the various Strata Plans and Stratum Plans that will be the final subdivision plans for the North Precinct and to create appropriate lots for transfer to the Co-operative.

3.5 Obligations of Owners Corporations and Owners to approve later subdivisions

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

(a) vote in favour of registering and sign any amendments to strata management statements or an amendment to this management statement to accompany the Strata Plans for buildings in further stages (if required by the Developer); and

(b) vote in favour of and sign any application by the Developer to the Registrar-General to waive the requirement under the Development Act to register additional strata management statements with the Strata Plans for buildings in further stages (if required by the Developer); and

(c) sign all documents and do all things reasonably necessary to give effect to this clause 3.5.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:19 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

3.6 Effect of the Development Period on this management statement

This management statement and the management structure for the North Precinct reflect the arrangements that will operate on completion of the Development Period when the intended components of North Precinct will be complete as described in clause 3.1 ("What are the different components in North Precinct?"). There are transitional arrangements in the management statement for the Development Period about issues like:

(a) complying with the Architectural Code; and

(b) membership of the Committee and voting rights; and

(c) Budgets and Administrative Fund and Sinking Fund contributions; and

(d) contributing to the costs of Shared Facilities.

3.7 The Developer may change the subdivision method in its discretion

(a) The Developer's current intention is that the North Precinct be subdivided as described in clause 3.1. However, the Developer in its discretion may select another method of subdivision for the North Precinct, including that this strata management statement governs a smaller single structure and that this strata management statement not govern the entirety of the North Precinct but a smaller parcel of land within the North Precinct.

(b) In the event of clause 3.7(a) being enlivened, the Developer must notify the Members, providing details of the other method of subdivision selected and copies of draft documents which are reasonably necessary to implement the other method of subdivision selected, including any amendments reasonably required to this management statement, including a definition of the lots which comprise the SMS Parcel.

(c) This management statement shall be read with any appropriate changes necessary to give effect to the Developer's method of subdivision selected, including, where appropriate:

(i) the requirement for the Member to become a member to a carpark umbrella deed in the form as described in clause **Error! Reference source not found.** of this management statement; and

(ii) references to North Precinct shall be amended, where appropriate to be restricted to the SMS Parcel; and

(iii) any amendments reasonably required to this management statement to reflect the Developer's alternative method of subdivision for the North Precinct.

3.8 Replacement management statements

As the development and subdivision of North Precinct proceeds, it may be necessary to amend this management statement and/or replace this management statement with a new management statement. Members agree to replace this management statement with a new management statement according to part 7 ("Development Works, subdivisions and replacement management statements"), and may be required to do this more than once.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:20 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

3.9 Developer's rights to construct and subdivide

The Developer's rights to carry out Development Works and subdivide parts of North Precinct are generally in part 7 ("Development Works, subdivisions and replacement management statements").

4 North Precinct management and operation

4.1 Part building strata schemes

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

4.2 Management structure

The Committee is responsible for operating and managing North Precinct on behalf of the Members. Each Member who is not an individual appoints a Representative to attend and vote for them at Meetings and Emergency Meetings of the Committee. See clause 22 ("Appointing a Representative and a Substitute Representative") for more information.

4.3 Who assists the Committee?

The Committee may appoint various persons to assist it to perform its functions. For example, the Committee may appoint a Strata Manager to assist in the management of North Precinct and to perform secretarial and financial functions. The Committee may also:

(a) appoint a Facilities Manager to assist in the operation and maintenance of Shared Facilities; and

(b) enter into contracts and other arrangements with Service Contractors for the operation, maintenance, repair and replacement of Shared Facilities; and

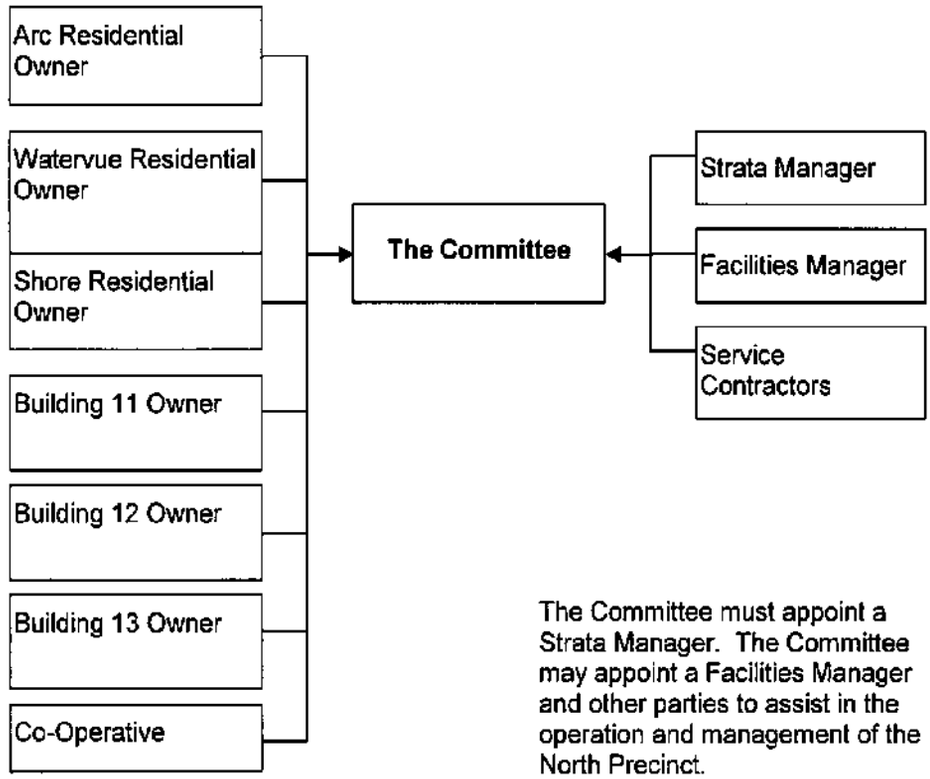
(c) appoint the Co-operative to perform its functions or administer various matters in connection with this management statement or the Easements (apart from those functions which may only be delegated to a licensed strata managing agent under the Management Act).

The Committee's rights and obligations are explained in more detail in part 2 ("The Committee's rights and obligations").

4.4 Summary of management structure

Subject to clause 3.7 of this management statement, in summary, the management structure for North Precinct looks like this:

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:21 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342



These parties are, or will become, members of the Committee. They each appoint a Representative to attend and vote for them at Meetings and Emergency Meetings.

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

5 How does this management statement work?

5.1 How is this management statement set out?

There are nine parts in this management statement:

Part 1 North Precinct and the strata management statement	Part 1 explains the management structure of the North Precinct and who must comply with this management statement.
Part 2 Rights and obligations of the Committee	Part 2 explains the rights and obligations of the Committee. It contains information about the Committee and about appointing a Strata Manager, Facilities Manager and Service Contractors to assist the Committee to perform its functions.
Part 3 Rights and obligations of Members, Owners and Occupiers	Part 3 explains the rights and obligations of Members, Owners and Occupiers. It includes provisions about insurance and access rights.
Part 4 Meeting procedures and resolutions	Part 4 explains the procedures for convening and holding Meetings and Emergency Meetings, quorum requirements and the types of resolutions required for decisions of the Committee.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:22 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Part 5 Financial management	Part 5 explains the procedures for preparing budgets, financial statements and levying processes for contributions to meet costs under this management statement.
Part 6 Shared Facilities	Part 6 explains how Shared Facilities work and are paid for by Members. It contains important information about the operation of, and obligations in connection with, Shared Facilities like the Carpark Accessway.
Part 7 Development Works, subdivisions and replacement management statements	Part 7 explains the rights of the Developer to carry out Development Works and Selling Activities. It also explains the requirements for approving Subdivision Plans and registering replacement management statements with Subdivision Plans.
Part 8 Miscellaneous	Part 8 explains the procedures for resolving Disputes and how to serve notices.
Part 9 Dictionary	Part 9 contains a dictionary and explains how to interpret this management statement.

5.2 What is the effect of this management statement?

This management statement has effect as an agreement under seal.

5.3 How to amend this management statement

Subject to part 7 ("Development Works, subdivisions and replacement management statements"), the Committee may amend, add to or repeal all or parts of this management statement only by Unanimous Resolution.

6 Who must comply with this management statement?

6.1 General obligations

Persons who must comply with this management statement are the Members, Owners and Occupiers.

6.2 Obligations for Occupiers

If you are an Owner, you must include in any lease or other agreement for the use and occupation of your Lot provisions requiring the Occupiers of the Lot to refrain from breaching this management statement.

6.3 Obligations for others

You must not:

(a) do anything to prevent another person from complying with this management statement; or

(b) allow another person to do anything which you cannot do under this management statement.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:23 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

6.4 Obligations for visitors

You must:

(a) take all reasonable actions to ensure that your visitors refrain from breaching this management statement; and

(b) make your visitors leave Discovery Point if they do not refrain from breaching this management statement.

6.5 By-laws for Strata Schemes

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

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:24 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

Part 2

The Committee's rights and obligations

7 The Committee

7.1 Establishment

The Members must establish the Committee within one month after this management statement is registered and must always have a Committee.

7.2 Members of the Committee

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

7.3 Subdivision and membership

A Stratum Lot (including any Stratum Lot created under clause 3.7(a)) may be subdivided by:

(a) a plan of subdivision after registration of this strata management statement, into two or more Stratum Lots. If this happens, the Member is the Owner of each Stratum Lot created on registration of the plan of subdivision; or

(b) a Strata Plan after registration of this strata management statement. If this happens, the Owner of the Stratum Lot will become the Owners Corporation for the new Strata Scheme and the Member is the Owners Corporation for the Strata Scheme.

7.4 Members of the Committee upon registration of this management statement

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

(a) the Owners Corporation for Arc; and

(b) the Owner of Lot 555; and

(c) the owner of Lot 556; and

(d) the Owner of Lot 557.

7.5 Members of the Committee after the Development Period

Subject to clause 3.7 ("The Developer may change the subdivision method in its discretion"), the Members of the Committee after the Development Period will be:

(a) the Owners Corporation for Arc; and

(b) the Owners Corporation for Watervue; and

(c) the Owners Corporation for Shore; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:25 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(d) the Owners Corporation for Building 11; and

(e) the Owners Corporation for Building 12;

(f) the Owners Corporation for Building 13; and

(g) the Co-operative.

8 Rights and obligations

8.1 What are they?

In addition to its rights and obligations elsewhere in this management statement, the Committee is to:

(a) exercise its rights according to, and comply with its obligations under, the Management Act, the Development Act, this management statement and the Easements; and

(b) monitor Members' compliance with their obligations under the Co-operative Rules as members of the Co-operative, including but not limited to obligations to make payment, prepare budgets and determine contributions in accordance with the directions of the Co-operative; and

(c) monitor Members' compliance with their obligations under the Easements, including easements, restrictions and covenants which apply to Co-operative Property (with which each Member must comply as a member of the Co-operative) and any obligations to make payments, prepare budgets or determine contributions under the Easements; and

(d) comply with all requirements under development consents which are applicable to North Precinct, including but not limited to any ongoing obligations to administer and maintain management plans and policies as required under those development consents or as directed by Council or the relevant Government Agencies; and

(e) comply with its obligations under the Co-operative Rules; and

(f) make decisions about the matters in this management statement; and

(g) convene and hold Meetings and Emergency Meetings; and

(h) determine Administrative Fund contributions and Sinking Fund contributions to meet the Committee's costs; and

(i) operate, maintain, renew and replace Shared Facilities, including (but not limited to):

(i) cleaning graffiti from the facades of North Precinct which is visible from a public place; and

(ii) maintaining landscaping to the standard approved by Council at all times; and

(j) deal with and make decisions about Shared Facilities; and

(k) effect insurances; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:26 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(l) administer the Architectural Code; and

(m) monitor the compliance by Members, Owners and Occupiers with their obligations under the Management Act, the Development Act, this management statement, the Co-operative Rules, the Easements and the Rules and any directions of the Co-operative Council and relevant Government Agencies; and

(n) monitor the performance of the Strata Manager; and

(o) monitor the performance of the Facilities Manager; and

(p) monitor the performance of Service Contractors; and

(q) where applicable, monitor the compliance by Members, Owners and Occupiers with their obligations under the Council Deed; and

(r) monitor the compliance by Members, Owners and Occupiers with their obligations under the North Precinct Carpark Umbrella Deed (if applicable); and

(s) do everything else necessary to exercise its rights and comply with its obligations.

8.2 How to make decisions

The Committee may make decisions only according to this management statement and at a properly convened Meeting or Emergency Meeting by Resolution, Shared Facility Resolution or Unanimous Resolution.

8.3 Power to contract and make appointments

The Committee may:

(a) enter into contracts or other arrangements with Service Contractors to assist the Committee to exercise its rights and comply with its obligations; and

(b) appoint consultants and experts to advise and assist the Committee to exercise its rights and to comply with its obligations; and

(c) appoint agents (for example, a Member, Strata Manager, the Co-operative or a member of the Co-operative) to enter into contracts or other arrangements on its behalf and on behalf of the Members.

8.4 Making Rules

The Committee may make Rules to facilitate the management, operation, maintenance and control of North Precinct. However:

(a) when the Committee makes a Rule it must take into account the mixed use nature of North Precinct and the various components in North Precinct; and

(b) Rules must not conflict with this management statement or the Co-operative Rules.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:27 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

8.5 Effect of Rules

A Rule made by the Committee applies as though it is set out in full in this management statement.

9 Officers of the Committee

9.1 What Officers must the Committee appoint?

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

9.2 Eligibility for election

To be eligible for election as an Officer, you must be a Representative, a Substitute Representative or the Strata Manager.

9.3 Appointment of Officers

The Committee must appoint its Officers within one month after this management statement is registered. The Committee:

(a) may appoint you (if you are eligible for appointment) to hold the position of one or more Officers; and

(b) may appoint new Officers at any time; and

(c) must immediately appoint a replacement Officer if an existing Officer vacates their position.

9.4 Vacating the position of an Officer

You vacate your position as an Officer if:

(a) you cease to be a Representative, Substitute Representative or the Strata Manager; or

(b) the Committee dismisses you from your position; or

(c) the Committee appoints a replacement Officer to fill your position; or

(d) you resign in writing from your position. You must notify the Committee of your resignation and the date from which it will become effective.

10 Functions of Officers

10.1 Exercising functions

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

10.2 The Secretary

In addition to the functions set out elsewhere in this management statement, of the Secretary is to:

(a) convene Meetings and Emergency Meetings; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:28 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) prepare and distribute notices, agendas and minutes for Meetings and Emergency Meetings; and

(c) serve notices for the Committee; and

(d) answer communications sent to the Committee; and

(e) perform administrative and secretarial functions for the Committee; and

(f) keep records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act; and

(g) make the records of the Committee available for inspection according to clause 15 ("Inspecting the Committee's records").

10.3 The Treasurer

In addition to the functions set out elsewhere in this management statement, the Treasurer is to:

(a) prepare budgets; and

(b) prepare Outstanding Levy Certificates; and

(c) prepare financial statements; and

(d) prepare (or arrange for the preparation of) audit reports; and

(e) send notices of Administrative Fund and Sinking Fund contributions to Members; and

(f) collect contributions from Members; and

(g) receive, acknowledge, bank and account for contributions and other money paid to the Committee; and

(h) pay accounts; and

(i) keep accounting records for the Committee.

10.4 The Chairperson

The Chairperson is to preside at each Meeting and Emergency Meeting at which the Chairperson is present. If the Chairperson does not attend a Meeting or an Emergency Meeting, the persons present at the meeting may appoint another Representative, Substitute Representative or the Strata Manager to preside at that meeting only.

11 Appointing a Strata Manager

11.1 Purpose of the appointment

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

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:29 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

11.2 Qualifications of the Strata Manager

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

11.3 Delegation of functions

Subject to clause 11.4 ("What functions may not be delegated?"), the Committee may delegate to the Strata Manager some or all of the functions of the Committee and the Officers.

11.4 What functions may not be delegated?

The Committee may not delegate to the Strata Manager:

(a) this power of delegation; or

(b) the right to determine Administrative Fund and Sinking Fund contributions; or

(c) any right or obligation which the Committee decides may be exercised or complied with only by the Committee.

11.5 Form of agreement

An agreement between the Committee and the Strata Manager must:

(a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 8.3(c) ("Power to contract and make appointments")) and the Strata Manager; and

(b) allow the Committee and the Officers to continue to exercise the rights and comply with the obligations which the Committee has delegated to the Strata Manager; and

(c) allow the Strata Manager to terminate the agreement if the Strata Manager is not appointed by at least the Arc Residential Owner and as its strata managing agent; and

(d) contain provisions which entitle the Committee and the Strata Manager to terminate the agreement early if a party does not comply with their obligations under the agreement.

11.6 Term of the appointment

The term of the initial agreement between the Committee and the Strata Manager must not exceed two years. Any further agreement may be for a term determined by the Committee (acting reasonably).

11.7 Remuneration

The Strata Manager's remuneration for the first year of the initial agreement under this clause 11 must not exceed $75,000.00. The remuneration of the Strata Manager for the second and subsequent years of the initial agreement (and for any further agreement) may be the amount determined by the Committee (acting reasonably).

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:30 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

12 Appointing a Facilities Manager

12.1 Purpose of the appointment

The Committee may appoint, and enter into agreements with, a Facilities Manager to provide operational and management services including to assist the Committee perform its functions in relation to Shared Facilities.

12.2 Form of agreement

An agreement between the Committee and a Facilities Manager must:

(a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 8.3(c) ("Power to contract and make appointments") and the Facilities Manager; and

(b) allow the Facilities Manager to terminate the agreement if the Facilities Manager is not appointed by at least the Arc Residential Owner as its facilities manager or caretaker; and

(c) contain provisions which entitle the Committee and Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

12.3 Term of the appointment

The term of the initial agreement between the Committee and a Facilities Manager must not exceed two years. Any further agreement may be for a term determined by the Committee (acting reasonably).

12.4 Remuneration

The Facilities Manager's remuneration for the first year of the initial agreement under this clause 12 must not exceed $105,000. The remuneration of the Facilities Manager for the second and subsequent years of the initial agreement (and for any further agreement) may be the amount determined by the Committee (acting reasonably).

12.5 Agreements by Members in their capacity as Owners Corporations

An agreement entered into by the Committee under this clause 12 may also include duties remuneration and other arrangements agreed between a Facilities Manager and a Member (for example, if the Member is an Owners Corporation in its capacity as an owners corporation instead of in its capacity as a member of the Committee). These duties, remuneration and other arrangements must be dealt with separately in the agreement to the Facilities Manager's duties and remuneration and other arrangements agreed between the Facilities Manager and the Committee.

13 Insurance requirements

13.1 Statutory and other required insurance

The Committee must effect and maintain building insurance for North Precinct in accordance with the Management Act. In addition, the Committee must effect and maintain:

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:31 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) machinery breakdown insurance for Shared Facilities plant and equipment that is not covered under warranty (except for plant and equipment solely used by one Member); and

(b) public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by the Management Act for a public liability policy effected by an owners corporation; and

(c) any insurance required by law including (where relevant) workers compensation insurance; and

(d) enough insurance cover to pay for increased costs during the period of insurance.

13.2 Optional insurances

The Committee may effect other types of insurance including office bearers liability insurance for its Officers.

13.3 Proceeds of building insurance claims

The Committee must:

(a) apply any payments it receives under the building policy for North Precinct to rebuild or reinstate the damaged areas of North Precinct; and

(b) rebuild or reinstate the damaged part of North Precinct within a reasonable time.

See clause 28.3 ("Proceeds of building insurance claims") regarding the obligations of Members if they receive a payment under the building policy for North Precinct.

13.4 Valuations

The Committee must have the North Precinct valued for insurance purposes at least every five years. During the Development Period, the Committee must have the North Precinct valued at the completion of each stage described in clause 3.1. The valuation must be done by a qualified valuer or quantity surveyor who has a minimum of five years experience and experience in valuing for insurance purposes buildings like North Precinct.

13.5 When to carry out the first valuation

The Committee must have the first valuation carried out within six months after this management statement is registered unless, the Developer has already carried out a valuation up to three months before the date of registration of this management statement and provided it to the Committee.

13.6 Building sum insured

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

13.7 Regular review of insurances

Each year the Committee must:

(a) review its current insurance policies; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:32 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) decide whether it needs new policies and, if so, effect those policies; and

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

13.8 Insuring for new risks

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

13.9 Insurance records

The Committee must provide a certificate of currency to each Member after it renews an existing policy, alters an existing policy or effects a new policy.

14 Keeping records

14.1 Obligations of the Committee

The Committee must keep records according to this clause 14 relating to the exercise of its functions.

14.2 Which records must the Committee keep?

Records which the Committee must keep include:

(a) an up-to-date copy of this management statement; and

(b) an up-to-date copy of the Co-operative Rules and the North Precinct Carpark Umbrella Deed (if applicable) and where applicable, the Council Deed; and

(c) its agreements with the Strata Manager, Facilities Manager and Service Contractors; and

(d) an up to date roll containing the names, addresses and other contact details for each Member, Representative and Substitute Representative; and

(e) Appointment Forms and Membership Forms; and

(f) notices and minutes of Meetings and Emergency Meetings; and

(g) voting papers and Proxy Forms for Meetings and Emergency Meetings; and

(h) financial statements; and

(i) copies of Outstanding Levy Certificates; and

(j) audit reports; and

(k) budgets; and

(l) notices served on the Committee; and

(m) correspondence sent to and by the Committee; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:33 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(n) insurance records including duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances; and

(o) the Shared Facilities Register; and

(p) all other records relating to the administration and operation of North Precinct by the Committee.

14.3 How long are records kept?

The Committee must keep copies of its records for at least the period required under the Management Act for records of an owners corporation.

15 Inspecting the Committee's records

15.1 Who is entitled to inspect the records?

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

15.2 What is the procedure?

The procedure for inspecting the records of the Committee is:

(a) the applicant must apply in writing to the Secretary; and

(b) the applicant must pay the Committee an inspection fee of $30 for the first hour of the inspection and $15 for each half hour after that (or any other amount the Management Act specifies for the inspection of the records of an Owners Corporation).

15.3 Time for the inspection

The Secretary must allow an applicant to inspect the Committee's records within 10 Business Days after the applicant makes a written application and pays the inspection fee.

15.4 Taking copies of records

The applicant may take extracts from or copy the records (at their cost). The applicant cannot remove the records unless the Secretary agrees.

16 Providing Outstanding Levy Certificates

16.1 Who may apply for a certificate?

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

16.2 Procedure to obtain a certificate

The procedure for obtaining an Outstanding Levy Certificate is:

(a) the applicant must apply in writing to the Treasurer; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:34 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) the applicant must pay the Committee a fee of $107 (or any other amount the Management Act specifies for a certificate under section 109 of the Management Act).

16.3 Information to be included in a certificate

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

(a) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are; and

(b) the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are; and

(c) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions; and

(d) any amount recoverable for work carried out by the Committee according to clause 18 ("Committee's power to do work in an emergency"); and

(e) any amount and rate of interest payable to the Committee under this management statement; and

(f) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.

16.4 When must the certificate be given?

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

16.5 Certificate is evidence of matters in it

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

17 Committee's power to gain access to Shared Facilities

17.1 General requirement

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

17.2 What are the powers of the Committee?

Subject to this clause 17, the Committee has the power to gain access to a Lot and Common Property in order to:

(a) operate, test, use, maintain, repair or replace Shared Facilities (for example, the integrated fire system for North Precinct or Fire Safety Devices); and

(b) exercise its rights and comply with its obligations under this management statement.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:35 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

17.3 Access requirements

To enable the Committee to exercise its rights under this clause 17 and subject to clause 17.4 ("Notice requirements"):

(a) if you are an Owners Corporation, you must give the Committee access to your Common Property; and

(b) if you are an Owner or Occupier, you must give the Committee access to your Lot

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

17.4 Notice requirements

The Committee must give you reasonable notice before it requires access to your part of North Precinct. However, in an emergency the Committee is not required to give you notice.

17.5 Paying costs

The Committee must pay the costs it incurs when it gains access to parts of North Precinct under this clause 17.

17.6 Rectifying damage

When it exercises its rights or complies with its obligations under this clause 17, the Committee must promptly rectify any damage it causes to your part of North Precinct and leave your part of North Precinct clean and tidy.

17.7 Sole user

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

18 Committee's power to do work in an emergency

18.1 Committee may do anything

In an emergency, the Committee may do anything in North Precinct which you should have done under this management statement but which, in the Committee's reasonable opinion, you have not done or have not done properly.

18.2 Entering parts of North Precinct

To exercise its rights under clause 18.1 ("Committee may do anything"), the Committee may enter your part of North Precinct and stay there for as long as necessary and do what is required to deal with the emergency.

18.3 What are your obligations?

If the Committee carries out work under clause 18.1 ("Committee may do anything"), you must pay it its reasonable costs for carrying out the work you should have carried out. The Committee must give you the information you reasonably require about the costs it has incurred.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:36 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

18.4 Damages

The Committee is not liable for damage arising out of exercising rights under clause 18.1 ("Committee may do anything") except for damage it causes maliciously or negligently.

18.5 Sole user

If you are the sole user of a Shared Facility you may exercise the rights, and are bound by the obligations, of the Committee under clause 18.

18.6 References to the Committee

In this clause 18, references to the Committee include persons authorised by the Committee and Service Contractors appointed by the Committee.

19 Committee's power to act on behalf of the Members

19.1 Acting as agent

Each Member agrees that the Committee or a person appointed by the Committee (which may be the Co-operative) may act as agent for all the Members and take legal proceedings if:

(a) a Member does not pay Administrative Fund or Sinking Fund contributions or does not comply with its obligations under this management statement or the Rules; or

(b) an Owner or an Occupier does not comply with their obligations under this management statement or the Rules.

19.2 Appointment as agent and attorney

Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee (which may be the Co-operative) to take any action authorised by Resolution.

19.3 Legal proceedings by a Member

This clause 19 does not prevent a Member from taking legal proceedings in its own name.

20 Consents by the Committee

20.1 How may consent be given?

The Committee may give consents under this management statement only at a Meeting or an Emergency Meeting.

20.2 Conditional consent

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

20.3 Revoking consent

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:37 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

The Committee may revoke its consent if you do not comply with any conditions imposed under the Committee's consent or the clause of this management statement under which the Committee granted the consent.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:38 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

Part 3

Rights and obligations of Members, Owners and Occupiers

21 What are the rights and obligations of Members?

21.1 General obligations

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

(a) act reasonably and in good faith in your dealings with the Committee, other Members, Owners and Occupiers; and

(b) promptly comply with your obligations under this management statement, the Management Act and the Development Act; and

(c) promptly comply with your obligations under the Rules and the North Precinct Carpark Umbrella Deed (if any); and

(d) ensure, as far as is reasonable, that North Precinct is efficiently managed to a standard appropriate to its permitted uses; and

(e) promptly pay your Administrative Fund contributions, Sinking Fund contributions and other amounts you owe the Committee under this management statement; and

(f) effect and maintain the insurances required by the Management Act and this management statement; and

(g) ensure the Committee is properly constituted; and

(h) comply with decisions of the Committee; and

(i) comply with the Architectural Code and obtain all necessary consents under the Architectural Code before you carry out building or other works in North Precinct; and

(j) comply with Easements and make any payments you are required to make under the Easements, including easements, restrictions and covenants which apply to Co-operative Property (with which each Member must comply as a Member of the Co-operative); and

(k) comply with the Co-operative Rules and the directions of the Co-operative, including but not limited to the obligations to pay charges and subscription fees due to the Co-operative; and

(l) if required by the Developer or Council, promptly enter into a deed of assumption or accept novation (in your capacity as a member of the Committee) in respect of the Council Deed in accordance with the provisions of the Council Deed and comply with your obligations under the Council Deed (unless the relevant roads or accessways within North Precinct the subject of the Council Deed are Co-operative Property in

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:39 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

which case the Co-operative will be required to enter into the deed or accept novation).

21.2 Voting rights

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

21.3 Maintenance requirements

Subject to this management statement, if you are a Member you must at your own cost:

(a) maintain and keep in good repair the part of North Precinct that you own; and

(b) maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the part of North Precinct that you own; and

(c) maintain, inspect and operate plant and equipment owned or used exclusively by you to a standard recommended by the manufacturer or the applicable Australian standard.

21.4 Damage

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

22 Appointing a Representative and a Substitute Representative

22.1 Appointments generally

Subject to clause 22.2 ("Appointments by Owners Corporations"), if you are a Member:

(a) you must appoint a Representative to represent and vote for you at Meetings and Emergency Meetings; and

(b) you may appoint a Substitute Representative to represent and vote for you at Meetings and Emergency Meetings if your Representative cannot attend; and

(c) you may appoint new Representatives and Substitute Representatives at any time.

22.2 Appointments by Owners Corporations

If you are an Owners Corporation, you must appoint your Representatives and Substitute Representatives only according to the by-law for your Strata Scheme titled "Appointing a Representative and Substitute Representative".

22.3 Eligibility for appointment

Representatives and Substitute Representatives must be natural persons.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:40 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

22.4 Appointment Form

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

(a) you appoint a Representative or a new Representative; or

(b) you appoint a Substitute Representative or a new Substitute Representative; or

(c) the contact details for your Representative or Substitute Representative change.

22.5 When does an appointment become effective?

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

22.6 Proxies

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

22.7 Acts by Representatives and Substitute Representatives

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

23 Procedures when you become a Member or change your contact details

23.1 Purchasing a Stratum Lot

If you purchase or otherwise become an owner of a Stratum Lot, you must complete a Membership Form and serve it on the Committee within five Business Days after you become a Member. You become a Member on the date of the transfer to you of the Stratum Lot.

23.2 Leasing a Stratum Lot

If you lease or licence your Stratum Lot (or part of it), you must complete the part of the Membership Form dealing with new tenancies and serve it on the Committee within five Business Days after the lease or licence commences.

23.3 New Owners Corporations

When an Owners Corporation is created, it must complete a Membership Form and serve it on the Committee within 10 Business Days. An Owners Corporation is created on registration of a Strata Plan.

23.4 Changing parties to Service Contracts

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

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:41 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) transfer your Stratum Lot, you must procure the new Member for your Lot to become a party to all current Service Contracts from the date of the transfer; or

(b) subdivide your Stratum Lot (or part of it) by a Strata Plan, you must procure the new Owners Corporation to become a party to all current Service Contracts as soon as practicable after registration of the Strata Plan.

When you comply with your obligations under this clause 23.4, the Members release you from your obligations under the relevant Service Contract from the date the new Member becomes a party to the Service Contract (other than for liabilities which arose before that date). If you fail to comply with your obligations under this clause 23.4, you are responsible for any liability, loss, claim or damages sustained by the other Members as a result of your non-compliance.

23.5 Changing your contact details

If you are a Member, you must complete and serve a Membership Form on the Committee within five Business Days if:

(a) you change your name, address, telephone or fax number; and

(b) if the Occupier of your Stratum Lot (or part of it) changes their name, address, telephone number or fax number.

23.6 Obligations under the North Precinct Carpark Umbrella Deed

In the event that the Developer decides to apply an alternative form of subdivision for the North Precinct as described in clause 3.7 ("The Developer may change the subdivision method in its discretion"), it be important to the overall management and operation of the North Precinct Carpark that each Member be a party to, and be bound by, the North Precinct Carpark Umbrella Deed. To this end:

(a) if you are an Owners Corporation, you must become a party to and sign the North Precinct Carpark Umbrella Deed (or an acknowledgment document under any such North Precinct Carpark Umbrella Deed) as soon as practicable after registration of your Strata Plan; and

(b) if you are an Owner of a Stratum Lot, you must become a party to and sign the North Precinct Carpark Umbrella Deed (or an acknowledgment document under the North Precinct Carpark Umbrella Deed) within 10 Business Days after you become a Member; and

(c) if required by the North Precinct Carpark Umbrella Committee, you must enter into and sign an umbrella deed on the same terms and conditions as the North Precinct Carpark Umbrella Deed if membership of the North Precinct Carpark Umbrella Committee changes.

24 What are the obligations of Owners and Occupiers?

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

(a) promptly comply with your obligations under this management statement, the Management Act and the Development Act; and

(b) promptly comply with your obligations under the Rules; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:42 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) comply with decisions of the Committee; and

(d) comply with the Architectural Code and obtain all consents under the Architectural Code before you carry out building or other works in North Precinct; and

(e) comply with Easements; and

(f) comply with the Co-operative Rules; and

(g) where applicable, comply with the Council Deed;

(h) where applicable, comply with the North Precinct Carpark Umbrella Deed.

25 Owners Corporation meetings and by-laws

25.1 Meetings

Each Member which is an Owners Corporation must:

(a) notify the other Members of any general meetings or meetings of its executive committee if the business of the meeting involves this management statement or the other Members at least three Business Days before the meeting is scheduled to commence; and

(b) allow Representatives or Substitute Representatives of the other Members to attend those meetings; and

(c) allow the Representative or Substitute Representative of the other Members to address those meetings regarding matters affecting this management statement or the other Member.

25.2 By-laws and this management statement

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

25.3 By-laws and the Co-operative Rules

Each Member which is an Owners Corporation must not make by-laws that are inconsistent with the Co-operative Rules. If there is an inconsistency between the by-laws and the Co-operative Rules:

(a) the Co-operative Rules prevail to the extent of the inconsistency; and

(b) the relevant Member must amend the inconsistent by-law to make it consistent with the Co-operative Rules.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:43 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

26 Rights of access

26.1 General requirement

When a Member, Owner and Occupier exercise their rights to access parts of North Precinct, they must not interfere unreasonably with your lawful use of that area.

26.2 Access in an emergency

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

26.3 Access to Shared Facilities by the Committee

You must give the Committee access to operate, test, use, maintain, repair and replace Shared Facilities located in your part of North Precinct by the most direct route or by the route nominated by the Committee (acting reasonably). Clauses 17 ("Committee's power to gain access to Shared Facilities") and 18 ("Committee's power to do work in an emergency") apply.

26.4 Access to Shared Facilities by Members, Owners and Occupiers

You must give Members, Owners and Occupiers access to use Shared Facilities located in your part of the North Precinct:

(a) by the most direct route or by the route nominated by the Committee acting reasonably; and

(b) during the hours specified by this management statement or, if no time is specified, at all times.

26.5 No loading bays

There are no loading bays or loading docks in North Precinct.

26.6 Moving into and out of North Precinct

If you are moving into or out of North Precinct, you must do so from Chisholm Street, Spark Lane or Brodie Spark Drive.

26.7 Paying costs

You must pay all of your costs associated with gaining access to parts of North Precinct (unless the Committee is required to pay those costs under this management statement).

26.8 Rectifying damage

You must promptly rectify any damage you cause and leave the affected area of North Precinct clean and tidy when you exercise your rights of access.

26.9 Developer's rights

The Developer's rights to gain access to your part of North Precinct to carry out Development Works and Selling Activities are explained in part 7 ("Development Works, subdivisions and new management statements").

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:44 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

27 Carrying out works

27.1 Works in Stratum Lots

You may carry out works in your Stratum Lot without the Committee's consent provided that:

(a) you obtain all necessary consents from Government Agencies for the works; and

(b) the works comply with the Architectural Code; and

(c) the works do not affect Shared Facilities.

27.2 Works in Strata Lots

You may carry out works in your Strata Lot without consent from your Owners Corporation or the Committee provided that:

(a) you obtain all necessary consents from Government Agencies for the works; and

(b) the works comply with the Architectural Code; and

(c) the works do not affect Shared Facilities or Common Property.

27.3 Consenting to applications

You must not unreasonably withhold your consent to an application by a Member to a Government Agency for approval to carry out works.

27.4 Developer's rights

Clause 27.1("Works in Stratum Lots") and 27.2 ("Works in Strata Lots") do not apply to the Developer. The Developer's rights to carry out Development Works and Selling Activities are explained in part 7 ("Development Works, subdivisions and replacement management statements").

28 Obligations for insurance

28.1 Actions that may increase premiums

You may not do anything which might void or prejudice insurances effected by the Committee or increase an insurance premium payable by the Committee.

28.2 Paying for additional premiums

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

28.3 Proceeds of building insurance claims

If you are a Member, you must:

(a) apply any payments you receive under a building policy effected by the Committee under clause 13.1 ("Statutory and other required insurance")

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:45 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

to rebuild or reinstate the damaged areas of your part of North Precinct; and

(b) rebuild or reinstate your part of North Precinct within a reasonable time.

29 Fire safety and protection

29.1 What are your obligations?

You must:

(a) immediately notify the Committee of any defect in or damage to a Fire Safety Device which comes to your attention; and

(b) comply with laws about fire control; and

(c) notify the Committee if you change the lock on the entry door to your Lot.

29.2 Keeping flammable materials

You may keep flammable materials in your Lot (other than in a carspace) only if you use them in connection with the lawful use of your Lot and keep them in reasonable quantities according to the guidelines of Government Agencies.

29.3 Restrictions about fire safety

You must not:

(a) interfere with, obstruct or damage Fire Safety Devices; or

(b) do anything that will activate a Fire Safety Device unless there is a fire or other emergency in North Precinct; or

(c) keep flammable materials on Common Property or a Shared Facility unless that material is necessary for the operation of the Common Property or Shared Facility.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:46 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point
Part 4
Meeting procedures and resolutions

30 Meetings of the Committee

30.1 Types of meetings

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

30.2 Meetings

The Committee must convene a Meeting at least every six months or earlier if:

(a) the Committee resolves to hold the Meeting; or

(b) the Strata Manager decides it is necessary to have a Meeting (if the Committee has delegated that function to the Strata Manager); or

(c) a Member makes a written request to the Committee to convene a Meeting; or

(d) it is necessary to appoint a replacement Officer.

At a Meeting, the Committee may deal with matters which require a Resolution, Shared Facilities Resolution, a Developer Resolution or Unanimous Resolution.

30.3 Emergency Meetings

The Committee may convene an Emergency Meeting:

(a) if there is an emergency or other urgent matter that must be determined by the Committee; and

(b) if, in the reasonable opinion of the person convening the Emergency Meeting, it is impractical to wait the required notice period for a Meeting.

At an Emergency Meeting, the Committee may deal only with matters which require a Resolution.

30.4 Who convenes meetings?

A Meeting or an Emergency Meeting may be convened by:

(a) the Secretary or another Officer if the Secretary is absent or unable to convene the meeting; or

(b) the Strata Manager (if the Committee has delegated that function to the Strata Manager).

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:47 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

31 Notices and agendas for meetings

31.1 Information to be included in the notice

Each Member must be notified of any Meeting and, to the extent practicable, any Emergency Meeting. The notice must include the time, date and venue of the meeting and an agenda for the meeting.

31.2 Agenda for a Meeting

The agenda for a Meeting must:

(a) include the terms of motions for Resolutions, Shared Facility Resolutions, Developer Resolutions and Unanimous Resolutions for the matters to be dealt with at the Meeting; and

(b) clearly identify which motions require Resolutions, Shared Facility Resolutions, Developer Resolutions or Unanimous Resolutions; and

(c) include motions that any Member or Owner has requested the Committee in writing to include on the agenda for the next Meeting; and

(d) be accompanied by a copy of the minutes of the last Meeting and Emergency Meeting; and

(e) include a motion to adopt the minutes of the last Meeting and Emergency Meeting.

31.3 No voting on matters not on the agenda

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

31.4 Agenda for an Emergency Meeting

The agenda for an Emergency Meeting must include:

(a) details of the emergency and the actions proposed to be taken to deal with it; and

(b) include the terms of the motions for Resolutions to take those actions.

31.5 Information to be included in the notice of a Meeting to consider levy contributions

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

(a) the budget prepared by the Committee; and

(b) the current audit report prepared by the Committee according to clause 45 ("Preparing financial statements"); and

(c) the current audited financial statement prepared by the Committee according to clause 45.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:48 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

32 How to give notice of a meeting

32.1 How much notice is required for a Meeting?

If you convene a Meeting, you must give each Member at least 10 Business Days' notice of the Meeting.

32.2 How to serve notice of a Meeting

A notice for a Meeting must be served by:

(a) delivering it personally to the Member; or

(b) sending it to the Current Address of the Member; or

(c) sending it to the Current Fax Number of the Member;

(d) sending it to the Current Email Address of the Member; or

(e) a combination of the above methods.

32.3 Giving notice of an Emergency Meeting

If you convene an Emergency Meeting, you may:

(a) give each Member notice of the Emergency Meeting by the best method reasonably determined by you in the circumstances (for example, by telephone); and

(b) give the amount of notice of the Emergency Meeting reasonably determined by you in the circumstances.

32.4 How to service notice of an Emergency Meeting

A notice for an Emergency Meeting must be served by:

(a) delivering it personally to the Member; or

(b) contacting the Representative or Substitute Representative of the Member by telephone and reading them the notice for the Emergency Meeting; or

(c) a combination of the above methods.

33 Procedures for holding meetings

33.1 Conducting a Meeting or Emergency Meeting

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

33.2 Quorum for a meeting

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is the Representatives or Substitute Representatives of at least 2 Members.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:49 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

33.3 Failure to obtain a quorum

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

33.4 Notice of adjourned meetings

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

33.5 Quorums at adjourned meetings

A quorum at an adjourned Meeting or Emergency Meeting is either:

(a) the Representatives or Substitute Representatives of at least 2 Members; or

(b) the Representatives or Substitute Representatives present at the Meeting or Emergency Meeting within 15 minutes after the meeting is due to commence.

33.6 Determining a quorum

In determining whether there is a quorum under this clause 33, a person who is present at the Meeting or Emergency Meeting and entitled to vote as a Representative, Substitute Representative or a proxy must be counted.

33.7 Attendance at a Meeting

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

33.8 Special provisions for Meetings held in writing

The Committee may hold a Meeting in writing and Representatives and Substitute Representatives may vote in writing if the person who convenes the Meeting:

(a) serves notice of the Meeting according to this management statement; and

(b) gives each Member a voting paper with the notice for the Meeting; and

(c) receives the completed voting papers signed by the required Members or number of Members before the Meeting is due to commence.

33.9 How to cast a vote at an Emergency Meeting

A Member or Representative or Substitute Representative (as applicable) may cast a vote at an Emergency Meeting to the person who convened the meeting:

(a) by telephone; or

(b) personally; or

(c) by post or fax to the Current Address or Current Fax Number of the person.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:50 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

33.10 Minutes of meetings

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

34 Voting rights of Members

34.1 Voting rights of Members

Subject to this clause 34, you are entitled to vote at Meetings and Emergency Meetings only if you are a Member Entitled to Vote. Your Representative or Substitute Representative or their proxy may cast your vote.

34.2 Value of voting entitlements

This clause 34.2 is subject to the Developer's rights in clause 3.7 under this management statement to vary the subdivision pattern for North Precinct.

Subject to this clause 34 and to clause 37 ("Developer Resolutions at Meetings"), each Member has the following number of votes:

(a) As at the date of registration of this management statement:

(i) Arc Owners Corporation - one vote; and

(ii) the owner of Lot 555 – one vote; and

(iii) the Owner of Lot 556 - four votes; and

(iv) the Owner of the Lot 557 - three votes; and

it being the intention that each Member have a vote equivalent to the number of Members that will eventually derive from land owned by that Member.

(b) On registration of Strata Plans and Stratum Plans after registration of this management statement until conclusion of the Development Period:

(i) Arc Owners Corporation - one vote; and

(ii) each other Owners Corporation, - one vote; and

(iii) Co-operative – one vote; and

(iv) each owner of a Stratum Lot that is not a Development Lot, - one vote; and

(v) the Owner of any residue portion of Lot 556 which residue portion remains a Development Lot - five votes less the number of votes attributed to any Strata Plan or Stratum Plan derived from Lot 556; and

(vi) the Owner of any residue portion of Lot 557 which residue portion remains a Development Lot - three votes less the number of votes attributed to any Strata Plan or Stratum Plan derived from Lot 557; and

(c) at the conclusion of the Development Period, each Member has one vote.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:51 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

34.3 Instructions by a Member

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

34.4 Restrictions on voting

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

(a) the Chairperson does not have a casting vote; and

(b) the Strata Manager does not have a vote unless it is a Representative or a Substitute Representative (or a proxy); and

(c) the Facilities Manager does not have a vote unless it is a Representative or a Substitute Representative (or a proxy).

35 Appointing a proxy

35.1 Who may appoint a proxy?

You may appoint a proxy if you are:

(a) a Member; or

(b) a Representative or Substitute Representative if the Member which appointed you has authorised you to appoint a proxy according to clause 22.6 ("Proxies").

35.2 Who may be a proxy?

A proxy must be a natural person.

35.3 How to appoint

Subject to this clause 35, you may appoint a proxy at any time provided that:

(a) you make the appointment on a Proxy Form; and

(b) you and the proxy sign the Proxy Form; and

(c) you deliver the signed Proxy Form to the Strata Manager prior to the commencement of the first Meeting or Emergency Meeting at which the proxy may vote.

35.4 Instructions about voting

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

35.5 Restrictions on voting

Your proxy cannot vote at a Meeting or an Emergency Meeting if you (or your Representative or Substitute Representative cast a vote).

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:52 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

36 Resolutions at Meetings and Emergency Meetings

36.1 What is a Resolution?

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

36.2 Who may vote on a matter requiring a Resolution?

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

36.3 When is a Resolution passed?

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

36.4 Matters decided by Resolution

Subject to clause 37 ("Developer Resolutions at Meetings"), the matters which the Committee may determine by Resolution are:

(a) appointing or terminating the appointment of the Strata Manager after the conclusion of the Development Period; and

(b) appointing or terminating the appointment of the Facilities Manager after the conclusion of the Development Period; and

(c) appointing or terminating the appointment of a Service Contractor (or an agent of the Committee); and

(d) effecting insurances after the conclusion of the Development Period; and

(e) establishing the Administrative Fund and determining contributions for that fund; and

(f) establishing the Sinking Fund and determining contributions for that fund; and

(g) resolving any other matter which does not require a Shared Facility Resolution, a Developer Resolution or Unanimous Resolution.

37 Developer Resolutions at Meetings

37.1 What is a Developer Resolution?

The matters which the Committee may determine by Developer Resolution are:

(a) appointing or terminating the appointment of the Strata Manager during the Development Period; and

(b) appointing or terminating the appointment of the Facilities Manager during the Development Period; and

(c) effecting insurances during the Development Period; and

(d) restricting access to parts of North Precinct which are Development Lots and issuing Security Keys in relation to Owners and Occupiers of new Lots; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:53 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(e) adding to, extending or removing a Shared Facility during the Development Period; and

(f) matters affecting Shared Facilities during the Development Period which do not require a Unanimous Resolution; and

(g) permissions under the Architectural Code; and

(h) amending, adding to or repealing clause 44.2 - 44.9 ("Determining contributions") during the Development Period.

37.2 Who may vote on a Developer Resolution?

You are entitled to vote on a Developer Resolution if you are a Member Entitled to Vote. Your Representative or Substitute Representative or their proxy may cast your vote.

37.3 Value of voting entitlements for Developer Resolutions

This clause 37.3 is subject to the Developer's rights in clause 3.7 under this management statement to vary the subdivision pattern for North Precinct.

Subject to this clause 37, each Member has the following number of votes in respect of a Developer Resolution:

(a) As at the date of registration of this management statement:

(i) Arc Owners Corporation - one vote; and

(ii) the owner of Lot 555 – one vote; and

(iii) the Owner of Lot 556 - three votes; and

(iv) the Owner of the Lot 557 - three votes.

(b) On registration of Strata Plans and Stratum Plans after registration of this management statement until conclusion of the Development Period:

(i) Arc Owners Corporation - one vote; and

(ii) each other Owners Corporation, - one vote except for Shore where there is one vote for Shore East and one vote for Shore North; and

(iii) each owner of a Stratum Lot that is not a Development Lot, - one vote; and

(iv) the Owner of any residue portion of Lot 556 which residue portion remains a Development Lot - three votes; and

(v) the Owner of any residue portion of Lot 557 which residue portion remains a Development Lot - three votes.

37.4 When is a Developer Resolution passed?

A Developer Resolution is decided according to the majority of the value of votes calculated according to clause 37.3 ("Value of voting entitlements for Developer Resolutions") for or against the motion.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:54 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

37.5 Developer Resolutions cease to apply at the end of the Development Period

For the removal of doubt, no Resolution is a Developer Resolution once the Development Period concludes.

38 Shared Facility Resolutions at Meetings

38.1 Interpreting this clause

For the purposes of this clause 38, Shared Facilities do not include:

(a) insurances which the Committee must affect according to the Management Act and this management statement; or

(b) costs incurred by the Committee in relation to the Strata Manager, Facilities Manager or other Service Contractors.

38.2 Who may vote on a Shared Facility Resolution?

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

38.3 When is a Shared Facility Resolution passed?

A Shared Facility Resolution is decided according to the majority of the value of votes calculated according to clause 34.2 ("Value of voting entitlements") for or against the motion.

38.4 Matters decided by Shared Facility Resolution

Subject to the obligations of Members under part 7 ("Development Works, subdivisions and replacement management statements") and to clause 37 ("Developer Resolutions at Meetings"), the matters which the Committee may determine by Shared Facility Resolution are those matters affecting Shared Facilities after the conclusion of the Development Period which do not require a Unanimous Resolution.

39 Unanimous Resolutions at Meetings

39.1 Purpose of Unanimous Resolutions

Subject to this clause 39, Unanimous Resolutions generally relate to dealings with Shared Facilities.

39.2 Who may vote on a Unanimous Resolution?

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

39.3 When is a Unanimous Resolution passed?

A motion which requires a Unanimous Resolution is passed if no votes are cast against the motion.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:55 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

39.4 Matters decided by Unanimous Resolution

Subject to the obligations of Members under part 7 ("Development Works, subdivisions and replacement management statements"), the matters which the Committee may determine only by Unanimous Resolution are:

(a) matters required to be determined by all Members under section 28U of the Strata Schemes (Freehold Development) Act; and

(b) amending, adding to or repealing all or part of this management statement (including the schedules); and

(c) repaying surplus Administrative Fund contributions or Sinking Fund contributions; and

(d) adding to, extending or removing a Shared Facility after the conclusion of the Development Period; and

(e) amending, adding to or repealing clause 44.2-44.9 ("Determining contributions") after the conclusion of the Development Period; and

(f) any other matters which, according to this management statement, the Committee must determine by Unanimous Resolution.

40 Obligations of Members and Owners to implement resolutions

If you are a Member, you must agree to amend this management statement to reflect anything the Committee resolves to do by way of Resolution, Developer Resolution, Shared Facility Resolution or Unanimous Resolution. If you are an Owner, you must vote in favour of any resolution required to amend this management statement to reflect anything the Committee resolves to do by way of Resolution, Developer Resolution, Shared Facility Resolution or Unanimous Resolution.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:56 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point
Part 5
Financial management

41 What funds must the Committee establish?

41.1 Administrative Fund

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

41.2 Sinking Fund

The Committee must establish a Sinking Fund within one month after this management statement is registered. The Committee must use the Sinking Fund to pay for the renewal and replacement of Shared Facilities.

41.3 What money is paid into the Administrative Fund?

The Committee must pay into the Administrative Fund:

(a) Administrative Fund contributions; and

(b) payments the Committee receives for inspections of its records under clause 15 ("Inspecting the Committee's records"); and

(c) payments the Committee receives for providing Outstanding Levy Certificates; and

(d) amounts paid to the Committee by way of discharge of claims for insurances affected by the Committee; and

(e) payments the Committee receives under the Easements.

41.4 What money is paid into the Sinking Fund?

The Committee must pay into the Sinking Fund:

(a) Sinking Fund contributions; and

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

42 Financial Years

42.1 First Financial Year

The first Financial Year of the Committee commences on the date of registration of this management statement and ends on the date resolved by the Committee

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:57 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(which must not be more than 18 months after the date of registration of this management statement).

42.2 Subsequent Financial Years

Subsequent Financial Years commence at the expiration of the previous Financial Year and end on the date resolved by the Committee (which must not be more than 18 months after the expiration of the last Financial Year).

43 Preparing budgets

43.1 When to prepare budgets

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

43.2 What information must be included in a budget?

A budget must show:

(a) how much money the Committee estimates it will need during the Financial Year for the Administrative Fund and Sinking Fund;

(b) income the Committee estimates it will receive in the Financial Year for the Administrative Fund and Sinking Fund including any costs paid to the Committee under the Easement; and

(c) the proportion (and the amount) which each Member must contribute to each Shared Facility for the Financial Year.

43.3 How much to budget

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

44 Determining contributions

44.1 Levying Members

The Committee must levy Members the contributions it will need for its Administrative Fund and Sinking Fund for each Financial Year. The Committee may decide to levy contributions for a shorter or longer period provided that it prepares a budget for that period according to clauses 43.2 ("What information must be included in a budget") and 43.3 ("How much to budget").

44.2 What proportion of costs must you pay

If you are a Member, the proportion of Administrative Fund and Sinking Fund contributions you must pay is calculated by reference to the formula contained in schedule 1 ("Formula for contribution to Shared Facilities"). This clause 42.2 is subject to special rules relating to Co-Operative Shared Facilities which are set out in clause 44.3 ("Co-operative Shared Facilities").

The formula in schedule 1 is a dynamic formula and gives a different result over the duration of the Development Period as new Members are introduced on the completion of Development Works for each stage.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:58 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

44.3 Co-Operative Shared Facilities

The Co-Operative must pay for the cost of each Co-Operative Shared Facility.

44.4 Broken periods

Where there are changes in facts and circumstances that result in the formula in schedule 1 giving a different result (for example, as Development Works for a stage are completed and a new Owners Corporation becomes a new Member), the changed contributions resulting from the application of the formula in schedule 1 to the changed facts and circumstances shall apply to the next succeeding periodic contributions payable by Members and do not change the contributions applicable to the period during which the changes in facts and circumstances arise.

44.5 Procedures for determining contributions

When the Committee determines Administrative Fund and Sinking Fund contributions, it must determine whether you must pay the contributions in a lump sum or by instalments and the dates on which you must pay your contributions.

44.6 Determining the amount of contributions

The amount of contributions determined by the Committee:

(a) for the Administrative Fund, must be the amount determined by the Committee in the budget for the Administrative Fund; and

(b) for the Sinking Fund, must be the amount determined by the Committee in the budget for the Sinking Fund.

44.7 Insufficient funds

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

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

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

44.8 Budget where there are insufficient funds

Subject to clause 44.9 ("Determining contributions at an Emergency Meeting"), before the Committee determines an additional contribution it must prepare and adopt a budget for the period covered by the additional contribution.

44.9 Determining contributions at an Emergency Meeting

If the Committee proposes to raise an Administrative Fund or Sinking Fund contribution at an Emergency Meeting, the Committee need not prepare a budget for the contribution.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:59 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

45 Preparing financial statements

45.1 Obligations of the Committee

Within two months after the end of each Financial Year, the Committee must:

(a) have its accounts for that Financial Year audited by a qualified auditor; and

(b) prepare a financial statement for each of its accounts for that Financial Year.

45.2 Information to be included in a financial statement

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

(a) a statement of income and expenditure during the Financial Year; and

(b) the balance carried forward from the Financial Year; and

(c) particulars and amounts of each item of income during the Financial Year; and

(d) particulars and amounts of each item of expenditure during the Financial Year; and

(e) the cash in the fund at the end of the Financial Year; and

(f) the balance of the fund at the end of the Financial Year; and

(g) contribution arrears for each Member at the end of the Financial Year; and

(h) the amount of credit or debit in the fund at the end of the Financial Year; and

(i) any other relevant information.

46 Paying contributions

46.1 Notices of contributions

If you are a Member, the Committee must give you at least 20 Business Days' notice before your Administrative Fund or Sinking Fund contribution are due. The notice must show for each of the Administrative Fund and Sinking Fund:

(a) the total contribution to be raised; and

(b) the portion of the contribution which you must pay in accordance with clause 44 ("Determining contributions"); and

(c) the date by which you must make the payment.

46.2 Raising funds in an emergency

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

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:60 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

47 Banking money and interest on accounts

47.1 Establishing a bank account

The Committee must:

(a) establish and maintain a bank or building society account or accounts in the names of each Member; and

(b) deposit all contributions and other money paid to the Committee into its bank or building society accounts.

47.2 Withdrawing money

The Committee may only withdraw money from its accounts to comply with this management statement.

47.3 Trust account

Subject to clause 47.4 ("Interest bearing accounts"), the Committee may require any Strata Manager to deposit and hold its funds in a trust account established under the Property Stock and Business Agents Act 1941 (NSW).

47.4 Interest bearing accounts

The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may credit it to one of the accounts of the Committee or pay it to the Members according to clause 49 ("Dealing with surplus funds").

48 Late payments

48.1 Interest

If you are a Member, you must:

(a) pay the Committee interest on any amount you owe the Committee under this management statement but do not pay on time; and

(b) pay interest from (and including) the date on which the payment was due until the date it is paid.

48.2 Calculating interest

The Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the bank or building society of the Committee.

48.3 Certificates about interest rates

A certificate about interest rates given to you by the Committee's bank or building society is conclusive evidence of the interest rate in clause 48.2 ("Calculating interest").

48.4 Recovering unpaid contributions

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

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:61 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

49 Dealing with surplus funds

49.1 Distributing surplus funds

If there is surplus money in the Administrative Fund or Sinking Fund at the end of a Financial Year, the Committee may, by Unanimous Resolution, distribute it between the Members in shares decided by the Committee according to this clause 49.

49.2 Considerations

When deciding the shares for the distribution of surplus money according to this clause 49, the Committee must have proper regard to the proportions in which each Member contributed to the surplus funds.

50 Paying contributions when there is a Dispute

50.1 What are your obligations?

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

50.2 Continuing payments

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

50.3 Your rights are not affected

Your rights against the Committee are not affected if you continue to pay Administrative Fund and Sinking Fund contributions according to clause 50.2 ("Continuing payments").

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:62 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point
Part 6
Shared Facilities

51 Overview of Shared Facilities

51.1 What are they?

There are a number of facilities in North Precinct and services that are used by two or more Members or located on the land of a Member but used by another Member or Members. These facilities and services are called Shared Facilities.

51.2 What do Shared Facilities include?

Subject to clause 51.5 ("Availability of Shared Facilities"), Shared Facilities and costs for Shared Facilities include:

(a) the Shared Facilities in schedule 2 ("List of nominated Shared Facilities") that service or benefit more than one Member; and

(b) any part of North Precinct which gives access to and from a Shared Facility by the most direct route; and

(c) plant and equipment which constitute a Shared Facility; and

(d) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service a Member's part of North Precinct; and

(e) any rooms or areas in which Shared Facilities are located; and

(f) the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and

(g) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and

(h) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and

(i) the inspection of Shared Facilities (if applicable) by a Government Agency; and

(j) the certification of Shared Facilities for the purposes of any law.

51.3 How do I know if a facility or service is a Shared Facility?

Shared Facilities are defined flexibly, reflecting that they may vary from time to time as the North Precinct is developed in stages.

To enable Members and Owners and Occupiers to know what is and what is not a Shared Facility, the Committee must maintain as a part of the Committee's official records, and keep updated:

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:63 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) a list (the "**Shared Facilities Register**") of the facilities and services that the Committee decides is a Shared Facility; and

(b) a Shared Facilities Plan; and

(c) the proportional contribution that each Member must make from time to time under schedule 1 towards the costs of each Shared Facility, including details of each variable used in the application of the formula in schedule 1.

51.4 Developer to provide Shared Facilities information to the Committee

The Developer must give to the Committee from time to time:

(a) advice as to when any facility or service erected or installed by the Developer as a part of the Development Works is commissioned and becomes shared by or benefits more than one Member; and

(b) any information required to perform the calculations under schedule 1,

so that the Committee can keep the Shared Facilities Register up to date from time to time.

The inclusion of a Shared Facility and the proportional contribution towards the cost of a Shared Facility on the Shared Facilities Register is prima facie but not conclusive evidence of that fact.

51.5 Availability of Shared Facilities

As part of the Development Works for North Precinct, the Developer may add to and augment Shared Facilities during the development and subdivision of North Precinct without complying with clause 52 ("Changing and adding to Shared Facilities"). This means that not all of the Shared Facilities identified in schedule 2 ("List of Shared Facilities") and this clause 51 will be available for use when this management statement is registered. If you are entitled to use a Shared Facility, you may do so only after the Developer notifies the Committee, according to clause 61.7 ("Notice when Shared Facilities complete") that Development Works for the Shared Facility are complete.

See part 7 ("Development Works, subdivisions and replacement management statements") for more information.

51.6 Rights and obligations of the Committee

Subject to this management statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities. The Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities. See clause 8.3 ("Power to contract and make appointments").

51.7 Shared Facilities and Common Property

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

51.8 Shared Facilities and Stratum Lots

Some items in Stratum Lots are designated in this management statement as Shared Facilities. If you are the Owner of a Stratum Lot, you authorise the

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:64 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Committee to perform its functions and exercise its rights under this management statement in respect of those items.

51.9 Who may use Shared Facilities?

Members are entitled to use each Shared Facility which services that Member's Parcel or benefits that Member (when it becomes available for use according to this management statement). If a Member entitled to use a Shared Facility is:

(a) an Owners Corporation, the Owners and Occupiers of Strata Lots in the Strata Scheme for the Owners Corporation are entitled to use the Shared Facility; and

(b) the Owner of a Stratum Lot, the Occupiers of the Stratum Lot are entitled to use the Shared Facility.

51.10 When can you use Shared Facilities?

If you are entitled to use a Shared Facility, you may do so at all times unless this management statement specifies otherwise (see clause 51.12(a) in relation to Co-operative Shared Facilities).

Subject to clause 51.12, you may use Shared Facilities you are entitled to use as designated under clause 51.9 ("Who may use Shared Facilities?") in accordance with the following arrangements:

(a) your use is in common with other Members who are entitled to use that Shared Facility and is not exclusive use; and

(b) your use may not unreasonably exclude any other Members who are entitled to use that Shared Facility; and

(c) you may only use the Shared Facility for the use for which it is designed and installed and subject to the design and operational tolerances, methods and recommendations; and

(d) your use must not endanger the health or safety of any Owner, or safety of any Owner, Occupier or visitor to Discovery Point; and

(e) you must comply with the Rules (except in relation to Co-operative Shared Facilities) and the reasonable requirements from time to time of the Committee.

51.11 Easements

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

51.12 Co-operative Shared Facilities

(a) The Co-operative Rules include rules relating to persons who can access and use Co-operative Shared Facilities.

(b) The Committee acknowledges that the Co-operative is responsible for the costs of the Co-operative Shared Facilities and accordingly it will take into account the wishes of the Co-operative in carrying out its obligations under the management statement.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:65 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) The rules relating to the use of the Co-operative Shared Facilities are set out in the Co-operative Rules.

52 Changing and adding to Shared Facilities

52.1 Interpreting this clause

This clause 52 is subject to the Developer's rights to carry out Development Works, clause 37 ("Developer Resolutions at Meetings") and clause 51.5 ("Availability of Shared Facilities").

52.2 Decisions regarding Shared Facilities

The Committee may, by Unanimous Resolution:

(a) add Shared Facilities; and

(b) create new Shared Facilities; and

(c) change or extend existing Shared Facilities; and

(d) change the use of Shared Facilities; and

(e) modify or replace Shared Facilities; and

(f) remove redundant Shared Facilities.

52.3 Obligations of Members and Owners

If you are a Member, you must agree to amend schedule 1 to reflect anything the Committee resolves to do under this clause 52. If you are an Owner, you must vote in favour of any resolution required to amend schedule 1 to reflect anything the Committee resolves to do under this clause 52.

52.4 Changing the costs for Shared Facilities

Subject to clauses 52.6 and 52.7, the Committee may, by Shared Facility Resolution, change costs, add new costs or adjust the division of costs for Shared Facilities in schedule 1.

52.5 Reasons for exercising powers

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

(a) the costs for Shared Facilities will be more fairly divided; and

(b) the fairness of the division of costs is supported by at least one expert consultant report (unless all Members entitled to vote agree to waive this requirement).

52.6 Metering

The Committee must:

(a) ensure that the Shared Facilities whose costs can be apportioned on a metered or measured usage basis are separately metered or measured to the extent reasonably practicable (having regard to the cost of implementing any such metering or measurement systems) in order to

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:66 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

determine the relative usage by each Member of the relevant Shared Facility; and

(b) resolve to change the apportionment of costs for a Shared Facility if a metering or measurement system is able to be adopted in accordance with clause 52.6 (a).

52.7 Initial review of allocation of costs

The Committee must one year after the end of the Development Period engage an expert to prepare a report reviewing the cost allocation of the Shared Facilities to ensure that the allocation of costs is fair. If the expert report recommends that the cost of a Shared Facility should be changed having regard to information available, then the Committee must adopt the recommendation of the expert and amend Schedule 1 accordingly. Any change to allocation of costs of Shared Facilities will apply from the date the recommendation is adopted.

52.8 Periodic review

(a) The Committee must review the allocation of costs for Shared Facilities:

(i) every five years; and

(ii) as soon as practicable after any change in the Shared Facilities (including any change of use of the Shared Facilities),

to ensure that the allocation of costs remains fair.

(b) If following the review the Committee determines that costs for a Shared Facility will be more fairly divided, the Committee must engage an expert to prepare a report on the allocation of the costs of that Shared Facility. If the expert report recommends that the cost of a Shared Facility should be changed, then the Committee must adopt the recommendation of the expert and amend Schedule 1 accordingly. Unless a dispute notice is served, any change to the allocation of costs of Shared Facilities will apply from the date the recommendation is adopted.

(c) A party can serve a dispute notice under clause 65.3 ("Dispute Notice") if that party disputes the report from the expert in which case the dispute resolution provisions in clause 65 ("How to resolve Disputes") will apply to determine the apportionment of costs with respect to the relevant Shared Facility.

53 Using approved contractors

53.1 Overview

Many of the Shared Facilities in North Precinct are highly technical and affect other components in the development. As a result:

(a) Shared Facilities, building works and services must be maintained to a high standard; and

(b) only contractors approved by the Committee may do structural building works and maintain or replace Shared Facilities (except for a Shared Facility that is only used by one Member).

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:67 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

53.2 Obligations of the Committee

The Committee must appoint and make sure that contractors approved by it are available to maintain Shared Facilities and carry out structural building works and give each Member a list of current approved contractors.

53.3 Obligations of Members, Owners and Occupiers

You must use approved contractors for all work described in this clause 53.

54 Damage to Shared Facilities

54.1 What are your obligations?

You must:

(a) immediately notify the Committee if you know about damage to or a defect in a Shared Facility; and

(b) compensate the Committee for any damage to Shared Facilities caused by you, your visitors or persons doing work in North Precinct on your behalf.

54.2 No interference

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

55 Restricting access to parts of North Precinct and issuing Security Keys

55.1 Restricting access to parts of North Precinct

Subject to this management statement and the Easements, the Committee may:

(a) restrict by Security Key access to the carpark levels of any part of North Precinct; and

(b) close off or restrict access to parts of North Precinct that you do not use to get to your Lot or Common Property; and

(c) restrict access to Shared Facilities.

55.2 Provision of Security Keys

The Committee must provide:

(a) each Member with a Security Key to access the carpark and their component of North Precinct; and

(b) each Owner and Occupier of Lot with a Security Key to access their Lot

but only if that access is controlled by the integrated security system for North Precinct.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:68 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

55.3 Charging fees for Security Keys

The Committee may charge you a fee or bond if you want additional or replacement Security Keys.

55.4 Your rights and obligations

You must:

(a) take all reasonable steps not to lose a Security Key; and

(b) return Security Keys to the Committee if you do not need them; and

(c) notify the Committee immediately if you lose a Security Key; and

(d) comply with the reasonable instructions of the Committee about Security Keys including, about re-coding and returning Security Keys.

55.5 Some prohibitions

You must not:

(a) copy a Security Key; or

(b) give a Security Key to someone who is not a Member, an Owner or an Occupier; or

(c) interfere with or shut down any part of the integrated security system for North Precinct without the Committee's consent; or

(d) if you are an Owners Corporation, restrict access to Common Property or Shared Facilities in your Strata Scheme without the Committee's consent.

55.6 Who owns Security Keys?

Security Keys belong to the Committee.

55.7 Managing the Security Key system

The Committee has the power to:

(a) re-code Security Keys; and

(b) require you to promptly return your Security Keys to the Committee to be re-coded; and

(c) enter into agreements with third parties about the provision and management of Security Keys and the management of security systems generally.

56 Carpark Accessway

56.1 Rights of the Committee

The Committee may:

(a) impose a speed limit for traffic in the Carpark Accessway; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:69 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) impose reasonable restrictions on the use of the Carpark Accessway; and

(c) install speed humps, signs and other traffic control devices in the Carpark Accessway; and

(d) install directional and parking signs in the Carpark Accessway (including directional signs to the bicycle parking).

56.2 Complying with requirements

You must comply with any speed limits, restrictions or other requirements of the Committee made according to clause 56.1 ("Rights of the Committee") for the use of the Carpark Accessway.

56.3 No parking on Carpark Accessway

You must not park or stand a motor vehicle on the Carpark Accessway other than according to this management statement or the by-laws for your Strata Scheme.

57 Bicycle Parking

57.1 Use

Bicycle Parking is available for use by Members, Owners, Occupiers and their invitees within each Strata Scheme.

57.2 Requirements

When you use the Bicycle Parking, you may lock or secure your bicycle or motorcycle provided that you do not permanently secure a locking or security device to any part of the Bicycle Parking.

57.3 Committee not responsible

The Committee is not responsible for the safety or security of your bicycle or motorcycle when you use the Bicycle Parking.

58 Garbage storage and removal

58.1 Requirements for Residential Buildings

If you are an Owner or Occupier of a Lot in a residential Member's Parcel:

(a) you must:

(i) drain and securely wrap you household garbage and place it in the Common Property garbage chute on your level of your Strata Scheme; and

(ii) place your recyclable materials in the Common Property garbage chute room on your level of your Strata Scheme (or in another area nominated for that purpose by the Committee or your Owners Corporation); and

(iii) drain and clean bottles and, if required by Council or the relevant garbage contractor, remove labels, and make sure the bottles

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:70 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

are not broken before you place them in the receptacles for that purpose in a Common Property garbage chute room; and

(iv) recycle your garbage according to instructions from the Committee; and

(b) you must not:

(i) put bottles or glass in a garbage chute; or

(ii) put liquids in a garbage chute; or

(iii) put items that weigh more than 2.5 kilograms in a garbage chute; or

(iv) put boxes or large items in a garbage chute that may block the chute.

58.2 Obligations of Owners Corporation for Residential Buildings

The Owners Corporation for any Member's Parcel that is used for residential purposes must arrange for the collection of garbage and recyclable materials from each garbage chute or recycling room in that Member's Parcel and transport them to the Waste Facility on days which are determined by the Committee.

58.3 Requirements for Retail

If you are an Owner or Occupier within a Retail Component you must transport your garbage and recyclable materials to the garbage rooms within a Retail Component and store them in the area designated for that purpose.

58.4 Requirements for Commercial Component

If you are an Owner or Occupier within a Commercial Component you must transport your garbage and recyclable materials to the garbage rooms within a Commercial Component and store them in the area designated for that purpose.

58.5 General obligations of Owners and Occupiers

In addition to your other obligations under this clause 58:

(a) you must not place or store garbage or recyclable materials on Common Property (or another area outside your Lot) other than in garbage rooms which you are entitled to use; and

(b) you must not place or store garbage or recyclable materials in a carspace or on a Balcony; and

(c) you must contact the Committee to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that the Committee will not remove as part of its normal garbage and removal function; and

(d) you must immediately clean up any garbage you spill outside your Lot and clean the affected area.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:71 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

59 Carwash Bay

59.1 Hours of use

You may use the Carwash Bay during the hours nominated by the Committee.

59.2 Conditions for use

When you use the Carwash Bay, you must:

(a) not unreasonably obstruct access to the Carpark Accessway or other Shared Facilities; and

(b) turn off all taps you have used and leave the Carwash Bay clean and tidy; and

(c) comply with the reasonable requirements of the Committee about using the Carwash Bay.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:72 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point
Part 7
Development Works, subdivisions and replacement management statements

60 Interpreting this part

60.1 Developer's rights

This part 7, and the rights of the Developer under it, apply despite any other provisions in this management statement.

60.2 References to the Developer

In this part 7, references to the Developer include all persons authorised by the Developer.

61 Development Works

61.1 Developer's rights

The Developer may carry out Development Works in the North Precinct and is not required to obtain consent from you or the Committee to do so.

61.2 Consents from Government Agencies

The Developer must obtain all necessary consents from Government Agencies to carry out Development Works. Clause 61.6 ("Development Works Applications") applies.

61.3 Access arrangements

The Developer may gain access to parts of the North Precinct to carry out Development Works via Shared Facilities and Common Property, including the Carpark Accessway. If the Developer requires access to your part of North Precinct (other than a Shared Facility) to carry out Development Works:

(a) the Developer must provide you with reasonable notice (except in an emergency when no notice is required); and

(b) you must act reasonably and provide the Developer with access.

61.4 Works affecting Shared Facilities

The Developer may install new Shared Facilities as part of the Development Works. The Developer may also:

(a) temporarily disconnect existing Shared Facilities as part of the Development Works; and

(b) augment existing Shared Facilities as part of the Development Works; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:73 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) relocate existing Shared Facilities.

In addition to its obligations under clause 61.3 ("Access arrangements"), the Developer must provide you with reasonable notice before it temporarily disconnects an existing Shared Facility which you are entitled to use (except in an emergency when no notice is required).

61.5 Rectifying damage

The Developer must promptly rectify any damage it causes to your Stratum Lot or Strata Scheme as a result of carrying out Development Works.

61.6 Development Works Applications

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

61.7 Notice when Shared Facilities complete

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

62 Selling Activities

62.1 Developer's rights

The Developer may carry out Selling Activities in North Precinct and is not required to obtain consent from you or the Committee to do so.

62.2 Consents from Government Agencies

The Developer must obtain all necessary consents from Government Agencies to carry out Selling Activities. Clause 62.5 ("Selling Activity Applications") applies.

62.3 Access arrangements

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

62.4 Rectifying damage

The Developer must promptly rectify any damage it causes to your Stratum Lot or Strata Scheme as a result of carrying out Selling Activities.

62.5 Selling Activities Applications

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

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:74 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

63 Subdivisions and consents

63.1 Acknowledgements about subdivisions and their effect on this management statement

You acknowledge that:

(a) when the Developer subdivides any part of North Precinct by a Strata Plan and/or Subdivision Plan, it may be necessary to amend this management statement or replace it with a new strata management statement; and

(b) it may be necessary to amend or replace this management statement with a new management statement if, as a result of Development Works or the registration of Strata Plans and/or Subdivision Plans:

(i) the Members contemplated in this management statement change; or

(ii) the subdivisions contemplated in this management statement change; and

(c) North Precinct may be subdivided in stages over several years; and

(d) the Developer may carry out Development Works and register Strata Plans and/or Subdivision Plans in stages over several years.

63.2 Obligations of Owners

You consent under 28V of the Development Act to do all things that the Developer or the Owner of a Stratum Lot requires, to permit registration of a Strata Plan for a Stratum Lot in North Precinct, and any necessary strata management statement or amendments to this management statement. Further, if required by the Developer, you must consent to registration of one or more Subdivision Plans for parts of North Precinct unless the proposed subdivision would detrimentally and substantially affect your use of Shared Facilities.

63.3 Obligations of Owners of Strata Lots

If you are the Owner of a Strata Lot in North Precinct, you must vote in favour of any motion submitted to your Owners Corporation to give effect to clause 63.2 ("Obligations of Owners").

63.4 Repealing this management statement

These provisions apply if a new strata management statement is to be registered for North Precinct according to this clause 63:

(a) Members must vote in favour by way of a Unanimous Resolution to repeal this management statement; and

(b) Owners and Occupiers must give any consents required to repeal this management statement.

63.5 Subdivisions and Easements

It may be necessary or desirable for the Developer to:

(a) create new Easements with a Strata Plan and/or Subdivision Plan; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:75 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) vary existing Easements with a Strata Plan and/or Subdivision Plan; and

(c) extinguish existing Easements with a Strata Plan and/or Subdivision Plan; and

(d) replace existing Easements; and

(e) do any of the things in (a) to (d) if required by Government Agencies.

You must:

(f) consent to the creation of new Easements if they do not detrimentally affect the use of your Lot to a substantial extent; and

(g) consent to the extinguishment or variation of existing Easements if the extinguishment or variation does not detrimentally affect the use of your Lot to a substantial extent; and

(h) despite (f) and (g), consent to any of the things in (a) to (d) if those things are required by any Government Agency; and

(i) consent to replacement Easements if the replacement Easement is on terms no more onerous to you than the existing Easement.

63.6 Endorsement of consent

You must, subject to this clause 63:

(a) promptly sign all documents contemplated in this clause 63 if required by the Developer; and

(b) subject to clause 63.4 ("Repealing this management statement"), promptly sign all documents required by the Developer to repeal this management statement; and

(c) promptly produce to the Registrar-General the certificate of title for your Lot if the Developer notifies you that production of the certificate of title is necessary to enable registration of all documents contemplated in this clause 63 and

(d) do the things in this clause 63 more than once if required by the Developer.

63.7 Costs

The Developer agrees to pay your reasonable costs under clause 63.6 ("Endorsement of consent).

64 Effect of registering a new management statement

64.1 Statement continuation of provisions

The following provisions apply if a new strata management statement or amendment to this management statement is registered:

(a) Service Contracts entered into by the previous Committee continue to apply; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:76 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) each new Member must become a party to each current Service Contract; and

(c) Rules continue to apply; and

(d) the Officers of the previous Committee continue to hold office (until they vacate or are dismissed from their position); and

(e) clause 16.5 ("Certificate is evidence of matters in it") continues to have effect in respect of Outstanding Levy Certificates issued before registration of the new strata management statement; and

(f) consents given by the Committee according to clause 20 ("Consents by the Committee") continue to apply; and

(g) Resolutions, Shared Facility Resolutions, Developer Resolutions and Unanimous Resolutions continue to apply; and

(h) bank accounts established by the Committee in the names of the Members continue to operate; and

(i) the contractors approved by the Committee under clause 52.4 ("Using approved contractors") continue to apply; and

(j) all consents and approvals under this part 7 continue to apply.

64.2 Financial statement

Immediately before a new strata management statement is registered, the Committee must:

(a) have its accounts audited by a qualified auditor; and

(b) prepare and provide to each Member a financial statement for each of its accounts (from the date of the last financial statement) which contains the information in clause 45.2 ("Information to be included in a financial statement").

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:77 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point
Part 8
Miscellaneous

65 How to resolve Disputes

65.1 Interpretation

For the purpose of this clause 65, "party" or "parties" means the party or parties to a Dispute. The party or parties to a Dispute may be the Committee, a Member, an Owner or an Occupier.

65.2 Resolution of Disputes

The parties to a Dispute must endeavour in good faith to resolve their Dispute before taking action under this clause 65.

65.3 Dispute Notice

A party may give another party a Dispute notice if they are unable to resolve their Dispute under clause 65.2 ("Resolution of Disputes"). In the Dispute notice the party must:

(a) describe what the Dispute is about; and

(b) identify the provisions of this management statement or the law that applies to the Dispute; and

(c) state the position of the party; and

(d) set out the facts and other circumstances on which the party relies; and

(e) attach copies of correspondence and other documents mentioned in the Dispute notice.

65.4 Negotiation

Within 10 Business Days after a party gives a Dispute notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

(a) at 2.00 pm on the day which is 10 Business Days after the Dispute notice was given; and

(b) at North Precinct or by telephone conference.

65.5 Referring a Dispute to expert determination

If the parties cannot resolve their Dispute by negotiation, a party may give a determination notice requiring the parties to refer the Dispute to an independent expert for determination and appoint an expert to determine the Dispute.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:78 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

65.6 Appointing an expert

If the parties cannot agree on an expert within five Business Days after a party gives a determination notice, a party may ask the chairperson of Strata Community Australia (NSW) to appoint an appropriate expert having regard to the nature of the Dispute and determine the remuneration of the expert.

65.7 Instructions to the expert

The parties must instruct the expert to:

(a) act as an expert and not as an arbitrator; and

(b) determine the rules for the conduct of the expert determination; and

(c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

65.8 Conducting expert determination

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

65.9 Expert determination

The expert:

(a) is not bound to observe the rules of natural justice or the rules of evidence; and

(b) may obtain and refer to documents and information not provided by the parties; and

(c) must determine the Dispute and give written reasons for the determination within one month after being appointed.

65.10 Binding effect

The expert's determination is final and binding on the parties to the Dispute without appeal so far as the law allows.

65.11 Expert determination about Shared Facility costs

If a Dispute about the proportion of a Member's cost for a Shared Facility is determined under this clause 65, the expert who determines the Dispute must determine any adjustments the Member or the Committee must pay.

65.12 Costs

The parties to the Dispute must equally share the costs for expert determination of their Dispute (unless the expert decides otherwise) and pay their costs in connection with the Dispute.

65.13 Tribunal

If the parties cannot not agree on an expert within five Business Days after a party gives a determination notice and the Dispute does not relate to costs of Shared Facilities, despite clause 65.6 ("Appointing an expert") a party can instead make an application for mediation of the Dispute by the secretary under

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:79 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

section 219 of the Strata Schemes Management Act 2015 (NSW). If the parties are unable to reach an agreement regarding the Dispute, a party can make an application to the Tribunal and each party must provide their consent to determination of the dispute by the Tribunal.

66 How to serve notices

66.1 Methods of serving notices

A notice must be:

(a) delivered personally to the addressee; or

(b) left at the Current Address of the addressee; or

(c) sent by pre-paid ordinary post to the Current Address of the addressee; or

(d) sent to the Current Fax Number of the addressee; or

(e) sent by email to the Current Email Address of the addressee (if email is a permitted form of communication).

66.2 When does a notice take effect?

A notice takes effect from the time it is received unless a later time is specified.

66.3 Receipt - post

If sent by post, a notice is taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

66.4 Receipt - fax

If sent by fax, a notice is taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

66.5 Receipt-email

If sent by email, a notice is taken to be received:

(a) when the sender receives an automated message confirming delivery; or

(b) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

66.6 Communication by email

Only notices of meetings under clause 32 can be sent by email. Email is not a permitted form of service of notices or communication.

66.7 Form of notices

Unless stated otherwise in this management statement, all notices, certificates, consents and other communications in connection with this management

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:80 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

statement must be in writing, signed by the sender (if an individual) or an authorised officer of the sender.

66.8 Receipt - general

Despite clause 66.3 ("Receipt - post") and clause 66.4 ("Receipt - fax"), if a notice is received after 5.00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00am on the next Business Day.

66.9 Notices to the Committee

A notice (or other document) intended for the Committee must be served in accordance with the methods provided under clause 66.1 ("Methods of serving notices") to the Strata Manager, or if the Committee has not appointed a Strata Manager, the Chairperson.

67 GST

67.1 Amounts are exclusive of GST

Unless otherwise expressly stated, all amounts payable under or in connection with this management statement are expressed to be exclusive of any amount of GST.

67.2 Obligation to pay GST

Where GST is imposed on any supply made under or in connection with this management statement by one party ("the supplying party") to another party ("the receiving party"), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

67.3 Differences in amounts

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

67.4 Reimbursement

Where one party ("payer") is liable to reimburse another party ("payee") for any expenditure incurred by the payee ("Expenditure"), the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this clause 67.

68 General

68.1 Discretion in exercising rights

The Committee, a Member or an Owner may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (unless this management statement expressly states otherwise), including by imposing conditions.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:81 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

68.2 Partial exercise of rights

If the Committee, a Member, an Owner or an Occupier do not exercise a right or remedy fully or at a given time, they may still exercise it later.

68.3 Approvals and consents

By giving its approval or consent, the Committee, a Member or an Owner does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

68.4 Conflict of interest

The Committee, Members, Owners and Occupiers may exercise their rights and remedies under this management statement even if this involves a conflict of duty or a party has a personal interest in their exercise.

68.5 Remedies cumulative

The rights and remedies provided in this management statement are in addition to other rights and remedies given by law independently of this management statement.

68.6 Severability

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement. The remainder of this management statement has full force and effect unless the severance alters the basic nature of this management statement or is contrary to public policy.

69 Barbeque and podium areas in Marq

(a) The Members agree that the barbeque and podium areas which will form part of the common property of Buildings 11 and 12 and known as Marq ("**Marq**") is a Shared Facility use of which is shared between Marq and Building 13 ("**Icon**"). It is not a Co-operative Shared Facility. The costs of repairing, maintaining, replacing and cleaning these areas are shared between these Members, Marq being responsible for 50% of the costs and Icon being responsible for 50% of the costs.

(b) This clause 69 applies to the extent of any inconsistency with Schedule 2.

70 Bi-retention

(a) The Members acknowledge that the bio retention systems and water sensitive urban design features ("WSUD") are classified as an "Other Shared Facility".

(b) The Members agree that a monitoring program must be implemented to ensure the WSUD continues to meet the targets outlined in the Rockdale Technical Specification (Stormwater Management). Reporting must be provided to Council every three years.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:82 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point
Part 9
Dictionary

71 Definitions

These meanings apply unless the contrary intention appears:

Active Car Parks means each car parking space within the North Precinct Carpark that has been erected and completed and which may be occupied by an Owner or Occupier. Active Car Parks includes any car parking space shown on a Strata Plan.

Active Dwelling means each:

(a) residential dwelling; and

(b) commercial or retail premises;

within the SMS Parcel that has been erected and completed and which may be separately occupied by an Owner or Occupier. Active Dwelling includes any residential dwelling or commercial or retail premises shown on a Strata Plan. However, if the commercial or retail premises have a Gross Floor Area of more than 100, then each 100 square metres of Gross Floor Area is an Active Dwelling.

Administration Shared Facilities means the Shared Facilities that are concerned with the administration of the Committee and this strata management statement, and includes the cost of:

(a) the Facilities Manager and Facilities Manager's Office;

(b) the Strata Manager;

(c) accounting, audits and taxation;

(d) legal fees of the Committee; and

(e) consultants fees of consultants to the Committee.

Administrative Fund means the administrative fund established by the Committee according to clause 41 ("What funds must the Committee establish?").

Appointment Form means a form in or to the effect of the form in schedule 7 ("Appointment Form").

Architectural Code means the architectural code for the North Precinct in schedule 5 ("Architectural Code").

Balcony includes a balcony, a courtyard and a terrace.

Bicycle Parking means facilities for the parking of bicycles and motorcycles within the North Precinct Carpark.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:83 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Business Day means a day on which banks are open for general banking business in New South Wales.

Carpark Accessway means any driveway or other facility that provides access to or circulation within the North Precinct Carpark.

Car Park Shared Facilities means each Shared Facility that entirely or predominantly services the North Precinct Carpark.

Carwash Bay means any car wash bay that may be used by more than one Member.

Chairperson means the chairperson of the Committee.

Commercial Components means parts of Discovery Point which are:

(a) a Commercial Strata Scheme; or

(b) Commercial Stratum Lot.

Commercial Owners Corporation means an Owners Corporation in the North Precinct which is not a Residential Owners Corporation.

Commercial Stratum Lot means a Stratum Lot which is approved for non residential use (such as retail and commercial use) and which is not owned by the Co-operative

Committee means the building management committee established and maintained by the Members under clause 7 ("The Committee") and required by the Development Act.

Common Property has the meaning it has in the Management Act.

Common Property Works means any works which affect Common Property (and which are not Fitout Works).

Co-operative means Discovery Point Co-operative Limited.

Co-operative Property means:

(a) land and improvements owned by the Co-operative; and

(b) land and improvements which the Co-operative has the right to use, manage or control under the Easements or the Co-operative Rules.

Co-operative Shared Facility means a Shared Facility listed as such in Schedule 3 ("Indicative List of Shared Facilities").

Co-operative Rules means the rules of the Co-operative.

Council means Rockdale City Council.

Council Deed means the deed of management of free parking areas dated 14 December 2005 initially between the Developer and Council or a replacement deed which is intended to be novated to the Co-operative.

Current Address means the current address at which a person may be served a notice or communication under this management statement.

Current Email Address means the current email address at which a person may be served a notice under this management statement.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:84 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Current Fax Number means the current fax number at which a person may be served a notice or communication under this management statement.

Developer means Discovery Point No. 1 Pty Limited, Discovery Point No. 2 Pty Limited, Discovery Point 3A Pty Limited, Discovery Point 3B Pty Limited, Discovery Point 4 Pty Limited, Discovery Point 5 Pty Limited, Discovery Point 6 Pty Limited, Discovery Point 7A Pty Limited, Discovery Point 7B Pty Limited, Discovery Point 8 Pty Limited, Discovery Point 9A Pty Limited, Discovery Point 9B Pty Limited, Discovery Point 10 Pty Limited, Discovery Point Pty Limited and Discovery Point Devt Pty Limited (or their assigns in respect of a Stratum Lot).

Developer Resolution has the meaning in clause 37 of this management statement.

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

Development Application means any application to a Government Agency by the Developer to:

(a) carry out works in a Lot in North Precinct or parts of it; or

(b) carry out Shared Facility Works; or

(c) change the existing or proposed use of a Lot in North Precinct (or parts of it); or

(d) modify an existing Development Application; or

(e) modify an existing planning instrument which applies to a Lot in North Precinct.

Development Lot means a lot in a current deposited plan which lot is within the SMS Parcel but excludes:

(a) a Strata Lot; and

(b) a Stratum Lot that has completed structures within its boundaries which are occupied or capable of being occupied by a member of the public (as distinct from being occupied for the purpose of carrying out Development Works).

Development Works means all building, construction and development works which the Developer considers necessary or desirable to carry out on the Sites and Stratum Lots including:

(a) building and demolition works; and

(b) the installation, augmentation, connection and temporary disconnection of services; and

(c) the installation and connection of Shared Facilities; and

(d) the augmentation and temporary disconnection of existing Shared Facilities; and

(e) changing the location of Shared Facilities; and

(f) placing in North Precinct anything in connection with building, construction and development works on the Sites including temporary

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:85 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

signs, structures, building materials, fences, cranes and other equipment.

Development Works Application means an application by the Developer (or a person authorised by the Developer) to a Government Agency for approval to carry out Development Works.

Discovery Point means the multi-storey mixed use Development known as "Discovery Point" and generally being the project the subject of a "Masterplan" consent (DA 500/01) granted by Rockdale Council in 2001 and part of which has become the subject of Concept Plan MP10_0003 determined by the Minister for Planning, as modified from time to time.

Dispute means any dispute between the Committee, the Members, Owners or Occupiers about:

(a) the construction of this management statement; or

(b) the rights or obligations of a Member, an Owner or an Occupier under this management statement; or

(c) amounts which the Committee determines for Administrative Fund or Sinking Fund contributions; or

(d) the Committee passing or failing to pass a Resolution; or

(e) amounts owing to the Committee under this management statement; or

(f) the operation, maintenance, repair of replacement of a Shared Facility; or

(g) the Architectural Code.

Easements means any easements, restrictions on use and positive covenants benefiting or burdening any part of the North Precinct.

Emergency Meeting means a meeting convened in an emergency in accordance with part 4 ("Meeting procedures and resolutions").

External Appearance means the appearance of any external surface of a Lot or North Precinct which is visible from outside the Lot or North Precinct.

External Appearance Works means any works which affect the External Appearance and which are not Fitout Works.

Facilities Manager means the facilities manager appointed by the Committee according to clause 12 ("Appointing a Facilities Manager").

Financial Year means a financial year of the Committee determined according to clause 42 ("Financial Years").

Fire Safety Device means any item in a Lot or Common Property or comprising a Shared Facility (for example, part of the integrated fire system) which:

(a) monitors the incidence of smoke, heat or fire; or

(b) signals warnings of smoke, heat or fire; or

(c) provides lighting or directional signals in the case of smoke, heat or fire; or

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:86 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(d) controls access in to and out of North Precinct in an emergency (for example, fire stairs); or

(e) notifies the Fire Brigade (and any other emergency agency) of smoke, heat, fire or an emergency in North Precinct; or

(f) retards the spread of smoke, heat or fire through North Precinct; or

(g) extinguishes fires in North Precinct (for example, hose reels and fire extinguishers); or

(h) is required under statutory controls for fire safety.

Fitout Guide means a guide to fitting out retail premises which the Developer files with the Committee during the Development Period.

Fitout Works means all works to fitout and equip a commercial or retail Lot.

Government Agency means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation. In relation to a Development Works Application or Selling Activities Application, it means the Government Agency having the function to determine the application.

Grantor means a grantor under the Easements who is a Member.

Gross Floor Area has the meaning in the Rockdale Local Environmental Plan 2011.

GST means any form of goods and services or similar value added tax.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth) and any other legislation or regulation which imposes, levies, implements or varies GST and any applicable ruling issued by the Commissioner of Taxation.

Insurance Shared Facilities means the insurance for structures and for other risks within the SMS Parcel which are arranged by the Committee.

Lot means a Strata Lot and a Stratum Lot.

Lot 555 means Lot 555 in DP 1192909, containing road and park areas.

Lot 556 means Lot 556 in DP 1192909 which will contain Watervue ResidentiaL and Shore.

Lot 557 means Lot 557 in DP 1192909 which will contain buildings 11, 12 and 13.

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

Meeting means a meeting of the Committee held in accordance with part 4 ("Meeting procedures and resolutions") and includes a meeting held in writing according to clause 33.8 ("Special provisions for Meetings held in writing").

Member means an Owners Corporation or the Owner of a Stratum Lot in North Precinct.

Member Entitled to Vote means, in relation to a matter requiring a Resolution, Shared Facility Resolution, Developer Resolution or Unanimous Resolution, a Member who:

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:87 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) is entitled to vote according to clause 34.2 ("Value of voting entitlements"); and

(b) has paid the Committee all of their Administrative Fund and Sinking Fund contributions (and other money they owe the Committee under this management statement) before the Meeting or Emergency Meeting.

In addition, a Member Entitled to Vote on a matter requiring a Shared Facility Resolution must be a Member:

(a) entitled to use the Shared Facility the subject of the motion; or

(b) who is required to contribute towards that Shared Facility; or

(c) who will be entitled to use or required to contribute towards that Shared Facility if the motion is passed; or

(d) in whose Strata Scheme or Stratum Lot that Shared Facility is located and who will be substantially and detrimentally affected if the motion is passed.

Member's Parcel means each separate parcel of land within the SMS Parcel that is controlled by a Member, being:

(a) in the case of a Member that is an Owners Corporation, the strata parcel comprising the Strata Scheme that the Owners Corporation is the owners corporation for; and

(b) in the case of a Member that is an Owners Corporation, the Stratum Lot that the Member is the Owner of.

Membership Form means a form in or to the effect of the form in schedule 8 ("Membership Form").

North Precinct means the land and improvements generally in the areas shown as the North Precinct on the Precinct Plan, being the land and improvements in lots 554-557 in DP1192909 (and any lots and strata schemes into which part of the land and improvements is subdivided).

North Precinct Carpark means the car park servicing the North Precinct.

North Precinct Carpark Umbrella Deed means a carpark umbrella in a similar form to the carpark umbrella deed which applies to the South Precinct.

Occupier means the occupier, lessee, licensee or person in lawful occupation of a Lot (or part of a Lot).

Officer means the Secretary, Treasurer or Chairperson.

Other Shared Facilities means all Shared Facilities except for:

(a) Car Park Shared Facilities; and

(b) Administration Shared Facilities; and

(c) Insurance Shared Facilities.

Outstanding Levy Certificate means a certificate provided by the Committee under clause 16 ("Providing Outstanding Levy Certificates").

Owner means an owner or mortgagee in possession of a Lot.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:88 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Owners Corporation means an owners corporation for a Strata Scheme.

Precinct 1 means the land and improvements in the residential strata scheme known as Greenbank (Strata Scheme No. 75774), a commercial strata scheme (SP79520) and lot 101 in DP1084609 (and any lots and strata schemes into which it is subdivided).

Precinct 2A means the land and improvements comprised in the residential strata scheme known as Greenbank (Strata Scheme No. 75774) and a commercial strata scheme (SP79520) (and any lots and strata schemes into which they are subdivided) generally in the areas shown as Precinct 2A on the Precinct Plan.

Precinct MP1 means the area formerly known as part of Precinct 2B and includes Linc Sub-precinct and the other land and improvements in lots 500, 501, 502 and 509 in DP 1172312 (and any lots and strata schemes into which they are subdivided), generally in the area shown as Precinct MP1 on the Precinct Plan.

Precinct MP2 means the land and improvements in lots 500, 503, 505 in DP1172312 and lot 203 in DP 1103650 (and any lots and strata schemes into which they are subdivided), generally in the area shown as Precinct MP2 on the Precinct Plan.

Precinct 4 means lot 13 in DP1062413 and lot 2 in DP1048491, generally in the area shown as Precinct 4 on the Precinct Plan.

Precinct MP5 means the land and improvements generally in the areas shown as Precinct MP5 on the Precinct Plan, being part of the land and improvements in part lot 500 and 508 in DP 1172312 (and any lots and strata schemes into which part of the land and improvements is subdivided) and as generally shown on the Precinct Plan.

Precinct Plan means the plan in schedule 6.

Precincts means Precincts 1, 2A, 4, MP1, MP2, MP5 and the North Precinct.

Proxy Form means a form in or to the effect of the form in schedule 9 ("Proxy Form").

Replacement Value means the replacement value of structures as determined by the insurance brokers for the SMS Parcel appointed from time to time by the Committee.

Representative means a natural person appointed by a Member to represent and vote for them at Meetings and Emergency Meetings.

Resolution means a motion passed at a Meeting or an Emergency Meeting for which a majority of votes are cast in favour.

Rules means rules made by the Committee according to clause 8.4 ("Making Rules").

Secretary means the secretary of the Committee.

Security Key means a key, magnetic card or other device or information used in North Precinct to open and close Shared Facility doors, gates or locks or to operate Shared Facility alarms, security systems or communication systems.

Selling Activities means the selling or leasing of Lots in the North Precinct by the Developer (or persons authorised by the Developer) including:

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:89 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) placing signs in the North Precinct, including on Common Property, which are associated with those activities; and

(b) operating a sales office from one or more Lots owned or leased by the Developer; and

(c) fitting out and operating one or more display suites and marketing suites in Lots owned or leased by the Developer.

Selling Activities Application means an application by the Developer (or a person authorised by the Developer) to a Government Agency for approval to carry out Selling Activities.

Service Contract means an agreement, contract or other arrangement with a Service Contractor, the Strata Manager or the Facilities Manager.

Service Contractor means a person who provides services to the Committee, including operational, maintenance, repair and replacement services for Shared Facilities.

Shared Facilities means any facility within the SMS Parcel that two or more Members share and any service that more than one member benefits from and includes:

(a) the items in clauses 50.1 ("What are they") and 50.2 ("What do Shared Facilities include?"); and

(b) items of the nature of those set out in schedule 2 ("List of types of Shared Facilities") that exist within the SMS Parcel and which two or more Members share or more than one member benefits from.

Shared Facility Resolutions means a resolution according to clause 38 ("Shared Facility Resolutions at Meetings").

Shared Facilities Register is defined in clause 51.3 ("How do I know if a facility or service is a Shared Facility?").

Shore means lot 556 in DP 1192909 and any Strata Scheme (which may be a Staged Strata Scheme) into which it is subdivided.

Shore East means the first stage of the Strata Scheme comprising Shore being lots 1-146 in the Strata Plan.

Shore North means the second stage of the Strata Scheme comprising Shore being the subdivision of lot 147 in the Strata Plan.

Shore Owner means the Owners Corporation created on registration of the Strata Plan subdividing Shore.

Signage Principles means any signage principles adopted and administered by the Committee in respect of the Architectural Code. During the Development Period, the Developer can file a set of signage principles with the Committee.

Shore Residue Lot is defined in clause 3.4 ("Further Subdivision and Components for subsequent stages").

Sinking Fund means the sinking fund established by the Committee according to clause 41.2 ("Sinking Fund").

SMS Parcel means subject to Part 7 and clause 3.7, the North Precinct.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:90 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

South Precinct means that part of Discovery Point incorporating Precincts 1, 2A, MP1, MP2 and MP5 as shown in the Precinct Plan.

South Precinct Basement Carpark means the basement carpark servicing the South Precinct.

South Precinct Carpark Umbrella Deed means the umbrella deed titled "Carpark Umbrella Deed for Discovery Point" initially between the Developer and each Owners Corporation and Owner of a Stratum Lot which is serviced by facilities in the South Precinct Basement Carpark.

Staged Strata Scheme means a Strata Scheme which is staged by the registration of a strata development contract with a Strata Plan.

Strata Manager means the strata managing agent appointed by the Committee under clause 11 ("Appointing a Strata Manager").

Strata Lot means a lot in a Strata Scheme.

Strata Plan means a strata plan under the Development Act.

Strata Scheme means a strata scheme under the Development Act.

Stratum Lot means a "stratum lot" as defined in section 196C of the *Conveyancing Act 1919*.

Subdivision Plan means a plan which subdivides a Stratum Lot, or part of a Stratum Lot, into 2 or more Stratum Lots, including a plan of boundary adjustment.

Substitute Representative means a natural person appointed by a Member as a substitute for their Representative.

Treasurer means the treasurer of the Committee.

Tribunal means the Civil and Administrative Tribunal.

Unanimous Resolution means a motion passed at a Meeting against which no votes are cast.

Waste Facility means the temporary waste facility located within Arc or the permanent waste facility within Shore North.

Watervue Owner means the Owners Corporation created on registration of the Strata Plan subdividing the Watervue Residential.

Watervue Residential means lot 700 in DP1192693 and any Strata Scheme into which it is subdivided.

72 Interpretation

72.1 References to certain terms

Unless the contrary intention appears, a reference in this management statement to:

(a) a document (including this management statement) includes any variation or replacement of it; and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:91 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this management statement; and

(c) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and

(d) the singular includes the plural and vice versa; and

(e) the word "you" means a Member, an Owner or an Occupier; and

(f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency; and

(g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and

(h) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

(i) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and

(j) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and

(k) if an act under this management statement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day; and

(l) if an event under this management statement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

72.2 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this management statement.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:92 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

Schedule 1 - Formula for contribution to Shared Facilities

Each Member must contribute to the cost of each Shared Facility in accordance with the following formula:

$$A = \frac{B}{C}$$

Where:

A = The Member's Contribution (expressed as a percentage) of the cost of each Shared Facility; and

B = the Member's Numerator for the Shared Facility as described in the table below; and

C = the Denominator for the Shared Facility as described in the table below.

Facility	Member's Numerator	Denominator
Car Park Shared Facilities	Number of Active Car Parks within a Member's Parcel	Number of Active Car Parks within the SMS Parcel
Other Shared Facilities	Number of Active Dwellings within a Member's Parcel	Number of Active Dwellings within the SMS Parcel
Insurance Shared Facilities	Replacement Value of the structures comprised within a Member's Parcel	Replacement Value of the structures comprised within the SMS Parcel
Administration Shared Facilities	Number of votes able to be cast by the Member in respect of a Resolution (ignoring the votes applicable to Developer Resolutions) assuming the Member is a Member Entitled to Vote	Total number of votes able to be cast in respect of a Resolution (ignoring the votes applicable to Developer Resolutions) assuming each Member is a Member Entitled to Vote
Co-Operative Shared Facility	Not applicable – See clause 44.3	Not applicable – See clause 44.3

A worked example of the application of this formula over the Development Period is set out in Schedule 3.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:93 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Schedule 2 - Indicative list of Shared Facilities

The following is an indicative list of the types of facilities and services provided to Members that are expected to be Shared Facilities because they are likely to service more than one Member or benefit more than one Member and as such would satisfy the definition of "Shared Facility" in this management statement. For the avoidance of doubt, the inclusion of a facility or service in this schedule does not mean that it is a Shared Facility, a Shared Facility is only a facility or service satisfying the definition of "Shared Facility"

Administration Shared Facilities
Accounting, Audits and Taxation
Consultants Fees of consultants to the Committee
Facilities Manager and Facilities Manager's Office
Legal Fees of the Committee
Strata Manager

Car Park Shared Facilities
Car Park Cleaning
Car Park Exhaust including the air supply plenums
Car Park fresh air supply
Car Park fresh air supply Air Plant Room
Car Park substructure and walls
Car Park Supply Air Intake Louvre
Car Park Wall Roof Slabs
Car wash bays
Electricity to Car Park
End of trip facilities
Entry and Exit Boom Gates
Lifts servicing more than one member. For example, the lift in Building 11 may service the part of Arc's carpark under Building 11.
Panelift Door

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:94 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Ramp Roller Shutter and boom gate
Shared Driveways and Ramps
Visitor parking

Co-Operative Shared Facility
Community Room (if applicable)
Lightpoles and associated lighting infrastructure
Gymnasium
Pool Plant Room and associated equipment (including mechanical ventilation)
Recycled water infastructure
Swimming Pool and Deck Surrounds (including any bbq areas, cabanas and planters)
Swimming pool plant room and any associated plant and equipment
Waste facility (temporary and permanent)
Street entry doors to a building for access to the Pool & Gym and entry door to the recreational facilities
Access ramp to Discovery Point Park
Publically accessible areas to Station surrounding Buildings 11, 12 and 13

Insurance Shared Facility
Insurance
Waterproofing membrane to roads but excluding structure above

Other Shared Facility
Air Intake Plant Room and Plant Room & Associated Equipment
Airconditioning Plant
Cleaners' Room
Communications Room including the MDF room
Contingency
Detention Tanks

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:95 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Electrical Switch Room
Electricity and water supply to Airconditioning Plant
Essential Fire Services
Exterior Gutters and Downpipes
Fan Room & Associated Equipment
Fire Control Room and EWIS
Fire Stairs and stair pressurisation system
Gas mains and associated infrastructure
Hydrant Booster & Fire Sprinkler Room
Hydraulic Plant Room & Associated Equipment
Interconnecting Stairs
Mechanical Risers
National Broadband Network infrastructure and associated cabling
North Precinct locational and directional signage
Security Access Control and Intercom Systems
Security Surveillance Equipment
Services - water consumption and standing charges through water meters for shared water servicing
Services - sewerage consumption and standing charges for shared sewerage services servicing
Sewer Pump Station
Shared Garbage Holding Areas
Substation and High Voltage Switch Room and associated cabling
Subsurface Drainage System and Stormwater
Testing and certification of Shared Facility air-conditioning
Testing and certification of fire services
Bioretention systems and water sensitive urban design features which are not in Co-op land

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:96 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

1

Strata Management Statement for North Precinct at Discovery Point

Schedule 3 - Worked example of the division of costs for Shared Facilities

The following worked example shows how the formula and definitions in the indicative list of Shared Facilities in Schedule 1 are intended to apply, based on a theoretical set of assumptions for the Development Works and the subdivision of the North Precinct. This worked example is for illustration purposes only and is not intended to establish or set the actual contributions to Shared Facilities, which must be undertaken in accordance with Schedule 1 by reference to the applicable facts and circumstances prevailing from time to time.

Theoretical Assumptions

- The North Precinct is developed in accordance with the Developer's intentions as set out in clause 3.1 in seven stages with nine members
- The following are the relevant inputs to the Numerator and Denominator calculations:

Car Parks	79	71	158	127	91	91	55	162	0
Units	88	74	156	167	77	87	82	220	0
Replacement Cost	$39,441,881	$29,985,678	$48,000,000	$52,000,000	$41,000,000	$31,000,000	$36,000,000	$68,000,000	$4,170,760

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:97 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Based on the foregoing theoretical inputs, the following are the percentages of each Shared Facility cost that each Member bears over time:

Car Park Shared Facility costs

	Arc	Watervue	Shore East Residential	Shore North Residential	Building 11 Residential	Building 12 Residential	Podium 11+12 Residential	Building 13 Residential	Co-operative Lots
Active Car Parks	79	71	158	127	91	91	55	162	0
Stage									
Arc	100%								
Watervue	53%	47%							
Shore East	26%	23%	51%						
Shore North	18%	16%	37%	29%					
Building 11	15%	13%	31%	24%	17%				
Building 12	13%	12%	26%	21%	14%	14%			
Building 13	9%	9%	19%	15%	11%	11%	7%	19%	
Co-Op	9%	9%	19%	15%	11%	11%	7%	19%	0%

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:98 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Other Shared Facility costs

	Arc	Watervue	Shore East Residential	Shore North Residential	Building 11 Residential	Building 12 Residential	Podium 11+12 Residential	Building 13 Residential	Co-Operative Lots
Actyive Dwellings	88	74	156	167	77	87	82	220	0
Stage									
Arc	100%								
Watervue	54%	46%							
Shore East	28%	23%	49%						
Shore North	18%	15%	32%	35%					
Building 11	16%	13%	27%	30%	14%				
Building 12	14%	11%	24%	26%	12%	13%			
Building 13	9%	8%	16%	18%	8%	9%	9%	23%	
Co-Op	9%	8%	16%	18%	8%	9%	9%	23%	0%

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:99 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Insurance Shared Facility costs

	Arc	Watervue	Shore East	Shore North	Building 11	Building 12	Building 13	Co-OP Lots
Replacement Cost	$39,441,881	$29,985,678	$48,000,000	$52,000,000	$41,000,000	$31,000,000	$68,000,000	$ 4,170,760
Stage								
Arc	100.0%							
Watervue	56.8%	43.2%						
Shore East	33.6%	25.5%	40.9%					
Shore North	23.3%	17.7%	28.3%	30.7%				
Building 11	18.7%	14.2%	22.8%	24.7%	19.5%			
Building 12	16.3%	12.4%	19.9%	21.5%	17.0%	12.8%		
Building 13	12.7%	9.7%	15.5%	16.8%	13.3%	10.0%	22.0%	
Co-op	12.6%	9.6%	15.3%	16.6%	13.1%	9.9%	21.7%	1.3%

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:100 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Administration Shared Facility costs

	Arc	Watervue	Shore East Residential	Shore North Residential	Building 11 Residential	Building 12 Residential	Building 13 Residential	Lot 556 Owner	Lot 557 Owner	Co-Operative Lots
Votes	1	1	1	1	1	1	1	Varies	Varies	1
Stage										
Arc	12.5%							37.5%	37.5%	12.5%
Watervue	12.5%	12.5%						25%	37.5%	12.5%
Shore East	12.5%	12.5%	12.5%					12.5%	37.5%	12.5%
Shore North	12.5%	12.5%	12.5%	12.5%				0%	37.5%	12.5%
Building 11	14.3%	14.3%	14.3%	14.3%	14.3%			0%	14.3%	14.2%
Building 12	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%		0%	12.5%	12.5%
Building 13	11.1%	11.1%	11.1%	11.1%	11.1%	11.1%	11.1%	0%	11.1%	11.2%

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:101 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:102 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:103 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point
Schedule 4 - Architectural Code

1 Overview

1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling building works and the external appearance of North Precinct are:

(a) to preserve the design integrity and architectural quality of North Precinct; and

(b) to recognise the different requirements of the residential and commercial components of North Precinct, while having proper regard to the common interest of each Member, Owner and Occupier; and

(c) to uphold property values for Owners.

1.2 Inconsistencies

If there is an inconsistency between a clause in this management statement and the Architectural Code, the clause in the management statement prevails.

1.3 Disputes

The dispute resolution provisions in this management statement apply to the Architectural Code and to approvals granted or refused under it.

1.4 Developer

Despite anything else in this management statement (including this schedule), the Developer does not have to comply with the Architectural Code when it carries out Development Works and Selling Activities.

2 Approvals from Government Agencies

2.1 What are your obligations?

Despite anything else in this management statement, you must obtain all necessary approvals from Government Agencies before you carry out any works, erect signs, carry out Fitout Works or do anything else in North Precinct (including works approved or for which you need approval under the Architectural Code).

2.2 Timing

Subject to this clause 2, you may apply for approval from a Government Agency to carry out works in North Precinct only after you have obtained any necessary approval from the Committee.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:104 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

2.3 Approving applications to Government Agencies

You must not unreasonably refuse to approve or sign an application to a Government Agency if the works contemplated in the application have been approved by the Committee.

3 Curtains, blinds and other window treatments

3.1 Colours for curtains and blinds

You may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Lot or Strata Scheme provided they have an appearance from outside the Lot which is white or off-white (white or off-white curtain linings or sheers are an acceptable method of achieving this). You must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in this clause 3.1.

3.2 Sun shades

You must have consent from the Committee to install a sun shade, sun blind, awning or other sun shading device in your Lot or on Common Property.

3.3 Window treatments and balustrades

You must have consent from the Committee to place solar film or similar treatments on the internal or external surface of glass windows, glass balustrades or doors in your Lot or on Common Property.

4 Outdoor furniture and landscaping

4.1 Balcony furniture and landscaping

You do not need consent from the Committee to keep outdoor furniture on the Balcony of your Lot provided that the outdoor furniture is of a high quality and finish, commensurate with the quality of North Precinct and is in keeping with the appearance of North Precinct. The outdoor furniture must be secured or heavy so that the outdoor furniture cannot blow off the Balcony of a Lot.

4.2 Fixing items to a Balcony

You must have consent from the Committee to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other items to the Balcony of your Lot.

4.3 Maintaining outdoor furniture

You must properly maintain furniture on the Balcony of your Lot and ensure that the furniture is clean and tidy at all times.

4.4 Landscaping on Balconies

You do not need consent from the Committee to keep landscaping on the Balcony of your Lot provided that all elements of the landscaping (for example, planter boxes and plants) are of a high quality and finish, commensurate with the quality of North Precinct and are in keeping with the appearance of North Precinct.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:105 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

4.5 Maintaining landscaping

You must:

(a) regularly maintain landscaping on the Balcony of your Lot; and

(b) ensure that the landscaping is kept neat and tidy at all times; and

(c) ensure that no landscaping hangs or grows over the edge of the Balcony; and

(d) when you water landscaping on the Balcony, ensure that no water enters another part of North Precinct and no damage is caused to another part of North Precinct.

4.6 Removing furniture and landscaping

You must immediately remove furniture and landscaping from the Balcony of your Lot if:

(a) you do not comply with your obligations under this clause 4; or

(b) the furniture or landscaping causes (or may cause) damage to another part of North Precinct.

5 Security devices

5.1 Installing security devices

Subject to this clause 5, you must have consent from the Committee to install security devices including security doors or windows, screens grilles, alarms or locks in your Lot or on Common Property.

5.2 Security locks

The Committee may consent to an application to change and/or install an additional security lock if:

(a) it meets the minimum fire rated requirements specified by any relevant Australian Standard from time to time; and

(b) it is in keeping with the aesthetics of your Lot and Common Property.

In the event that you install a security lock without consent of the Committee and the security lock does not comply with this clause 5.2, you may be required to reinstate the door to your Lot to its original condition and the Committee may seek to recover any additional fire certification fees incurred as a result of you installing a security lock without the consent of the Committee.

5.3 Security doors and windows

The Committee may consent to an application to install a security door or window in a Lot or on Common Property if the door or window:

(a) is finished in a colour that matches the existing door or window frame; and

(b) matches the full size of the existing door or window and does not detract from or dominate the existing detail.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:106 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

However, the Committee will generally not consent to the installation of a security door to the entry door to a Strata Lot.

5.4 Alarms

You may install a security alarm in your Lot or Common Property without consent from the Committee or your Owners Corporation if:

(a) the alarm is a "back to base" facility; and

(b) the alarm is silent; and

(c) the alarm does not have flashing lights; and

(d) the installation is not attached to or interferes with Common Property (for example, is not attached to the ceiling of a Balcony); and

(e) the installation is not attached to or interferes with a Shared Facility.

5.5 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with:

(a) Common Property in your Strata Scheme, you must have consent from your Owners Corporation before you install the alarm; or

(b) a Shared Facility, you must obtain consent from the Committee before you install the alarm.

5.6 Security devices in carspaces

If your Lot comprises or includes a carspace, you may install in the floor of your carspace a locking device similar to a "Secure Mate" locking device provided that the device:

(a) is a type and colour approved by the Committee;

(b) is located in a position approved by the Committee (for example, a specified distance from the boundary of the Lot); and

(c) does not affect the structure of the building.

5.7 Security devices in storage spaces

You may affix a padlock to a basement storage space.

5.8 Other security devices

You must have consent from the Committee to install any type of security device not contemplated by this clause 5. The Committee will generally consent to the installation of other security devices if:

(a) the device is in keeping with the appearance of North Precinct; and

(b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Members, Owners or Occupiers.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:107 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

6 Barbecues

6.1 Your rights

You may store and operate a portable barbeque on the Balcony of your Lot (but not within wintergardens of a Lot) if:

(a) it is a type permitted under this clause 6; and

(b) it will not (or is not likely to) cause damage; and

(c) it is not (or is not likely to become) dangerous; and

(d) you keep it covered when your are not operating it; and

(e) you keep it clean and tidy; and

(f) you comply with this clause 6.

6.2 Types of portable barbeques

The types of barbecues permitted under this clause 6 are:

(a) a covered kettle style portable barbeque; or

(b) a covered gas or electric portable barbeque; or

(c) any other type approved by the Committee.

Solid fuel burning barbeques are prohibited.

6.3 Operating a portable barbeque

You may operate a barbeque only during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Committee).

6.4 Interference

If you use a portable barbecue on the Balcony of your Lot, you must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

7 Signage

7.1 Residential components

You must not erect, affix or display a sign in any residential Strata Scheme in the North Precinct.

However, you may erect, affix and display on Common Property or in your Lot "For Sale" or "For Lease" or similar signage in connection with the sale or lease of a Lot in which you own or lease, provided that you first obtain the consent of your Owners Corporation. Your Owners Corporation may impose conditions when giving you consent. You must comply with those conditions.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:108 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

7.2 Powers of the Committee

The Committee has the power to require you to remove any signage you have placed, installed or retained in your part of North Precinct if the signage does not comply with, or is prohibited under, the provisions of this clause 7.

7.3 External naming signage in Commercial Components

If you are an Owner or Occupier within a Commercial Component, you may erect and display one external naming sign for your tenancy provided that:

(a) you obtain consent from all relevant Government Agencies; and

(b) you comply with the conditions of the development consents applicable to the North Precinct or the Easements; and

(c) the signage complies with any Signage Principles; and

(d) if you propose to install signage not specifically contemplated or permitted under the Signage Principles, you obtain approval from the Committee to install the signage.

7.4 Maintaining signs

You must:

(a) properly maintain any sign erected according to this clause which services your tenancy or Lot in a Commercial Component; and

(b) where necessary, replace a sign which services your tenancy or Lot in a Commercial Component

whether or not you erected the sign.

7.5 Some prohibitions

Unless you first obtain approval from the Committee, you must not erect or display the following external signage:

(a) third party advertising material; or

(b) "A frame" display boards; or

(c) portable or demountable footpath barriers or partitions except as approved by the Committee; or

(d) any external signage other than that expressly permitted by, or approved according to, this clause.

7.6 Internal shopfront signage in a Commercial Component

If you are an Owner or Occupier within a Commercial Component, you may erect signage in the internal shopfront of your tenancy provided that:

(a) you obtain all consent from the Committee and all relevant Government Agencies; and

(b) you place the sign in the area of your shopfront designated by the Committee from time to time (which must not be an area prohibited under the Easements or the development consents applicable to the North Precinct); and

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:109 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) the sign is 900 x 600 in size and displayed in the bottom right hand corner of the shop front; and

(d) you do not adhere the sign directly to the rear of your shopfront glazing; and

(e) the sign does not cover more than the smaller of 25% or $3m^2$ of the overall shopfront of your tenancy when viewed from the street; and

(f) any advertising material does not cover more than the smaller of 25% or $3m^2$ of the overall shopfront of your tenancy when viewed from the street.

7.7 "For Sale" and "For Lease" signage in a Commercial Component

If you are the Owner or Occupier within a Commercial Component, you may install, erect, affix and display on the bottom right hand side of any visible window in your Lot or tenancy "For Sale" or "For Lease" or similar signage, up to a maximum size of 900mm x 600mm, in connection with the sale or lease of your Lot or tenancy.

7.8 Powers of the Committee

The Committee has the power to require you to remove any signage you have placed, installed or retained in your part of the North Precinct. If the signage does not comply with, or is prohibited under, the provisions of this clause 7.

8 Fitout Works in a Commercial Component

8.1 Who must comply with this clause?

You must comply with this clause 8 if you are the Owner or Occupier within a Commercial Component.

8.2 When will you need consent?

(c) Subject to paragraph (b) , you must obtain consent from the Committee before you carry out any Fitout Works which penetrate the Common Property floor, ceiling or walls of your Lot or another Stratum Lot or affect Common Property or Shared Facilities.

(d) Consent is not required to the initial fitout within a Commercial Component.

8.3 No consent necessary

Subject to clause 8.2 ("When do you need consent?") of this schedule, you do not need consent from the Committee or your Owners Corporation to carry out the following Fitout Works:

(a) connecting to services which are capped in your Lot except when connecting to the Kitchen Exhaust or Grease Arrestor in which case you must obtain the consent of the Owners Corporation in accordance with any by-laws; or

(b) installing lighting inside your Lot; or

(c) installing floor and wall coverings; or

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:110 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(d) painting or decorating your Lot; or

(e) joinery, carpentry or shelving installations; or

(f) suppling and installing equipment in your Lot; or

(g) carrying out hot and cold water reticulation or electrical reticulation; or

(e) carrying out internal plumbing and drainage works.

8.4 Standard of Fitout and Fitout Guide

(a) Any fitout or works to the a retail component within a Commercial Component must comply with the Fitout Guide.

(b) Prior to occupation, a tenant must provide a certificate to the Committee from an independent certifier confirming that the Fitout Guide has been complied with.

9 Common Property Works and Shared Facility Works

9.1 Common Property

If you propose to carry out Common Property Works in a Strata Scheme, you must obtain consent from the relevant Owners Corporation before carrying out the works. However, you do not need consent from an Owners Corporation to carry out minor works inside your Strata Lot (for example, hanging pictures or installing shelving

9.2 Shared Facilities

If you propose to carry out Shared Facilities Works, you must obtain consent from the Committee before carrying out the works.

10 Works affecting the External Appearance

10.1 General obligations

If you propose to carry out External Appearance Works, you must obtain consent from the Committee before carrying out the works.

10.2 Powers of the Committee

The Committee has the power to require you to remove any item you have placed, installed or retained in your part of North Precinct if it alters the External Appearance of North Precinct if:

(a) you do not have consent from the Committee or relevant Government Agencies; or

(b) it detrimentally affects the External Appearance of North Precinct.

10.3 Colour schemes and paint work

You must have consent from the Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface in your Lot or Common Property if:

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:111 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) the wall, window, door, floor, ceiling or other surface is visible from outside your Lot or Common Property; and

(b) the proposed colour or surface changes or is not in keeping with the External Appearance of North Precinct; or

(c) it is in breach of a provision under the Easements or the development consents applicable to North Precinct.

11 Acoustic controls

11.1 Purpose

The purpose of this clause 11 is to maintain acceptable levels and duration of noise transmission between the various components of North Precinct. It is important that you attempt to minimise noise you create which might interfere with your neighbours. To achieve this, this clause 11 provides controls about important issues like holding parties and playing musical instruments.

11.2 General obligations

The requirements in this clause 11 are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 11.6 ("Playing musical instruments") of this schedule you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

11.3 Noise which affects your neighbours

Subject to this clause 11, you must not make noise which might unreasonably interfere with the use and enjoyment by another Member, Owner or Occupier of their Lot or Common Property.

11.4 Equipment and machinery

You must ensure that equipment and machinery in your Lot or Common Property does not cause vibrations or noise in another part of North Precinct (for example, tread mills, weight machines or washing machines).

11.5 Using power tools

You may use power tools (for example, impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.

11.6 Playing musical instruments

Subject to this clause 11, you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. You must not play or rehearse on percussion instruments.

11.7 Playing music

Subject to this clause 11, you must not play live or other music which exceeds 65dB(A) at the boundary of your Lot after 11.00 pm (or another hour by the Committee acting reasonably).

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:112 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

11.8 Inside your Strata Lot

You must not:

(a) carry out exercises in your Strata Lot which result in rapid foot impact on the floor (for example, aerobics or running on the spot) if this causes noise or vibrations in adjoining Lots; or

(b) unnecessarily create noise or vibration by knocking or banging against walls separating your Strata Lot from another Lot.

11.9 Obligations for floor coverings in By-Laws

If you are the Owner or Occupier of a Strata Lot, the by-laws for your Strata Scheme may require you to cover or treat the floors in your Strata Lot to stop noise transmission which disturbs other Owners and Occupiers.

12 Some prohibitions

You must not:

(a) attach anything to or hang anything from a Balcony;

(b) enclose a storage space or car space of a Lot; or

(c) remove the cover to an external air conditioning unit;

(d) install a solid fuel burning appliance in North Precinct; or

(e) enclose the Balcony of a Lot; or

(f) hang clothes, washing or similar items in any area that is visible from outside a Lot or a building in North Precinct; or

(g) attach or hang an aerial, security device or wires outside a Lot or a building in North Precinct.

13 Application process

13.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which you must submit with your application under the Architectural Code.

13.2 What information must you include in your application?

If you make an application under the Architectural Code, the application must:

(a) be in writing; and

(b) include the plans, drawings and other documents specified by the Committee according to this clause 13 for the type of works for which you are seeking approval; and

(c) include enough information to give the Committee and an Owners Corporation enough information to make a decision about your application.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:113 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

However, the Committee or an Owners Corporation may:

(d) require you to submit additional plans, diagrams or other information which it has not specified according to clause 13.1 ("Making an application") of this schedule to assist in the decision making process; and

(e) waive the requirements it makes under clause 13.1 ("Making an application") about the plans, diagrams and other information which you must submit with your application.

13.3 Lodging your application

You must address your application to the Strata Manager or the strata manager of your Owners Corporation (depending on who may give consent to the application).

13.4 Discretion

The Committee and an Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

13.5 Appointing consultants

The Committee and an Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Code (for example, an architect or engineer for applications affecting the External Appearance).

13.6 Paying the costs for a consultant

The Committee or an Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 13.

13.7 Time frame for making a decision

Subject to this clause 13, the Committee or an Owners Corporation must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

13.8 Compliance with development consents and requirements of Government Agencies

When considering an application under the Architectural Code, the Committee and an Owners Corporation (depending on who may give consent to the application) must comply with:

(a) requirements of the relevant development consents applicable to North Precinct; and

(b) requirements of the relevant Government Agencies; and

(c) provisions of the Easements.

13.9 Time frame for making a decision where a consultant has been appointed

If the Committee or an Owners Corporation appoint a consultant to review and make recommendations about an application, the Committee or Owners

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:114 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Corporation must make a decision about the application within 30 Business Days after the consultant's makes a recommendation to the Committee or the Owners Corporation (or another period agreed between the parties).

13.10 Notifying the applicant of a decision

The Committee and an Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must clearly describe any conditions which attach to the approval and, if the application is not approved, explain in detail the reasons for the decision.

14 Approval process

14.1 Conditional approvals

The Committee and an Owners Corporation may make conditions if they approve an application. The conditions may include:

(a) a reasonable time frame in which the works must be completed; and

(b) the hours and days during which the works must be carried out; and

(c) methods of accessing North Precinct to carry out the works.

14.2 Revoking approval

The Committee and an Owners Corporation may revoke their approval if an applicant does not comply with the conditions for the approval.

14.3 Additional obligations for Owners Corporation

An Owners Corporation must promptly:

(a) advise the Committee in writing when it grants consent to an Owner or Occupier to carry out works under its by-laws or the Architectural Code; and

(b) provide the Committee with a copy of the application by the Owner or Occupier to carry out works and the consent given by the Owners Corporation.

14.4 Notice of works on Common Property

An Owners Corporation must promptly:

(a) advise the Committee in writing when the Owners Corporation carries out works in its Common Property (which are not the subject of an application under the Architectural Code); and

(b) provide the Committee with details of the works carried out.

15 Procedures for carrying out work

15.1 Procedures before you carry out work

Before you carry out works in North Precinct, you must:

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:115 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) arrange with the Committee and, where appropriate, your Owners Corporation a suitable time and means by which to access the area in which you will carry out the work; and

(b) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which you must access North Precinct to carry out the work; and

(c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Committee and your Owners Corporation about the times and means by which they must access North Precinct to carry out the work.

15.2 Procedures when you carry out work

When you carry out works in North Precinct, you must:

(a) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee or your Owners Corporation; and

(b) carry out the work in a proper manner and to the reasonable satisfaction of the Committee and, where appropriate, your Owners Corporation; and

(c) regularly remove debris and leave all areas of Shared Facilities and Common Property clean and tidy for all periods during which you carry out the work; and

(d) repair damage you (or persons carrying out the work on your behalf) cause to Shared Facilities, Common Property or the property of a Member, Owner or Occupier.

15.3 Following completion of the work

When you carry out work in the North Precinct, the Committee may require you to provide:

(a) evidence that the work has been completed;

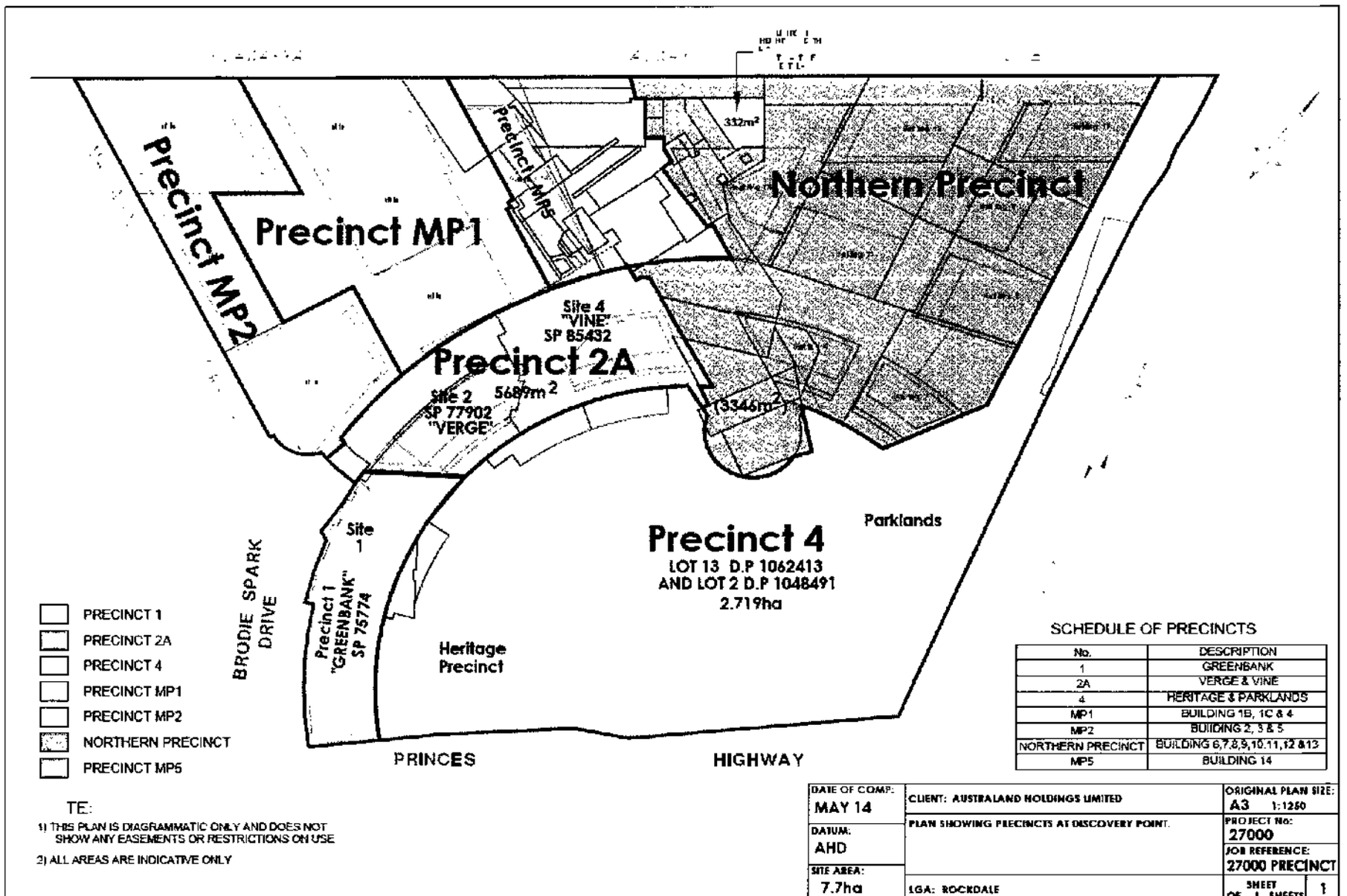
(b) certificates in relation to the work;

(c) test results (including acoustic testing) demonstrating compliance with the conditions relating to the consent to carry out works.

Strata Management Statement for North Precinct at Discovery Point

Schedule 5 - Precinct Plan

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:116 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342



SCHEDULE OF PRECINCTS

No.	DESCRIPTION
1	GREENBANK
2A	VERGE & VINE
4	HERITAGE & PARKLANDS
MP1	BUILDING 1B, 1C & 4
MP2	BUILDING 2, 3 & 5
NORTHERN PRECINCT	BUILDING 6,7,8,9,10,11,12 &13
MP5	BUILDING 14

TE:

1) THIS PLAN IS DIAGRAMMATIC ONLY AND DOES NOT SHOW ANY EASEMENTS OR RESTRICTIONS ON USE

2) ALL AREAS ARE INDICATIVE ONLY

DATE OF COMP: MAY 14	CLIENT: AUSTRALAND HOLDINGS LIMITED	ORIGINAL PLAN SIZE: A3 1:1250
DATUM: AHD	PLAN SHOWING PRECINCTS AT DISCOVERY POINT.	PROJECT No: 27000
		JOB REFERENCE: 27000 PRECINCT
SITE AREA: 7.7ha	LGA: ROCKDALE	SHEET OF 1 SHEETS 1

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:117 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:118 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

Schedule 6 - Appointment Form

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:119 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

DISCOVERY POINT
Appointment Form

This form is for use by members of the Discovery Point Building Management Committee who wish to appoint a new or replacement representative or substitute representative. See clause 22 in the Discovery Point strata management statement for more information.

Date	
Your name	
Strata Scheme	

Part A
Appointment of a new representative

Complete this part if you have not previously appointed a representative.

Name of representative	
Address of representative	
Telephone number of representative	
Facsimile number of representative	
Do you authorise your representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Part B
Appointment of a replacement representative

Complete this part if you have previously appointed a representative and you wish to appoint a different representative. When the Building Management Committee receives this form, the appointment of your previous representative is terminated and the new representative is appointed.

Name of current representative	
Name of new representative	
Address of new representative	
Telephone number of new representative	
Facsimile number of new representative	
Do you authorise your new representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:120 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Part C

Appointment of a new substitute representative

Complete this part if you have not previously appointed a substitute representative.

Name of substitute representative	
Address of substitute representative	
Telephone number of substitute representative	
Facsimile number of substitute representative	
Do you authorise your substitute representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Part D

Appointment of a replacement substitute representative

Complete this part if you have previously appointed a substitute representative and you wish to appoint a different substitute representative. When the Building Management Committee receives this form, the appointment of your previous substitute representative is terminated and the new substitute representative is appointed.

Name of current substitute representative	
Name of new substitute representative	
Address of new substitute representative	
Telephone number of new substitute representative	
Facsimile number of new substitute representative	
Do you authorise your new substitute representative to appoint a proxy to vote for you Meetings and Emergency Meetings of the Building Management Committee?	

.....
Signature or execution by Member

.....
Signature of representative or substitute representative (or replacement member or substitute member)

Notes

1. The representative or substitute representative (or replacement representative or substitute representative) appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (or replacement member or substitute member).

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:121 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

Schedule 7 - Membership Form

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:122 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

DISCOVERY POINT
Membership Form

This form is for use by new members of the Discovery Point Building Management Committee or existing members who lease their lot or change their contact details. See clause 23 in the Discovery Point strata management statement for more information.

Date	
Your name	
Lot owned	

Part A: New member

Complete this part you have purchased a stratum lot or are a new owners corporation.

Date on which you became a member	
Your address for service of notices	
Your telephone number	
Your facsimile number	
Your e-mail address	

Part B: New tenant or licensee

Complete this part if you are the owner of a stratum lot and you have leased or licensed your lot (or part of it) or you have a new tenant or licensee.

Name of tenant or licensee	
Term of lease	
Name of contact person	
Their address for service of notices	
Their telephone number	
Their facsimile number	
Their e-mail address	

Part C: Change of address details

Complete this part if you have changed your address or other contact details.

New address for service of notices	
New contact person	
New telephone number	
New facsimile number	
New e-mail address	

Signature or execution by Member

.....

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:123 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

Schedule 8 - Proxy Form

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:124 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

DISCOVERY POINT
Proxy Form

Date	
Name of member, representative or substitute representative	
Name of member who appointed representative or substitute representative	
Name of proxy	
Address of proxy	

I/we,....., appoint ..... as my/our proxy for the purpose of Meetings and Emergency Meetings of the Building Management Committee (including adjourned Meetings and Emergency Meetings)

Period or number of meetings for which appointment of my/our is valid for ..... *months/*meetings

* This form authorises the proxy to vote on my/our behalf on all matters **OR** * This form authorises the proxy to vote on my/our behalf on the following matters only and in the manner specified below:

Signature or execution by member (if proxy appointed by member) .....

Signature or representative or substitute representative (if proxy appointed by them) .....

Signature of proxy .....

Notes

1. The proxy appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (as appropriate) and the proxy.
3. This form does not authorise voting on a matter if the representative or substitute representative of the member is present at the relevant meeting or emergency meeting and personally votes on the matter.
4. This form is ineffective unless it is given to the secretary of the Building Management Committee at or before the first meeting in relation to which it is to operate and it contains the date on which it was made.
5. This form will be revoked by a later proxy appointment form delivered to the secretary of the Building Management Committee.
6. A vote by the proxy which does not comply with the directions to vote given by the member, representative or substitute representative who appointed the proxy is void.

Strata Management Statement for North Precinct at Discovery Point

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:125 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:126 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point
Signing page

EXECUTED by **DISCOVERY POINT No. 1 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 2 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 3A PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:127 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

EXECUTED by **DISCOVERY POINT No. 3B PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 4 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 5 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:128 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

EXECUTED by **DISCOVERY POINT No. 6 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 7A PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 7B PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:129 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

EXECUTED by **DISCOVERY POINT No. 8 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 9A PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 9B PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:130 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

EXECUTED by **DISCOVERY POINT No. 10 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT DEVT PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:131 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Execution by mortgagees:

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:132 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Annexure C to REQUEST

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 93440 was affixed on 17 April 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: ..... Name: Guy Beresford Authority: Strata Managing Agent

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

Dated:

THE OWNERS - STRATA PLAN 93440
Common Seal

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:133 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 89924 was affixed on 17 April 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: ..... Name: Cary Beresford ..... Authority: Strata Managing Agent

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

Dated:

THE OWNERS - STRATA PLAN No. 89924
Common Seal

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:134 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 90188 was affixed on 17 April 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: ..... Name: Guy Beresford ..... Authority: State Managing Agent

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

Dated:

THE OWNERS - STRATA PLAN NO. 90188 ★ Common Seal

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:135 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 23 January 2018, it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate.

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

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

The seal of The Owners - Strata Plan No 93440 was affixed on 17 April 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: ..... Name: Amy Beresford Authority: Strata Managing Agent

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

Dated:

CONSENT TO REQUEST

Owners Corporation

We, Owners – Strata Plan No 93440, the registered proprietor of CP/SP93440, consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

Signed, Sealed and Delivered by
The Owners – Strata Plan No. 93440
in accordance with section 273 of the
Strata Schemes Management Act 2015

THE OWNERS - STRATA PLAN 93440 Common Seal

Signature

Strata Managing Agent
Authority

Name

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:136 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Approved Form 13

Certificate of Owners Corporation
Special Resolution

The owners corporation certifies that on 12 March 2018, it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate.

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

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

The seal of The Owners - Strata Plan No 89924 was affixed on 17 April 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: ..... Name: Amy Beresford Authority: Strata Managing Agent

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

Dated:

CONSENT TO REQUEST

Owners Corporation

We, Owners – Strata Plan No 89924, the registered proprietor of CP/SP989924, consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

Signed, Sealed and Delivered by
The Owners – Strata Plan No. 89924
in accordance with section 273 of the
Strata Schemes Management Act 2015

THE OWNERS - STRATA PLAN No. 89924 Common Seal

Signature

Strata Managing Agent

Authority

Name

Page of

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:137 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 5 March 2018 , it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate.

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

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

The seal of The Owners - Strata Plan No 90188 was affixed on 17 April 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: ..... Name: Guy Strata Beresford Authority: Strata Managing Agent

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

Dated:

CONSENT TO REQUEST

Owners Corporation

We, Owners – Strata Plan No 90188, the registered proprietor of CP/SP90188, consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

Signed, Sealed and Delivered by
The Owners – Strata Plan No. 90188
in accordance with section 273 of the
Strata Schemes Management Act 2015

Signature

Strata Manager
Authority

OWNERS - STRATA PLAN No. 90188 Common Seal

Name

Page of

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:138 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

CONSENT TO REQUEST

Discovery Point No. 1 Pty Limited

We, Discovery Point No. 1 Pty Limited, the registered proprietor of folio identifiers 557/1192909 and 709~~740~~/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

MJ 25.5.18
MICHELLE TAT AUTHORISED TO AMEND

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

Signature of witness:

Name of witness: Todd Perry.
Address of witness: L3, 1C Homebush Bay Dr Rhodes.

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

Signature of attorney:

Attorney's name: Nigel Edgar
Signing on behalf of: Discovery Point No. 1 Pty Limited
Power of attorney-Book: 4755
-No.: 818

CONSENT TO REQUEST

Discovery Point No. 2 Pty Limited

We, Discovery Point No. 2 Pty Limited, the registered proprietor of folio identifiers 557/1192909 and 709~~710~~/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

MJ 25.5.18
MICHELLE TAT AUTHORISED TO AMEND

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

Signature of witness:

Name of witness: Todd Perry
Address of witness: L3, 1C Homebush Bay Dr Rhodes

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

Signature of attorney:

Attorney's name: Nigel Edgar
Signing on behalf of: Discovery Point No. 2 Pty Limited
Power of attorney-Book: 4755
-No.: 818

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:139 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

CONSENT TO REQUEST

Discovery Point No. 3A Pty Limited

We, Discovery Point No. 3A Pty Limited, the registered proprietor of folio identifiers 557/1192909 and 709 ~~710~~/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

MJS 25.5.18 MICHELLE TAT AUTHORISED TO AMEND

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

Signature of witness:

Name of witness: Todd Perry

Address of witness: L3, 1C Homebush Bay Dr Rhodes.

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

Signature of attorney:

Attorney's name: Nigel Edgar

Signing on behalf of: Discovery Point No. 3A Pty Limited

Power of attorney-Book: 4735

-No.: 818

CONSENT TO REQUEST

Discovery Point No. 3B Pty Limited

We, Discovery Point No. 3B Pty Limited, the registered proprietor of folio identifiers 557/1192909 and 709 ~~710~~/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

MJS 25.5.18 MICHELLE TAT AUTHORISED TO AMEND

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

Signature of witness:

Name of witness: Todd Perry.

Address of witness: L3, 1C Homebush Bay Dr Rhodes.

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

Signature of attorney:

Attorney's name: Nigel Edgar

Signing on behalf of: Discovery Point No. 3B Pty Limited

Power of attorney-Book: 4735

-No.: 818

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:140 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

CONSENT TO REQUEST

Discovery Point No. 4 Pty Limited

We, Discovery Point No. 4 Pty Limited, the registered proprietor of folio identifiers 557/1192909 and 709 ~~710~~/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

MWP 25.5.18

MICHELLE TAT AUTHORISED TO AMEND

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

Signature of witness:

Name of witness: Todd Perry.
Address of witness: L3, 1C Homebush Bay Dr Rhodes.

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

Signature of attorney:

Attorney's name: Nigel Edgar.
Signing on behalf of: Discovery Point No. 4 Pty Limited
Power of attorney-Book: 4735
-No.: 818

CONSENT TO REQUEST

Discovery Point No. 5 Pty Limited

We, Discovery Point No. 5 Pty Limited, the registered proprietor of folio identifiers 557/1192909 and 709 ~~710~~/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

MWP 25.5.18

MICHELLE TAT AUTHORISED TO AMEND

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

Signature of witness:

Name of witness: Todd Perry.
Address of witness: L3, 1C Homebush Bay Dr Rhodes.

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

Signature of attorney:

Attorney's name: Nigel Edgar.
Signing on behalf of: Discovery Point No. 5 Pty Limited
Power of attorney-Book: 4735
-No.: 818

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:141 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

CONSENT TO REQUEST

Discovery Point No. 6 Pty Limited

We, Discovery Point No. 6 Pty Limited, the registered proprietor of folio identifiers 557/1192909 and 709 ~~710~~/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

25.5.18

MICHELLE TAT AUTHORISED TO AMEND

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

Signature of witness:

Name of witness: Todd Parry

Address of witness: L3, 1C Homebush Bay Dr Rhodes.

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

Signature of attorney:

Attorney's name: Nigel Edgar.

Signing on behalf of: Discovery Point No. 6 Pty Limited

Power of attorney-Book: 4735

-No.: 818

CONSENT TO REQUEST

Discovery Point No. 7A Pty Limited

We, Discovery Point No. 7A Pty Limited, the registered proprietor of folio identifiers 557/1192909 and 709 ~~710~~/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

25.5.18

MICHELLE TAT AUTHORISED TO AMEND

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

Signature of witness:

Name of witness: Todd Parry

Address of witness: L3, 1C Homebush Bay Dr Rhodes

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

Signature of attorney:

Attorney's name: Nigel Edgar.

Signing on behalf of: Discovery Point No. 7A Pty Limited

Power of attorney-Book: 4735

-No.: 818

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:142 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

CONSENT TO REQUEST

Discovery Point No. 7B Pty Limited

We, Discovery Point No. 7B Pty Limited, the registered proprietor of folio identifiers 557/1192909 and 709 ~~710~~/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

25.5.18

MICHELLE TAT AUTHORISED TO AMEND

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

Signature of witness:

Name of witness: Todd Kerry

Address of witness: L3, 1C Homebush Bay Dr Rhodes.

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

Signature of attorney:

Attorney's name: Nigel Edgar.

Signing on behalf of: Discovery Point No. 7B Pty Limited

Power of attorney-Book: 4735

-No.: 818

CONSENT TO REQUEST

Discovery Point No. 8 Pty Limited

We, Discovery Point No. 8 Pty Limited, the registered proprietor of folio identifiers 557/1192909 and 709 ~~710~~/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

25.5.18

MICHELLE TAT AUTHORISED TO AMEND

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

Signature of witness:

Name of witness: Todd Perry

Address of witness: L3, 1C Homebush Bay Dr Rhodes.

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

Signature of attorney:

Attorney's name: Nigel Edgar.

Signing on behalf of: Discovery Point No. 8 Pty Limited

Power of attorney-Book: 4735

-No.: 818

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:143 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

CONSENT TO REQUEST

Discovery Point No. 9A Pty Limited

We, Discovery Point No. 9A Pty Limited, the registered proprietor of folio identifiers 557/1192909 and 709 ~~710~~/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

MJA 25.5.18
MICHELLE TAT AUTHORISED TO AMEND

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

Signature of witness:

Name of witness: Todd Perry
Address of witness:
L3, 1C Homebush Bay Dr
Rhodes.

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

Signature of attorney:

Attorney's name: ~~Nigel~~ Edgar.
Signing on behalf of: Discovery Point No. 9A Pty Limited
Power of attorney-Book: 4735
-No.: 818

CONSENT TO REQUEST

Discovery Point No. 9B Pty Limited

We, Discovery Point No. 9B Pty Limited, the registered proprietor of folio identifiers 557/1192909 and 709 ~~710~~/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

MJA 25.5.18
MICHELLE TAT AUTHORISED TO AMEND

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

Signature of witness:

Name of witness: Todd Perry.
Address of witness:
L3, 1C Homebush Bay Dr
Rhodes.

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

Signature of attorney:

Attorney's name: Nigel Edgar.
Signing on behalf of: Discovery Point No. 9B Pty Limited
Power of attorney-Book: 4735
-No.: 818

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:144 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

CONSENT TO REQUEST

Discovery Point No. 10 Pty Limited

We, Discovery Point No. 10 Pty Limited, the registered proprietor of folio identifiers 557/1192909 and 709 ~~710~~/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

MJT 25.5.18

MICHELLE TAT AUTHORISED TO AMEND

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

Signature of witness:

Name of witness: Todd Perry
Address of witness:
L3, 1C Homebush Bay Dr Rhodes.

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

Signature of attorney:

Attorney's name: Nigel Edga.
Signing on behalf of: Discovery Point No. 10 Pty Limited
Power of attorney-Book: 4735
-No.: 818

CONSENT TO REQUEST

Discovery Point Devt Pty Ltd

We, Discovery Point Devt Pty Limited, the registered proprietor of folio identifier 709/1214865 consents to consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

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

Signature of witness:

Name of witness: Todd Perry.
Address of witness:
L3, 1C Homebush Bay Dr Rhodes.

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

Signature of ~~attorney~~ MATTHEW ROBERT BAILEY
Director

Attorney's name: [redacted]
Signing on behalf of: Discovery Point Devt Pty Limited
~~Power of attorney-Book~~:
~~-No.:~~

SIMON HOWARD
Director.

and executed on behalf of the company named below by the authorised persons whose signatures appear below pursuant to section 127 of the Corporations Act 2001.

Req:R285713 /Doc:DL AN315276 /Rev:04-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:35 /Seq:145 of 145
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

CONSENT TO REQUEST

Discovery Point Pty Limited

We, Discovery Point Pty Limited, the registered proprietor of folio identifier 709/1214865 consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

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

Signature of witness:

Name of witness: Todd Perry.
Address of witness: L3, 1C Honeysuckle Bay Dr Rhodes.

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

Signature of attorney:

Attorney's name: Nigel Edgar.
Signing on behalf of: Discovery Point Pty Limited
Power of attorney-Book: 4735
-No.: 818

CONSENT TO REQUEST

Discovery Point Co-operative Limited

25.5.18 MICHELLE TAT AUTHORISED TO AMEND

We, Discovery Point Co-operative Limited, the registered proprietor of folio identifiers 710/1214865 ~~and 511/1172312~~, consents to the registration of the Request in respect the amendment to the Strata Management Statement filed with SP89924.

25.5.18 MICHELLE TAT AUTHORISED TO AMEND

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: Discovery Point Co-operative Limited
Authority: section 49(1) of the Co-operatives National Law

Signature of authorised person:

Name of authorised person: Todd Perry
Office held: Director

Signature of authorised person:

Name of authorised person: Thomas Fallon
Office held: BOARD MEMBER / Director

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

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:1 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

KING&WOOD MALLESONS

ePlan

SP89924

DISCOVERY POINT

Strata Management Statement for North Precinct at Discovery Point

King & Wood Mallesons
Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
Ref SFE

REGISTERED 8.10.2014

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:2 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

Contents

SP89924

Part 1 North Precinct and the strata management statement		**12**
1	**What is a strata management statement?**	**12**
1.1	Management of the building	12
1.2	Rights and obligations	12
1.3	Definitions	12
2	**About Discovery Point, the Co-operative and the application of a carpark umbrella deed**	**12**
2.1	Precincts	12
2.2	Co-operative	12
2.3	Membership of the Co-operative	12
2.4	Summary of Co-operative management structure	13
2.5	Co-operative Rules	13
2.6	North Precinct Carpark	13
3	**North Precinct development and subdivision**	**13**
3.1	What are the components in the North Precinct?	13
3.2	Development in stages	14
3.3	Development Period	14
3.4	Further Subdivision and Components for subsequent stages	14
3.5	Obligations of Owners Corporations and Owners to approve later subdivisions	15
3.6	Effect of the Development Period on this management statement	16
3.7	The Developer may change the subdivision method in its discretion	16
3.8	Replacement management statements	16
3.9	Developer's rights to construct and subdivide	16
4	**North Precinct management and operation**	**17**
4.1	Part building strata schemes	17
4.2	Management structure	17
4.3	Who assists the Committee?	17
4.4	Summary of management structure	17
5	**How does this management statement work?**	**18**
5.1	How is this management statement set out?	18
5.2	What is the effect of this management statement?	19
5.3	How to amend this management statement	19
6	**Who must comply with this management statement?**	**19**
6.1	General obligations	19
6.2	Obligations for Occupiers	19
6.3	Obligations for others	19
6.4	Obligations for visitors	20
6.5	By-laws for Strata Schemes	20
Part 2 The Committee's rights and obligations		**21**

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:3 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

SP89924

7	**The Committee**	**21**
7.1	Establishment	21
7.2	Members of the Committee	21
7.3	Subdivision and membership	21
7.4	Members of the Committee upon registration of this management statement	21
7.5	Members of the Committee after the Development Period	21
8	**Rights and obligations**	**22**
8.1	What are they?	22
8.2	How to make decisions	23
8.3	Power to contract and make appointments	23
8.4	Making Rules	23
8.5	Effect of Rules	24
9	**Officers of the Committee**	**24**
9.1	What Officers must the Committee appoint?	24
9.2	Eligibility for election	24
9.3	Appointment of Officers	24
9.4	Vacating the position of an Officer	24
10	**Functions of Officers**	**24**
10.1	Exercising functions	24
10.2	The Secretary	24
10.3	The Treasurer	25
10.4	The Chairperson	25
11	**Appointing a Strata Manager**	**25**
11.1	Purpose of the appointment	25
11.2	Qualifications of the Strata Manager	26
11.3	Delegation of functions	26
11.4	What functions may not be delegated?	26
11.5	Form of agreement	26
11.6	Term of the appointment	26
11.7	Remuneration	26
12	**Appointing a Facilities Manager**	**27**
12.1	Purpose of the appointment	27
12.2	Form of agreement	27
12.3	Term of the appointment	27
12.4	Remuneration	27
12.5	Agreements by Members in their capacity as Owners Corporations	27
13	**Insurance requirements**	**27**
13.1	Statutory and other required insurance	27
13.2	Optional insurances	28
13.3	Proceeds of building insurance claims	28
13.4	Valuations	28
13.5	When to carry out the first valuation	28
13.6	Building sum insured	28
13.7	Regular review of insurances	28
13.8	Insuring for new risks	29

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:4 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

13.9 Insurance records 29

14 Keeping records 29

14.1 Obligations of the Committee 29
14.2 Which records must the Committee keep? 29
14.3 How long are records kept? 30

15 Inspecting the Committee's records 30

15.1 Who is entitled to inspect the records? 30
15.2 What is the procedure? 30
15.3 Time for the inspection 30
15.4 Taking copies of records 30

16 Providing Outstanding Levy Certificates 30

16.1 Who may apply for a certificate? 30
16.2 Procedure to obtain a certificate 30
16.3 Information to be included in a certificate 31
16.4 When must the certificate be given? 31
16.5 Certificate is evidence of matters in it 31

17 Committee's power to gain access to Shared Facilities 31

17.1 General requirement 31
17.2 What are the powers of the Committee? 31
17.3 Access requirements 32
17.4 Notice requirements 32
17.5 Paying costs 32
17.6 Rectifying damage 32
17.7 Sole user 32

18 Committee's power to do work in an emergency 32

18.1 Committee may do anything 32
18.2 Entering parts of North Precinct 32
18.3 What are your obligations? 32
18.4 Damages 33
18.5 Sole user 33
18.6 References to the Committee 33

19 Committee's power to act on behalf of the Members 33

19.1 Acting as agent 33
19.2 Appointment as agent and attorney 33
19.3 Legal proceedings by a Member 33

20 Consents by the Committee 33

20.1 How may consent be given? 33
20.2 Conditional consent 33
20.3 Revoking consent 34

Part 3 Rights and obligations of Members, Owners and Occupiers 35

21 What are the rights and obligations of Members? 35

21.1 General obligations 35
21.2 Voting rights 36
21.3 Maintenance requirements 36
21.4 Damage 36

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:5 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

22	**Appointing a Representative and a Substitute Representative**	**36**
22.1	Appointments generally	36
22.2	Appointments by Owners Corporations	36
22.3	Eligibility for appointment	36
22.4	Appointment Form	37
22.5	When does an appointment become effective?	37
22.6	Proxies	37
22.7	Acts by Representatives and Substitute Representatives	37
23	**Procedures when you become a Member or change your contact details**	**37**
23.1	Purchasing a Stratum Lot	37
23.2	Leasing a Stratum Lot	37
23.3	New Owners Corporations	37
23.4	Changing parties to Service Contracts	37
23.5	Changing your contact details	38
23.6	Obligations under the North Precinct Carpark Umbrella Deed	38
24	**What are the obligations of Owners and Occupiers?**	**38**
25	**Owners Corporation meetings and by-laws**	**39**
25.1	Meetings	39
25.2	By-laws and this management statement	39
25.3	By-laws and the Co-operative Rules	39
26	**Rights of access**	**40**
26.1	General requirement	40
26.2	Access in an emergency	40
26.3	Access to Shared Facilities by the Committee	40
26.4	Access to Shared Facilities by Members, Owners and Occupiers	40
26.5	No loading bays	40
26.6	Moving into and out of North Precinct	40
26.7	Paying costs	40
26.8	Rectifying damage	40
26.9	Developer's rights	40
27	**Carrying out works**	**41**
27.1	Works in Stratum Lots	41
27.2	Works in Strata Lots	41
27.3	Consenting to applications	41
27.4	Developer's rights	41
28	**Obligations for insurance**	**41**
28.1	Actions that may increase premiums	41
28.2	Paying for additional premiums	41
28.3	Proceeds of building insurance claims	41
29	**Fire safety and protection**	**42**
29.1	What are your obligations?	42
29.2	Keeping flammable materials	42
29.3	Restrictions about fire safety	42
Part 4 Meeting procedures and resolutions		**43**

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:6 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

30	**Meetings of the Committee**	**43**
30.1	Types of meetings	43
30.2	Meetings	43
30.3	Emergency Meetings	43
30.4	Who convenes meetings?	43
31	**Notices and agendas for meetings**	**44**
31.1	Information to be included in the notice	44
31.2	Agenda for a Meeting	44
31.3	No voting on matters not on the agenda	44
31.4	Agenda for an Emergency Meeting	44
31.5	Information to be included in the notice of a Meeting to consider levy contributions	44
32	**How to give notice of a meeting**	**45**
32.1	How much notice is required for a Meeting?	45
32.2	How to serve notice of a Meeting	45
32.3	Giving notice of an Emergency Meeting	45
32.4	How to service notice of an Emergency Meeting	45
33	**Procedures for holding meetings**	**45**
33.1	Conducting a Meeting or Emergency Meeting	45
33.2	Quorum for a meeting	45
33.3	Failure to obtain a quorum	46
33.4	Notice of adjourned meetings	46
33.5	Quorums at adjourned meetings	46
33.6	Determining a quorum	46
33.7	Attendance at a Meeting	46
33.8	Special provisions for Meetings held in writing	46
33.9	How to cast a vote at an Emergency Meeting	46
33.10	Minutes of meetings	47
34	**Voting rights of Members**	**47**
34.1	Voting rights of Members	47
34.2	Value of voting entitlements	47
34.3	Instructions by a Member	48
34.4	Restrictions on voting	48
35	**Appointing a proxy**	**48**
35.1	Who may appoint a proxy?	48
35.2	Who may be a proxy?	48
35.3	How to appoint	48
35.4	Instructions about voting	48
35.5	Restrictions on voting	48
36	**Resolutions at Meetings and Emergency Meetings**	**49**
36.1	What is a Resolution?	49
36.2	Who may vote on a matter requiring a Resolution?	49
36.3	When is a Resolution passed?	49
36.4	Matters decided by Resolution	49
37	**Developer Resolutions at Meetings**	**49**
37.1	What is a Developer Resolution?	49

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:7 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

37.2	Who may vote on a Developer Resolution?	50
37.3	Value of voting entitlements for Developer Resolutions	50
37.4	When is a Developer Resolution passed?	50
37.5	Developer Resolutions cease to apply at the end of the Development Period	51
38	**Shared Facility Resolutions at Meetings**	**51**
38.1	Interpreting this clause	51
38.2	Who may vote on a Shared Facility Resolution?	51
38.3	When is a Shared Facility Resolution passed?	51
38.4	Matters decided by Shared Facility Resolution	51
39	**Unanimous Resolutions at Meetings**	**51**
39.1	Purpose of Unanimous Resolutions	51
39.2	Who may vote on a Unanimous Resolution?	51
39.3	When is a Unanimous Resolution passed?	51
39.4	Matters decided by Unanimous Resolution	52
40	**Obligations of Members and Owners to implement resolutions**	**52**
Part 5 Financial management		**53**
41	**What funds must the Committee establish?**	**53**
41.1	Administrative Fund	53
41.2	Sinking Fund	53
41.3	What money is paid into the Administrative Fund?	53
41.4	What money is paid into the Sinking Fund?	53
42	**Financial Years**	**53**
42.1	First Financial Year	53
42.2	Subsequent Financial Years	54
43	**Preparing budgets**	**54**
43.1	When to prepare budgets	54
43.2	What information must be included in a budget?	54
43.3	How much to budget	54
44	**Determining contributions**	**54**
44.1	Levying Members	54
44.2	What proportion of costs must you pay	54
44.3	Co-Operative Shared Facilities	55
44.4	Broken periods	55
44.5	Procedures for determining contributions	55
44.6	Determining the amount of contributions	55
44.7	Insufficient funds	55
44.8	Budget where there are insufficient funds	55
44.9	Determining contributions at an Emergency Meeting	55
45	**Preparing financial statements**	**56**
45.1	Obligations of the Committee	56
45.2	Information to be included in a financial statement	56
46	**Paying contributions**	**56**
46.1	Notices of contributions	56

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:8 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

46.2 Raising funds in an emergency 56

47 Banking money and interest on accounts 57

47.1 Establishing a bank account 57
47.2 Withdrawing money 57
47.3 Trust account 57
47.4 Interest bearing accounts 57

48 Late payments 57

48.1 Interest 57
48.2 Calculating interest 57
48.3 Certificates about interest rates 57
48.4 Recovering unpaid contributions 57

49 Dealing with surplus funds 58

49.1 Distributing surplus funds 58
49.2 Considerations 58

50 Paying contributions when there is a Dispute 58

50.1 What are your obligations? 58
50.2 Continuing payments 58
50.3 Your rights are not affected 58

Part 6 Shared Facilities 59

51 Overview of Shared Facilities 59

51.1 What are they? 59
51.2 What do Shared Facilities include? 59
51.3 How do I know if a facility or service is a Shared Facility? 59
51.4 Developer to provide Shared Facilities information to the Committee 60
51.5 Availability of Shared Facilities 60
51.6 Rights and obligations of the Committee 60
51.7 Shared Facilities and Common Property 60
51.8 Shared Facilities and Stratum Lots 60
51.9 Who may use Shared Facilities? 61
51.10 When can you use Shared Facilities? 61
51.11 Easements 61
51.12 Co-operative Shared Facilities 61

52 Changing and adding to Shared Facilities 62

52.1 Interpreting this clause 62
52.2 Decisions regarding Shared Facilities 62
52.3 Obligations of Members and Owners 62
52.4 Changing the costs for Shared Facilities 62
52.5 Reasons for exercising powers 62

53 Using approved contractors 62

53.1 Overview 62
53.2 Obligations of the Committee 63
53.3 Obligations of Members, Owners and Occupiers 63

54 Damage to Shared Facilities 63

54.1 What are your obligations? 63

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:9 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

54.2 No interference 63

55 Restricting access to parts of North Precinct and issuing Security Keys 63

55.1 Restricting access to parts of North Precinct 63
55.2 Provision of Security Keys 63
55.3 Charging fees for Security Keys 64
55.4 Your rights and obligations 64
55.5 Some prohibitions 64
55.6 Who owns Security Keys? 64
55.7 Managing the Security Key system 64

56 Carpark Accessway 65

56.1 Rights of the Committee 65
56.2 Complying with requirements 65
56.3 No parking on Carpark Accessway 65

57 Bicycle Parking 65

57.1 Use 65
57.2 Requirements 65
57.3 Committee not responsible 65

58 Garbage storage and removal 65

58.1 Requirements for Residential Buildings 65
58.2 Obligations of Owners Corporation for Residential Buildings 66
58.3 Requirements for Retail 66
58.4 Requirements for Commercial Component 66
58.5 General obligations of Owners and Occupiers 66

59 Carwash Bay 67

59.1 Hours of use 67
59.2 Conditions for use 67

Part 7 Development Works, subdivisions and replacement management statements 68

60 Interpreting this part 68

60.1 Developer's rights 68
60.2 References to the Developer 68

61 Development Works 68

61.1 Developer's rights 68
61.2 Consents from Government Agencies 68
61.3 Access arrangements 68
61.4 Works affecting Shared Facilities 68
61.5 Rectifying damage 69
61.6 Development Works Applications 69
61.7 Notice when Shared Facilities complete 69

62 Selling Activities 69

62.1 Developer's rights 69
62.2 Consents from Government Agencies 69
62.3 Access arrangements 69
62.4 Rectifying damage 69
62.5 Selling Activities Applications 69

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:10 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

63	**Subdivisions and consents**	**70**
63.1	Acknowledgements about subdivisions and their effect on this management statement	70
63.2	Obligations of Owners	70
63.3	Obligations of Owners of Strata Lots	70
63.4	Repealing this management statement	70
63.5	Subdivisions and Easements	70
63.6	Endorsement of consent	71
63.7	Costs	71
64	**Effect of registering a new management statement**	**71**
64.1	Statement continuation of provisions	71
64.2	Financial statement	72
Part 8 Miscellaneous		**73**
65	**How to resolve Disputes**	**73**
65.1	Interpretation	73
65.2	Resolution of Disputes	73
65.3	Dispute Notice	73
65.4	Negotiation	73
65.5	Referring a Dispute to expert determination	73
65.6	Appointing an expert	74
65.7	Instructions to the expert	74
65.8	Conducting expert determination	74
65.9	Expert determination	74
65.10	Binding effect	74
65.11	Expert determination about Shared Facility costs	74
65.12	Costs	74
66	**How to serve notices**	**75**
66.1	Methods of serving notices	75
66.2	When does a notice take effect?	75
66.3	Receipt - post	75
66.4	Receipt - fax	75
66.5	Receipt-email	75
66.6	Communication by email	75
66.7	Form of notices	75
66.8	Receipt - general	76
66.9	Notices to the Committee	76
67	**GST**	**76**
67.1	Amounts are exclusive of GST	76
67.2	Obligation to pay GST	76
67.3	Differences in amounts	76
67.4	Reimbursement	76
68	**General**	**76**
68.1	Discretion in exercising rights	76
68.2	Partial exercise of rights	77
68.3	Approvals and consents	77
68.4	Conflict of interest	77
68.5	Remedies cumulative	77
68.6	Severability	77

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:11 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Part 9 Dictionary 78

69 Definitions 78

70 Interpretation 86

70.1 References to certain terms 86
70.2 Headings 87

Schedule 1 - Formula for contribution to Shared Facilities 88

Schedule 2 - Indicative list of Shared Facilities 89

Schedule 3 - Worked example of the division of costs for Shared Facilities 92

Schedule 4 - Architectural Code 97

Schedule 5 - Precinct Plan 110

Schedule 6 - Appointment Form 112

Schedule 7 - Membership Form 115

Schedule 8 - Proxy Form 117

Signing page 119

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:12 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

Part 1

North Precinct and the strata management statement

SP89924

1 What is a strata management statement?

1.1 Management of the building

A strata management statement is a set of rules that regulate the management and operation of a building where part of the building is subdivided by a strata scheme or schemes. These types of strata schemes are called "part building strata schemes". The Strata Schemes in the North Precinct are part building strata schemes.

1.2 Rights and obligations

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

1.3 Definitions

In this management statement, capitalised words are defined in clause 69 ("Definitions").

2 About Discovery Point, the Co-operative and the application of a carpark umbrella deed

2.1 Precincts

When the development is complete, Discovery Point will have a number of separate precincts. The Precincts will comprise a mixture of Strata Schemes and may contain Stratum Lots. Precinct 4 may be subdivided by a Community Plan under the *Community Land Development Act 1989* (NSW). See the plan in schedule 5 ("Precinct plan").

2.2 Co-operative

The role of the Co-operative is to manage the facilities and services in Discovery Point which it owns or has the right to use or otherwise on behalf of its Members at their request, including the heritage structures and open space areas.

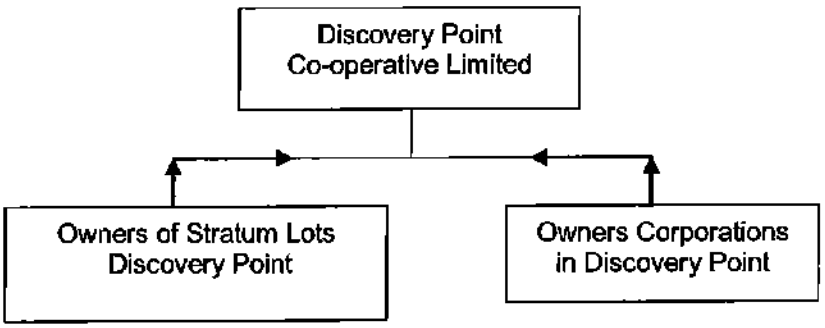
2.3 Membership of the Co-operative

Each Owners Corporation and Owner of a Stratum Lot in the North Precinct and Discovery Point must become, and remain, a member of the Co-operative according to the Co-operative Rules and the Easements.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:13 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

2.4 Summary of Co-operative management structure

In summary, the management structure for the Co-operative looks like this:



2.5 Co-operative Rules

(a) The Co-operative Rules bind Members, Owners and Occupiers in respect of the Co-operative.

(b) You must comply with the provisions of the Co-operative Rules which are expressed to bind you.

(c) To the extent that in complying with clause 2.5(b) you would breach this management statement or any by-laws, you are excused.

2.6 North Precinct Carpark

The North Precinct Carpark servicing the North Precinct is managed and operated as described in this management statement.

3 North Precinct development and subdivision

3.1 What are the components in the North Precinct?

The Developer will construct and subdivide the North Precinct in stages. At the date of registration of this management statement, the Developer intends the North Precinct to contain the following components:

Stage	Component	Description	Member
1	Arc Residential Tower	A Strata Scheme containing residential apartments (with associated carparking).	Arc Residential Owner
2	Watervue Residential Tower	A Strata Scheme containing residential apartments (with associated carparking).	Watervue Residential Owner
3 & 4	Shore (being Shore East and Shore North)	A staged Strata Scheme containing residential apartments (with associated carparking)	Shore Owner

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:14 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Stage	Component	Description	Member
5	Building 11 Tower	A Strata Scheme containing residential apartments (with associated carparking)	Building 11 Owner
6	Building 12 Tower	A Strata Scheme containing residential apartments (with associated carparking)	Building 12 Owner
7	Building 13 Tower	A Strata Scheme containing residential apartments (with associated carparking)	Building 13 Tower
	Co-Operative Lots	Stratum Lots consisting of roads, parks and infrastructure	Co-Operative

all of which are to be erected as a single structure but in stages. At the date of registration of this management statement, the Developer intends this management statement to apply to the whole of the North Precinct.

The Developer's intended staging of development, the number of future buildings and components within the North Precinct may change. For example, Stages 5, 6 and 7 may comprise Commercial Components in whole or part. Part 7 ("Development Works, subdivisions and replacement management statements") applies.

3.2 Development in stages

North Precinct will be developed and subdivided in stages which are indicatively described as Stages 1 to 7. The Co-operative Lots will be developed during those stages . The Developer may change the number and use of components.

3.3 Development Period

At the date of registration of this management statement, Arc and part of the North Precinct Carpark will be complete. This marks the commencement of the Development Period for the North Precinct for the purposes of this management statement.

Stage 1 will involve the development of Arc and part of the North Precinct Carpark under Building 11. Stage 2 will involve the construction of Watervue and the carpark under Shore East. Stages 2 through 7 will be the progressive development of the residue of the North Precinct to create Shore, future Buildings 11 - 13 and the progressive development of the North Precinct Carpark. These future Buildings will form components of the North Precinct as described in clause 3.4 ("Further Subdivision and Components for subsequent stages").

3.4 Further Subdivision and Components for subsequent stages

It is the present intention of the Developer to:

(a) subdivide Lot 555 and 556 in DP1192909 by a Stratum Plan to create:

(i) lot 699 (**"Co-operative Road Lot"**) which will be road and associated open space; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:15 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(ii) lot 700 which will be subdivided by a Strata Plan to create a Strata Scheme for a future building to be known as Watervue Residential; and

(iii) lot 701 (the "**Shore Residue Lot**") which will form the development site for Shore; and

(b) subdivide the Shore Residue Lot by a Stratum Plan to create a stratum lot which will be subdivided by a Strata Plan to create a Strata Scheme for a future building to be known as Shore which will be developed in stages by the registration of a Staged Strata Scheme;

(c) subdivide Lot 557 in DP1192909 by a Stratum Plan to create:

(i) a stratum lot which will be subdivided by a Strata Plan to create a Strata Scheme for a future building to be known as Building 11; and

(ii) another stratum lot (the "**Buildings 12 and 13 Residue Lot**") which will form the development sites for Buildings 12 and 13; and

(d) subdivide the Buildings 12 and 13 Residue Lot by a Stratum Plan to create:

(i) a stratum lot which will be subdivided by a Strata Plan to create a Strata Scheme for a future building to be known as Building 12; and

(ii) another stratum lot (the "**Building 13 Residue Lot**") which will form the development sites for Building 13; and

(e) a Strata Plan subdividing the Building 13 Residue Lot to create a Strata Scheme for a future building to be known as Building 13 Residential; and

(f) various boundary adjustment plans to ensure that the various plans referred to above accurately reflect the physical structures that are to be included within the various Strata Plans and Stratum Plans that will be the final subdivision plans for the North Precinct and to create appropriate lots for transfer to the Co-operative.

3.5 Obligations of Owners Corporations and Owners to approve later subdivisions

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

(a) vote in favour of registering and sign any amendments to strata management statements or an amendment to this management statement to accompany the Strata Plans for buildings in further stages (if required by the Developer); and

(b) vote in favour of and sign any application by the Developer to the Registrar-General to waive the requirement under the Development Act to register additional strata management statements with the Strata Plans for buildings in further stages (if required by the Developer); and

(c) sign all documents and do all things reasonably necessary to give effect to this clause 3.5.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:16 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

3.6 Effect of the Development Period on this management statement

This management statement and the management structure for the North Precinct reflect the arrangements that will operate on completion of the Development Period when the intended components of North Precinct will be complete as described in clause 3.1 ("What are the different components in North Precinct?"). There are transitional arrangements in the management statement for the Development Period about issues like:

(a) complying with the Architectural Code; and

(b) membership of the Committee and voting rights; and

(c) Budgets and Administrative Fund and Sinking Fund contributions; and

(d) contributing to the costs of Shared Facilities.

3.7 The Developer may change the subdivision method in its discretion

(a) The Developer's current intention is that the North Precinct be subdivided as described in clause 3.1. However, the Developer in its discretion may select another method of subdivision for the North Precinct, including that this strata management statement governs a smaller single structure and that this strata management statement not govern the entirety of the North Precinct but a smaller parcel of land within the North Precinct.

(b) In the event of clause 3.7(a) being enlivened, the Developer must notify the Members, providing details of the other method of subdivision selected and copies of draft documents which are reasonably necessary to implement the other method of subdivision selected, including any amendments reasonably required to this management statement, including a definition of the lots which comprise the SMS Parcel.

(c) This management statement shall be read with any appropriate changes necessary to give effect to the Developer's method of subdivision selected, including, where appropriate:

(i) references to North Precinct shall be amended, where appropriate to be restricted to the SMS Parcel; and

(ii) any amendments reasonably required to this management statement to reflect the Developer's alternative method of subdivision for the North Precinct.

3.8 Replacement management statements

As the development and subdivision of North Precinct proceeds, it may be necessary to amend this management statement and/or replace this management statement with a new management statement. Members agree to replace this management statement with a new management statement according to part 7 ("Development Works, subdivisions and replacement management statements"), and may be required to do this more than once.

3.9 Developer's rights to construct and subdivide

The Developer's rights to carry out Development Works and subdivide parts of North Precinct are generally in part 7 ("Development Works, subdivisions and replacement management statements").

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:17 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

4 North Precinct management and operation

4.1 Part building strata schemes

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

4.2 Management structure

The Committee is responsible for operating and managing North Precinct on behalf of the Members. Each Member who is not an individual appoints a Representative to attend and vote for them at Meetings and Emergency Meetings of the Committee. See clause 22 ("Appointing a Representative and a Substitute Representative") for more information.

4.3 Who assists the Committee?

The Committee may appoint various persons to assist it to perform its functions. For example, the Committee may appoint a Strata Manager to assist in the management of North Precinct and to perform secretarial and financial functions. The Committee may also:

(a) appoint a Facilities Manager to assist in the operation and maintenance of Shared Facilities; and

(b) enter into contracts and other arrangements with Service Contractors for the operation, maintenance, repair and replacement of Shared Facilities; and

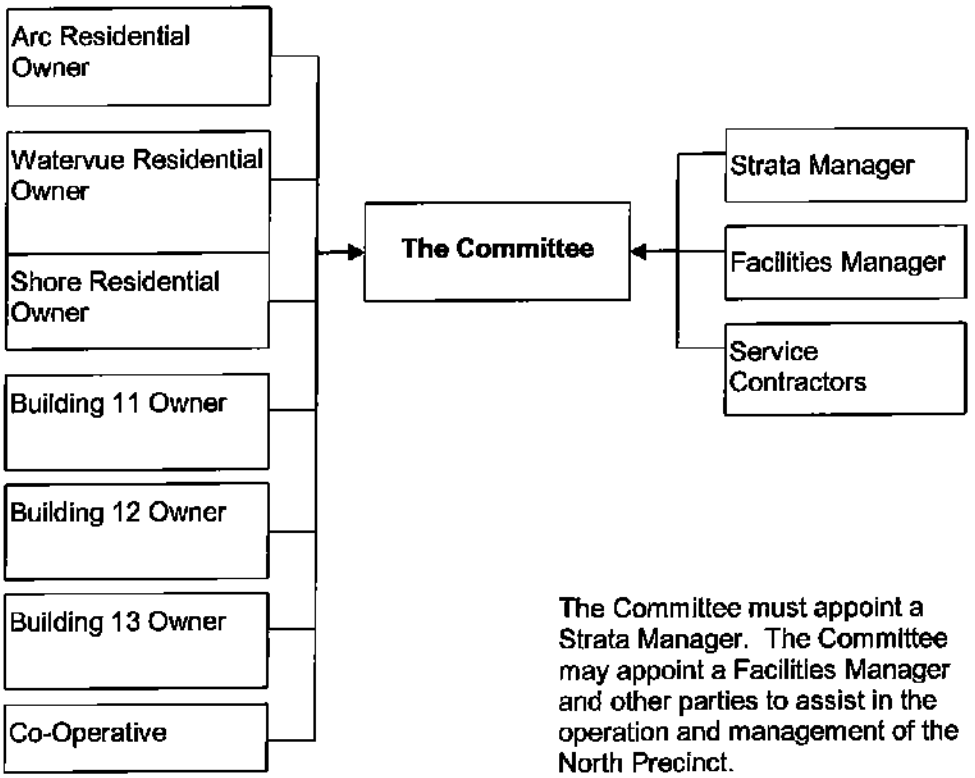
(c) appoint the Co-operative to perform its functions or administer various matters in connection with this management statement or the Easements (apart from those functions which may only be delegated to a licensed strata managing agent under the Management Act).

The Committee's rights and obligations are explained in more detail in part 2 ("The Committee's rights and obligations").

4.4 Summary of management structure

Subject to clause 3.7 of this management statement, in summary, the management structure for North Precinct looks like this:

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:18 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342



These parties are, or will become, members of the Committee. They each appoint a Representative to attend and vote for them at Meetings and Emergency Meetings.

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

5 How does this management statement work?

5.1 How is this management statement set out?

There are nine parts in this management statement:

Part 1 North Precinct and the strata management statement	Part 1 explains the management structure of the North Precinct and who must comply with this management statement.
Part 2 Rights and obligations of the Committee	Part 2 explains the rights and obligations of the Committee. It contains information about the Committee and about appointing a Strata Manager, Facilities Manager and Service Contractors to assist the Committee to perform its functions.
Part 3 Rights and obligations of Members, Owners and Occupiers	Part 3 explains the rights and obligations of Members, Owners and Occupiers. It includes provisions about insurance and access rights.
Part 4 Meeting procedures and resolutions	Part 4 explains the procedures for convening and holding Meetings and Emergency Meetings, quorum requirements and the types of resolutions required for decisions of the Committee.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:19 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Part 5 Financial management	Part 5 explains the procedures for preparing budgets, financial statements and levying processes for contributions to meet costs under this management statement.
Part 6 Shared Facilities	Part 6 explains how Shared Facilities work and are paid for by Members. It contains important information about the operation of, and obligations in connection with, Shared Facilities like the Carpark Accessway.
Part 7 Development Works, subdivisions and replacement management statements	Part 7 explains the rights of the Developer to carry out Development Works and Selling Activities. It also explains the requirements for approving Subdivision Plans and registering replacement management statements with Subdivision Plans.
Part 8 Miscellaneous	Part 8 explains the procedures for resolving Disputes and how to serve notices.
Part 9 Dictionary	Part 9 contains a dictionary and explains how to interpret this management statement.

5.2 What is the effect of this management statement?

This management statement has effect as an agreement under seal.

5.3 How to amend this management statement

Subject to part 7 ("Development Works, subdivisions and replacement management statements"), the Committee may amend, add to or repeal all or parts of this management statement only by Unanimous Resolution.

6 Who must comply with this management statement?

6.1 General obligations

Persons who must comply with this management statement are the Members, Owners and Occupiers.

6.2 Obligations for Occupiers

If you are an Owner, you must include in any lease or other agreement for the use and occupation of your Lot provisions requiring the Occupiers of the Lot to refrain from breaching this management statement.

6.3 Obligations for others

You must not:

(a) do anything to prevent another person from complying with this management statement; or

(b) allow another person to do anything which you cannot do under this management statement.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:20 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

6.4 Obligations for visitors

You must:

(a) take all reasonable actions to ensure that your visitors refrain from breaching this management statement; and

(b) make your visitors leave Discovery Point if they do not refrain from breaching this management statement.

6.5 By-laws for Strata Schemes

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

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:21 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

Part 2

The Committee's rights and obligations

SP89924

7 The Committee

7.1 Establishment

The Members must establish the Committee within one month after this management statement is registered and must always have a Committee.

7.2 Members of the Committee

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

7.3 Subdivision and membership

A Stratum Lot (including any Stratum Lot created under clause 3.7(a)) may be subdivided by:

(a) a plan of subdivision after registration of this strata management statement, into two or more Stratum Lots. If this happens, the Member is the Owner of each Stratum Lot created on registration of the plan of subdivision; or

(b) a Strata Plan after registration of this strata management statement. If this happens, the Owner of the Stratum Lot will become the Owners Corporation for the new Strata Scheme and the Member is the Owners Corporation for the Strata Scheme.

7.4 Members of the Committee upon registration of this management statement

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

(a) the Owners Corporation for Arc; and

(b) the Owner of Lot 555; and

(c) the owner of Lot 556; and

(d) the Owner of Lot 557.

7.5 Members of the Committee after the Development Period

Subject to clause 3.7 ("The Developer may change the subdivision method in its discretion"), the Members of the Committee after the Development Period will be:

(a) the Owners Corporation for Arc; and

(b) the Owners Corporation for Watervue; and

(c) the Owners Corporation for Shore; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:22 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(d) the Owners Corporation for Building 11; and

(e) the Owners Corporation for Building 12;

(f) the Owners Corporation for Building 13; and

(g) the Co-operative.

8 Rights and obligations

8.1 What are they?

In addition to its rights and obligations elsewhere in this management statement, the Committee is to:

(a) exercise its rights according to, and comply with its obligations under, the Management Act, the Development Act, this management statement and the Easements; and

(b) monitor Members' compliance with their obligations under the Co-operative Rules as members of the Co-operative, including but not limited to obligations to make payment, prepare budgets and determine contributions in accordance with the directions of the Co-operative; and

(c) monitor Members' compliance with their obligations under the Easements, including easements, restrictions and covenants which apply to Co-operative Property (with which each Member must comply as a member of the Co-operative) and any obligations to make payments, prepare budgets or determine contributions under the Easements; and

(d) comply with all requirements under development consents which are applicable to North Precinct, including but not limited to any ongoing obligations to administer and maintain management plans and policies as required under those development consents or as directed by Council or the relevant Government Agencies; and

(e) comply with its obligations under the Co-operative Rules; and

(f) make decisions about the matters in this management statement; and

(g) convene and hold Meetings and Emergency Meetings; and

(h) determine Administrative Fund contributions and Sinking Fund contributions to meet the Committee's costs; and

(i) operate, maintain, renew and replace Shared Facilities, including (but not limited to):

(i) cleaning graffiti from the facades of North Precinct which is visible from a public place; and

(ii) maintaining landscaping to the standard approved by Council at all times; and

(j) deal with and make decisions about Shared Facilities; and

(k) effect insurances; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:23 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(l) administer the Architectural Code; and

(m) monitor the compliance by Members, Owners and Occupiers with their obligations under the Management Act, the Development Act, this management statement, the Co-operative Rules, the Easements and the Rules and any directions of the Co-operative Council and relevant Government Agencies; and

(n) monitor the performance of the Strata Manager; and

(o) monitor the performance of the Facilities Manager; and

(p) monitor the performance of Service Contractors; and

(q) where applicable, monitor the compliance by Members, Owners and Occupiers with their obligations under the Council Deed; and

(r) monitor the compliance by Members, Owners and Occupiers with their obligations under the North Precinct Carpark Umbrella Deed (if applicable); and

(s) do everything else necessary to exercise its rights and comply with its obligations.

8.2 How to make decisions

The Committee may make decisions only according to this management statement and at a properly convened Meeting or Emergency Meeting by Resolution, Shared Facility Resolution or Unanimous Resolution.

8.3 Power to contract and make appointments

The Committee may:

(a) enter into contracts or other arrangements with Service Contractors to assist the Committee to exercise its rights and comply with its obligations; and

(b) appoint consultants and experts to advise and assist the Committee to exercise its rights and to comply with its obligations; and

(c) appoint agents (for example, a Member, Strata Manager, the Co-operative or a member of the Co-operative) to enter into contracts or other arrangements on its behalf and on behalf of the Members.

8.4 Making Rules

The Committee may make Rules to facilitate the management, operation, maintenance and control of North Precinct. However:

(a) when the Committee makes a Rule it must take into account the mixed use nature of North Precinct and the various components in North Precinct; and

(b) Rules must not conflict with this management statement or the Co-operative Rules.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:24 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

8.5 Effect of Rules

A Rule made by the Committee applies as though it is set out in full in this management statement.

9 Officers of the Committee

9.1 What Officers must the Committee appoint?

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

9.2 Eligibility for election

To be eligible for election as an Officer, you must be a Representative, a Substitute Representative or the Strata Manager.

9.3 Appointment of Officers

The Committee must appoint its Officers within one month after this management statement is registered. The Committee:

(a) may appoint you (if you are eligible for appointment) to hold the position of one or more Officers; and

(b) may appoint new Officers at any time; and

(c) must immediately appoint a replacement Officer if an existing Officer vacates their position.

9.4 Vacating the position of an Officer

You vacate your position as an Officer if:

(a) you cease to be a Representative, Substitute Representative or the Strata Manager; or

(b) the Committee dismisses you from your position; or

(c) the Committee appoints a replacement Officer to fill your position; or

(d) you resign in writing from your position. You must notify the Committee of your resignation and the date from which it will become effective.

10 Functions of Officers

10.1 Exercising functions

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

10.2 The Secretary

In addition to the functions set out elsewhere in this management statement, the Secretary is to:

(a) convene Meetings and Emergency Meetings; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:25 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) prepare and distribute notices, agendas and minutes for Meetings and Emergency Meetings; and

(c) serve notices for the Committee; and

(d) answer communications sent to the Committee; and

(e) perform administrative and secretarial functions for the Committee; and

(f) keep records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act; and

(g) make the records of the Committee available for inspection according to clause 15 ("Inspecting the Committee's records").

10.3 The Treasurer

In addition to the functions set out elsewhere in this management statement, the Treasurer is to:

(a) prepare budgets; and

(b) prepare Outstanding Levy Certificates; and

(c) prepare financial statements; and

(d) prepare (or arrange for the preparation of) audit reports; and

(e) send notices of Administrative Fund and Sinking Fund contributions to Members; and

(f) collect contributions from Members; and

(g) receive, acknowledge, bank and account for contributions and other money paid to the Committee; and

(h) pay accounts; and

(i) keep accounting records for the Committee.

10.4 The Chairperson

The Chairperson is to preside at each Meeting and Emergency Meeting at which the Chairperson is present. If the Chairperson does not attend a Meeting or an Emergency Meeting, the persons present at the meeting may appoint another Representative, Substitute Representative or the Strata Manager to preside at that meeting only.

11 Appointing a Strata Manager

11.1 Purpose of the appointment

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

11.2 Qualifications of the Strata Manager

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

11.3 Delegation of functions

Subject to clause 11.4 ("What functions may not be delegated?"), the Committee may delegate to the Strata Manager some or all of the functions of the Committee and the Officers.

11.4 What functions may not be delegated?

The Committee may not delegate to the Strata Manager:

(a) this power of delegation; or

(b) the right to determine Administrative Fund and Sinking Fund contributions; or

(c) any right or obligation which the Committee decides may be exercised or complied with only by the Committee.

11.5 Form of agreement

An agreement between the Committee and the Strata Manager must:

(a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 8.3(c) ("Power to contract and make appointments")) and the Strata Manager; and

(b) allow the Committee and the Officers to continue to exercise the rights and comply with the obligations which the Committee has delegated to the Strata Manager; and

(c) allow the Strata Manager to terminate the agreement if the Strata Manager is not appointed by at least the Arc Residential Owner and as its strata managing agent; and

(d) contain provisions which entitle the Committee and the Strata Manager to terminate the agreement early if a party does not comply with their obligations under the agreement.

11.6 Term of the appointment

The term of the initial agreement between the Committee and the Strata Manager must not exceed two years. Any further agreement may be for a term determined by the Committee (acting reasonably).

11.7 Remuneration

The Strata Manager's remuneration for the first year of the initial agreement under this clause 11 must not exceed $75,000.00. The remuneration of the Strata Manager for the second and subsequent years of the initial agreement (and for any further agreement) may be the amount determined by the Committee (acting reasonably).

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:27 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

12 Appointing a Facilities Manager

12.1 Purpose of the appointment

The Committee may appoint, and enter into agreements with, a Facilities Manager to provide operational and management services including to assist the Committee perform its functions in relation to Shared Facilities.

12.2 Form of agreement

An agreement between the Committee and a Facilities Manager must:

(a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 8.3(c) ("Power to contract and make appointments") and the Facilities Manager; and

(b) allow the Facilities Manager to terminate the agreement if the Facilities Manager is not appointed by at least the Arc Residential Owner as its facilities manager or caretaker; and

(c) contain provisions which entitle the Committee and Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

12.3 Term of the appointment

The term of the initial agreement between the Committee and a Facilities Manager must not exceed two years. Any further agreement may be for a term determined by the Committee (acting reasonably).

12.4 Remuneration

The Facilities Manager's remuneration for the first year of the initial agreement under this clause 12 must not exceed $105,000. The remuneration of the Facilities Manager for the second and subsequent years of the initial agreement (and for any further agreement) may be the amount determined by the Committee (acting reasonably).

12.5 Agreements by Members in their capacity as Owners Corporations

An agreement entered into by the Committee under this clause 12 may also include duties remuneration and other arrangements agreed between a Facilities Manager and a Member (for example, if the Member is an Owners Corporation in its capacity as an owners corporation instead of in its capacity as a member of the Committee). These duties, remuneration and other arrangements must be dealt with separately in the agreement to the Facilities Manager's duties and remuneration and other arrangements agreed between the Facilities Manager and the Committee.

13 Insurance requirements

13.1 Statutory and other required insurance

The Committee must effect and maintain building insurance for North Precinct in accordance with the Management Act. In addition, the Committee must effect and maintain:

(a) machinery breakdown insurance for Shared Facilities plant and equipment that is not covered under warranty (except for plant and equipment solely used by one Member); and

(b) public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by the Management Act for a public liability policy effected by an owners corporation; and

(c) any insurance required by law including (where relevant) workers compensation insurance; and

(d) enough insurance cover to pay for increased costs during the period of insurance.

13.2 Optional insurances

The Committee may effect other types of insurance including office bearers liability insurance for its Officers.

13.3 Proceeds of building insurance claims

The Committee must:

(a) apply any payments it receives under the building policy for North Precinct to rebuild or reinstate the damaged areas of North Precinct; and

(b) rebuild or reinstate the damaged part of North Precinct within a reasonable time.

See clause 28.3 ("Proceeds of building insurance claims") regarding the obligations of Members if they receive a payment under the building policy for North Precinct.

13.4 Valuations

The Committee must have the North Precinct valued for insurance purposes at least every five years. During the Development Period, the Committee must have the North Precinct valued at the completion of each stage described in clause 3.1. The valuation must be done by a qualified valuer or quantity surveyor who has a minimum of five years experience and experience in valuing for insurance purposes buildings like North Precinct.

13.5 When to carry out the first valuation

The Committee must have the first valuation carried out within six months after this management statement is registered unless, the Developer has already carried out a valuation up to three months before the date of registration of this management statement and provided it to the Committee.

13.6 Building sum insured

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

13.7 Regular review of insurances

Each year the Committee must:

(a) review its current insurance policies; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:29 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) decide whether it needs new policies and, if so, effect those policies; and

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

13.8 Insuring for new risks

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

13.9 Insurance records

The Committee must provide a certificate of currency to each Member after it renews an existing policy, alters an existing policy or effects a new policy.

14 Keeping records

14.1 Obligations of the Committee

The Committee must keep records according to this clause 14 relating to the exercise of its functions.

14.2 Which records must the Committee keep?

Records which the Committee must keep include:

(a) an up-to-date copy of this management statement; and

(b) an up-to-date copy of the Co-operative Rules and the North Precinct Carpark Umbrella Deed (if applicable) and where applicable, the Council Deed; and

(c) its agreements with the Strata Manager, Facilities Manager and Service Contractors; and

(d) an up to date roll containing the names, addresses and other contact details for each Member, Representative and Substitute Representative; and

(e) Appointment Forms and Membership Forms; and

(f) notices and minutes of Meetings and Emergency Meetings; and

(g) voting papers and Proxy Forms for Meetings and Emergency Meetings; and

(h) financial statements; and

(i) copies of Outstanding Levy Certificates; and

(j) audit reports; and

(k) budgets; and

(l) notices served on the Committee; and

(m) correspondence sent to and by the Committee; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:30 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(n) insurance records including duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances; and

(o) the Shared Facilities Register; and

(p) all other records relating to the administration and operation of North Precinct by the Committee.

14.3 How long are records kept?

The Committee must keep copies of its records for at least the period required under the Management Act for records of an owners corporation.

15 Inspecting the Committee's records

15.1 Who is entitled to inspect the records?

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

15.2 What is the procedure?

The procedure for inspecting the records of the Committee is:

(a) the applicant must apply in writing to the Secretary; and

(b) the applicant must pay the Committee an inspection fee of $30 for the first hour of the inspection and $15 for each half hour after that (or any other amount the Management Act specifies for the inspection of the records of an Owners Corporation).

15.3 Time for the inspection

The Secretary must allow an applicant to inspect the Committee's records within 10 Business Days after the applicant makes a written application and pays the inspection fee.

15.4 Taking copies of records

The applicant may take extracts from or copy the records (at their cost). The applicant cannot remove the records unless the Secretary agrees.

16 Providing Outstanding Levy Certificates

16.1 Who may apply for a certificate?

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

16.2 Procedure to obtain a certificate

The procedure for obtaining an Outstanding Levy Certificate is:

(a) the applicant must apply in writing to the Treasurer; and

(b) the applicant must pay the Committee a fee of $107 (or any other amount the Management Act specifies for a certificate under section 109 of the Management Act).

16.3 Information to be included in a certificate

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

(a) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are; and

(b) the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are; and

(c) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions; and

(d) any amount recoverable for work carried out by the Committee according to clause 18 ("Committee's power to do work in an emergency"); and

(e) any amount and rate of interest payable to the Committee under this management statement; and

(f) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.

16.4 When must the certificate be given?

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

16.5 Certificate is evidence of matters in it

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

17 Committee's power to gain access to Shared Facilities

17.1 General requirement

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

17.2 What are the powers of the Committee?

Subject to this clause 17, the Committee has the power to gain access to a Lot and Common Property in order to:

(a) operate, test, use, maintain, repair or replace Shared Facilities (for example, the integrated fire system for North Precinct or Fire Safety Devices); and

(b) exercise its rights and comply with its obligations under this management statement.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:32 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

17.3 Access requirements

To enable the Committee to exercise its rights under this clause 17 and subject to clause 17.4 ("Notice requirements"):

(a) if you are an Owners Corporation, you must give the Committee access to your Common Property; and

(b) if you are an Owner or Occupier, you must give the Committee access to your Lot

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

17.4 Notice requirements

The Committee must give you reasonable notice before it requires access to your part of North Precinct. However, in an emergency the Committee is not required to give you notice.

17.5 Paying costs

The Committee must pay the costs it incurs when it gains access to parts of North Precinct under this clause 17.

17.6 Rectifying damage

When it exercises its rights or complies with its obligations under this clause 17, the Committee must promptly rectify any damage it causes to your part of North Precinct and leave your part of North Precinct clean and tidy.

17.7 Sole user

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

18 Committee's power to do work in an emergency

18.1 Committee may do anything

In an emergency, the Committee may do anything in North Precinct which you should have done under this management statement but which, in the Committee's reasonable opinion, you have not done or have not done properly.

18.2 Entering parts of North Precinct

To exercise its rights under clause 18.1 ("Committee may do anything"), the Committee may enter your part of North Precinct and stay there for as long as necessary and do what is required to deal with the emergency.

18.3 What are your obligations?

If the Committee carries out work under clause 18.1 ("Committee may do anything"), you must pay it its reasonable costs for carrying out the work you should have carried out. The Committee must give you the information you reasonably require about the costs it has incurred.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:33 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

18.4 Damages

The Committee is not liable for damage arising out of exercising rights under clause 18.1 ("Committee may do anything") except for damage it causes maliciously or negligently.

18.5 Sole user

If you are the sole user of a Shared Facility you may exercise the rights, and are bound by the obligations, of the Committee under clause 18.

18.6 References to the Committee

In this clause 18, references to the Committee include persons authorised by the Committee and Service Contractors appointed by the Committee.

19 Committee's power to act on behalf of the Members

19.1 Acting as agent

Each Member agrees that the Committee or a person appointed by the Committee (which may be the Co-operative) may act as agent for all the Members and take legal proceedings if:

(a) a Member does not pay Administrative Fund or Sinking Fund contributions or does not comply with its obligations under this management statement or the Rules; or

(b) an Owner or an Occupier does not comply with their obligations under this management statement or the Rules.

19.2 Appointment as agent and attorney

Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee (which may be the Co-operative) to take any action authorised by Resolution.

19.3 Legal proceedings by a Member

This clause 19 does not prevent a Member from taking legal proceedings in its own name.

20 Consents by the Committee

20.1 How may consent be given?

The Committee may give consents under this management statement only at a Meeting or an Emergency Meeting.

20.2 Conditional consent

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

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:34 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

20.3 Revoking consent

The Committee may revoke its consent if you do not comply with any conditions imposed under the Committee's consent or the clause of this management statement under which the Committee granted the consent.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:35 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

Part 3

Rights and obligations of Members, Owners and Occupiers

SP89924

21 What are the rights and obligations of Members?

21.1 General obligations

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

(a) act reasonably and in good faith in your dealings with the Committee, other Members, Owners and Occupiers; and

(b) promptly comply with your obligations under this management statement, the Management Act and the Development Act; and

(c) promptly comply with your obligations under the Rules and the North Precinct Carpark Umbrella Deed (if any); and

(d) ensure, as far as is reasonable, that North Precinct is efficiently managed to a standard appropriate to its permitted uses; and

(e) promptly pay your Administrative Fund contributions, Sinking Fund contributions and other amounts you owe the Committee under this management statement; and

(f) effect and maintain the insurances required by the Management Act and this management statement; and

(g) ensure the Committee is properly constituted; and

(h) comply with decisions of the Committee; and

(i) comply with the Architectural Code and obtain all necessary consents under the Architectural Code before you carry out building or other works in North Precinct; and

(j) comply with Easements and make any payments you are required to make under the Easements, including easements, restrictions and covenants which apply to Co-operative Property (with which each Member must comply as a Member of the Co-operative); and

(k) comply with the Co-operative Rules and the directions of the Co-operative, including but not limited to the obligations to pay charges and subscription fees due to the Co-operative; and

(l) if required by the Developer or Council, promptly enter into a deed of assumption or accept novation (in your capacity as a member of the Committee) in respect of the Council Deed in accordance with the provisions of the Council Deed and comply with your obligations under the Council Deed (unless the relevant roads or accessways within North Precinct the subject of the Council Deed are Co-operative Property in

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:36 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

which case the Co-operative will be required to enter into the deed or accept novation).

21.2 Voting rights

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

21.3 Maintenance requirements

Subject to this management statement, if you are a Member you must at your own cost:

(a) maintain and keep in good repair the part of North Precinct that you own; and

(b) maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the part of North Precinct that you own; and

(c) maintain, inspect and operate plant and equipment owned or used exclusively by you to a standard recommended by the manufacturer or the applicable Australian standard.

21.4 Damage

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

22 Appointing a Representative and a Substitute Representative

22.1 Appointments generally

Subject to clause 22.2 ("Appointments by Owners Corporations"), if you are a Member:

(a) you must appoint a Representative to represent and vote for you at Meetings and Emergency Meetings; and

(b) you may appoint a Substitute Representative to represent and vote for you at Meetings and Emergency Meetings if your Representative cannot attend; and

(c) you may appoint new Representatives and Substitute Representatives at any time.

22.2 Appointments by Owners Corporations

If you are an Owners Corporation, you must appoint your Representatives and Substitute Representatives only according to the by-law for your Strata Scheme titled "Appointing a Representative and Substitute Representative".

22.3 Eligibility for appointment

Representatives and Substitute Representatives must be natural persons.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:37 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

22.4 Appointment Form

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

(a) you appoint a Representative or a new Representative; or

(b) you appoint a Substitute Representative or a new Substitute Representative; or

(c) the contact details for your Representative or Substitute Representative change.

22.5 When does an appointment become effective?

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

22.6 Proxies

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

22.7 Acts by Representatives and Substitute Representatives

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

23 Procedures when you become a Member or change your contact details

23.1 Purchasing a Stratum Lot

If you purchase or otherwise become an owner of a Stratum Lot, you must complete a Membership Form and serve it on the Committee within five Business Days after you become a Member. You become a Member on the date of the transfer to you of the Stratum Lot.

23.2 Leasing a Stratum Lot

If you lease or licence your Stratum Lot (or part of it), you must complete the part of the Membership Form dealing with new tenancies and serve it on the Committee within five Business Days after the lease or licence commences.

23.3 New Owners Corporations

When an Owners Corporation is created, it must complete a Membership Form and serve it on the Committee within 10 Business Days. An Owners Corporation is created on registration of a Strata Plan.

23.4 Changing parties to Service Contracts

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

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:38 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) transfer your Stratum Lot, you must procure the new Member for your Lot to become a party to all current Service Contracts from the date of the transfer; or

(b) subdivide your Stratum Lot (or part of it) by a Strata Plan, you must procure the new Owners Corporation to become a party to all current Service Contracts as soon as practicable after registration of the Strata Plan.

When you comply with your obligations under this clause 23.4, the Members release you from your obligations under the relevant Service Contract from the date the new Member becomes a party to the Service Contract (other than for liabilities which arose before that date). If you fail to comply with your obligations under this clause 23.4, you are responsible for any liability, loss, claim or damages sustained by the other Members as a result of your non-compliance.

23.5 Changing your contact details

If you are a Member, you must complete and serve a Membership Form on the Committee within five Business Days if:

(a) you change your name, address, telephone or fax number; and

(b) if the Occupier of your Stratum Lot (or part of it) changes their name, address, telephone number or fax number.

23.6 Obligations under the North Precinct Carpark Umbrella Deed

In the event that the Developer decides to apply an alternative form of subdivision for the North Precinct as described in clause 3.7 ("The Developer may change the subdivision method in its discretion"), it be important to the overall management and operation of the North Precinct Carpark that each Member be a party to, and be bound by, the North Precinct Carpark Umbrella Deed. To this end:

(a) if you are an Owners Corporation, you must become a party to and sign the North Precinct Carpark Umbrella Deed (or an acknowledgment document under any such North Precinct Carpark Umbrella Deed) as soon as practicable after registration of your Strata Plan; and

(b) if you are an Owner of a Stratum Lot, you must become a party to and sign the North Precinct Carpark Umbrella Deed (or an acknowledgment document under the North Precinct Carpark Umbrella Deed) within 10 Business Days after you become a Member; and

(c) if required by the North Precinct Carpark Umbrella Committee, you must enter into and sign an umbrella deed on the same terms and conditions as the North Precinct Carpark Umbrella Deed if membership of the North Precinct Carpark Umbrella Committee changes.

24 What are the obligations of Owners and Occupiers?

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

(a) promptly comply with your obligations under this management statement, the Management Act and the Development Act; and

(b) promptly comply with your obligations under the Rules; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:39 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) comply with decisions of the Committee; and

(d) comply with the Architectural Code and obtain all consents under the Architectural Code before you carry out building or other works in North Precinct; and

(e) comply with Easements; and

(f) comply with the Co-operative Rules; and

(g) where applicable, comply with the Council Deed;

(h) where applicable, comply with the North Precinct Carpark Umbrella Deed.

25 Owners Corporation meetings and by-laws

25.1 Meetings

Each Member which is an Owners Corporation must:

(a) notify the other Members of any general meetings or meetings of its executive committee if the business of the meeting involves this management statement or the other Members at least three Business Days before the meeting is scheduled to commence; and

(b) allow Representatives or Substitute Representatives of the other Members to attend those meetings; and

(c) allow the Representative or Substitute Representative of the other Members to address those meetings regarding matters affecting this management statement or the other Member.

25.2 By-laws and this management statement

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

25.3 By-laws and the Co-operative Rules

Each Member which is an Owners Corporation must not make by-laws that are inconsistent with the Co-operative Rules. If there is an inconsistency between the by-laws and the Co-operative Rules:

(a) the Co-operative Rules prevail to the extent of the inconsistency; and

(b) the relevant Member must amend the inconsistent by-law to make it consistent with the Co-operative Rules.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:40 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

26 Rights of access

26.1 General requirement

When a Member, Owner and Occupier exercise their rights to access parts of North Precinct, they must not interfere unreasonably with your lawful use of that area.

26.2 Access in an emergency

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

26.3 Access to Shared Facilities by the Committee

You must give the Committee access to operate, test, use, maintain, repair and replace Shared Facilities located in your part of North Precinct by the most direct route or by the route nominated by the Committee (acting reasonably). Clauses 17 ("Committee's power to gain access to Shared Facilities") and 18 ("Committee's power to do work in an emergency") apply.

26.4 Access to Shared Facilities by Members, Owners and Occupiers

You must give Members, Owners and Occupiers access to use Shared Facilities located in your part of the North Precinct:

(a) by the most direct route or by the route nominated by the Committee acting reasonably; and

(b) during the hours specified by this management statement or, if no time is specified, at all times.

26.5 No loading bays

There are no loading bays or loading docks in North Precinct.

26.6 Moving into and out of North Precinct

If you are moving into or out of North Precinct, you must do so from Chisholm Street, Spark Lane or Brodie Spark Drive.

26.7 Paying costs

You must pay all of your costs associated with gaining access to parts of North Precinct (unless the Committee is required to pay those costs under this management statement).

26.8 Rectifying damage

You must promptly rectify any damage you cause and leave the affected area of North Precinct clean and tidy when you exercise your rights of access.

26.9 Developer's rights

The Developer's rights to gain access to your part of North Precinct to carry out Development Works and Selling Activities are explained in part 7 ("Development Works, subdivisions and new management statements").

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:41 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

27 Carrying out works

27.1 Works in Stratum Lots

You may carry out works in your Stratum Lot without the Committee's consent provided that:

(a) you obtain all necessary consents from Government Agencies for the works; and

(b) the works comply with the Architectural Code; and

(c) the works do not affect Shared Facilities.

27.2 Works in Strata Lots

You may carry out works in your Strata Lot without consent from your Owners Corporation or the Committee provided that:

(a) you obtain all necessary consents from Government Agencies for the works; and

(b) the works comply with the Architectural Code; and

(c) the works do not affect Shared Facilities or Common Property.

27.3 Consenting to applications

You must not unreasonably withhold your consent to an application by a Member to a Government Agency for approval to carry out works.

27.4 Developer's rights

Clause 27.1("Works in Stratum Lots") and 27.2 ("Works in Strata Lots") do not apply to the Developer. The Developer's rights to carry out Development Works and Selling Activities are explained in part 7 ("Development Works, subdivisions and replacement management statements").

28 Obligations for insurance

28.1 Actions that may increase premiums

You may not do anything which might void or prejudice insurances effected by the Committee or increase an insurance premium payable by the Committee.

28.2 Paying for additional premiums

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

28.3 Proceeds of building insurance claims

If you are a Member, you must:

(a) apply any payments you receive under a building policy effected by the Committee under clause 13.1 ("Statutory and other required insurance")

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:42 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

to rebuild or reinstate the damaged areas of your part of North Precinct; and

(b) rebuild or reinstate your part of North Precinct within a reasonable time.

29 Fire safety and protection

29.1 What are your obligations?

You must:

(a) immediately notify the Committee of any defect in or damage to a Fire Safety Device which comes to your attention; and

(b) comply with laws about fire control; and

(c) notify the Committee if you change the lock on the entry door to your Lot.

29.2 Keeping flammable materials

You may keep flammable materials in your Lot (other than in a carspace) only if you use them in connection with the lawful use of your Lot and keep them in reasonable quantities according to the guidelines of Government Agencies.

29.3 Restrictions about fire safety

You must not:

(a) interfere with, obstruct or damage Fire Safety Devices; or

(b) do anything that will activate a Fire Safety Device unless there is a fire or other emergency in North Precinct; or

(c) keep flammable materials on Common Property or a Shared Facility unless that material is necessary for the operation of the Common Property or Shared Facility.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:43 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 erian

Strata Management Statement for North Precinct at Discovery Point

Part 4

Meeting procedures and resolutions

SP89924

30 Meetings of the Committee

30.1 Types of meetings

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

30.2 Meetings

The Committee must convene a Meeting at least every six months or earlier if:

(a) the Committee resolves to hold the Meeting; or

(b) the Strata Manager decides it is necessary to have a Meeting (if the Committee has delegated that function to the Strata Manager); or

(c) a Member makes a written request to the Committee to convene a Meeting; or

(d) it is necessary to appoint a replacement Officer.

At a Meeting, the Committee may deal with matters which require a Resolution, Shared Facilities Resolution, a Developer Resolution or Unanimous Resolution.

30.3 Emergency Meetings

The Committee may convene an Emergency Meeting:

(a) if there is an emergency or other urgent matter that must be determined by the Committee; and

(b) if, in the reasonable opinion of the person convening the Emergency Meeting, it is impractical to wait the required notice period for a Meeting.

At an Emergency Meeting, the Committee may deal only with matters which require a Resolution.

30.4 Who convenes meetings?

A Meeting or an Emergency Meeting may be convened by:

(a) the Secretary or another Officer if the Secretary is absent or unable to convene the meeting; or

(b) the Strata Manager (if the Committee has delegated that function to the Strata Manager).

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:44 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

31 Notices and agendas for meetings

31.1 Information to be included in the notice

Each Member must be notified of any Meeting and, to the extent practicable, any Emergency Meeting. The notice must include the time, date and venue of the meeting and an agenda for the meeting.

31.2 Agenda for a Meeting

The agenda for a Meeting must:

(a) include the terms of motions for Resolutions, Shared Facility Resolutions, Developer Resolutions and Unanimous Resolutions for the matters to be dealt with at the Meeting; and

(b) clearly identify which motions require Resolutions, Shared Facility Resolutions, Developer Resolutions or Unanimous Resolutions; and

(c) include motions that any Member or Owner has requested the Committee in writing to include on the agenda for the next Meeting; and

(d) be accompanied by a copy of the minutes of the last Meeting and Emergency Meeting; and

(e) include a motion to adopt the minutes of the last Meeting and Emergency Meeting.

31.3 No voting on matters not on the agenda

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

31.4 Agenda for an Emergency Meeting

The agenda for an Emergency Meeting must include:

(a) details of the emergency and the actions proposed to be taken to deal with it; and

(b) include the terms of the motions for Resolutions to take those actions.

31.5 Information to be included in the notice of a Meeting to consider levy contributions

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

(a) the budget prepared by the Committee; and

(b) the current audit report prepared by the Committee according to clause 45 ("Preparing financial statements"); and

(c) the current audited financial statement prepared by the Committee according to clause 45.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:45 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

32 How to give notice of a meeting

32.1 How much notice is required for a Meeting?

If you convene a Meeting, you must give each Member at least 10 Business Days' notice of the Meeting.

32.2 How to serve notice of a Meeting

A notice for a Meeting must be served by:

(a) delivering it personally to the Member; or

(b) sending it to the Current Address of the Member; or

(c) sending it to the Current Fax Number of the Member;

(d) sending it to the Current Email Address of the Member; or

(e) a combination of the above methods.

32.3 Giving notice of an Emergency Meeting

If you convene an Emergency Meeting, you may:

(a) give each Member notice of the Emergency Meeting by the best method reasonably determined by you in the circumstances (for example, by telephone); and

(b) give the amount of notice of the Emergency Meeting reasonably determined by you in the circumstances.

32.4 How to service notice of an Emergency Meeting

A notice for an Emergency Meeting must be served by:

(a) delivering it personally to the Member; or

(b) contacting the Representative or Substitute Representative of the Member by telephone and reading them the notice for the Emergency Meeting; or

(c) a combination of the above methods.

33 Procedures for holding meetings

33.1 Conducting a Meeting or Emergency Meeting

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

33.2 Quorum for a meeting

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is the Representatives or Substitute Representatives of at least 2 Members.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:46 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

33.3 Failure to obtain a quorum

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

33.4 Notice of adjourned meetings

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

33.5 Quorums at adjourned meetings

A quorum at an adjourned Meeting or Emergency Meeting is either:

(a) the Representatives or Substitute Representatives of at least 2 Members; or

(b) the Representatives or Substitute Representatives present at the Meeting or Emergency Meeting within 15 minutes after the meeting is due to commence.

33.6 Determining a quorum

In determining whether there is a quorum under this clause 33, a person who is present at the Meeting or Emergency Meeting and entitled to vote as a Representative, Substitute Representative or a proxy must be counted.

33.7 Attendance at a Meeting

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

33.8 Special provisions for Meetings held in writing

The Committee may hold a Meeting in writing and Representatives and Substitute Representatives may vote in writing if the person who convenes the Meeting:

(a) serves notice of the Meeting according to this management statement; and

(b) gives each Member a voting paper with the notice for the Meeting; and

(c) receives the completed voting papers signed by the required Members or number of Members before the Meeting is due to commence.

33.9 How to cast a vote at an Emergency Meeting

A Member or Representative or Substitute Representative (as applicable) may cast a vote at an Emergency Meeting to the person who convened the meeting:

(a) by telephone; or

(b) personally; or

(c) by post or fax to the Current Address or Current Fax Number of the person.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:47 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

33.10 Minutes of meetings

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

34 Voting rights of Members

34.1 Voting rights of Members

Subject to this clause 34, you are entitled to vote at Meetings and Emergency Meetings only if you are a Member Entitled to Vote. Your Representative or Substitute Representative or their proxy may cast your vote.

34.2 Value of voting entitlements

This clause 34.2 is subject to the Developer's rights in clause 3.7 under this management statement to vary the subdivision pattern for North Precinct.

Subject to this clause 34 and to clause 37 ("Developer Resolutions at Meetings"), each Member has the following number of votes:

(a) As at the date of registration of this management statement:

(i) Arc Owners Corporation - one vote; and

(ii) the owner of Lot 555 – one vote; and

(iii) the Owner of Lot 556 - four votes; and

(iv) the Owner of the Lot 557 - three votes; and

it being the intention that each Member have a vote equivalent to the number of Members that will eventually derive from land owned by that Member.

(b) On registration of Strata Plans and Stratum Plans after registration of this management statement until conclusion of the Development Period:

(i) Arc Owners Corporation - one vote; and

(ii) each other Owners Corporation, - one vote; and

(iii) Co-operative – one vote; and

(iv) each owner of a Stratum Lot that is not a Development Lot, - one vote; and

(v) the Owner of any residue portion of Lot 556 which residue portion remains a Development Lot - five votes less the number of votes attributed to any Strata Plan or Stratum Plan derived from Lot 556; and

(vi) the Owner of any residue portion of Lot 557 which residue portion remains a Development Lot - three votes less the number of votes attributed to any Strata Plan or Stratum Plan derived from Lot 557; and

(c) at the conclusion of the Development Period, each Member has one vote.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:48 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

34.3 Instructions by a Member

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

34.4 Restrictions on voting

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

(a) the Chairperson does not have a casting vote; and

(b) the Strata Manager does not have a vote unless it is a Representative or a Substitute Representative (or a proxy); and

(c) the Facilities Manager does not have a vote unless it is a Representative or a Substitute Representative (or a proxy).

35 Appointing a proxy

35.1 Who may appoint a proxy?

You may appoint a proxy if you are:

(a) a Member; or

(b) a Representative or Substitute Representative if the Member which appointed you has authorised you to appoint a proxy according to clause 22.6 ("Proxies").

35.2 Who may be a proxy?

A proxy must be a natural person.

35.3 How to appoint

Subject to this clause 35, you may appoint a proxy at any time provided that:

(a) you make the appointment on a Proxy Form; and

(b) you and the proxy sign the Proxy Form; and

(c) you deliver the signed Proxy Form to the Strata Manager prior to the commencement of the first Meeting or Emergency Meeting at which the proxy may vote.

35.4 Instructions about voting

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

35.5 Restrictions on voting

Your proxy cannot vote at a Meeting or an Emergency Meeting if you (or your Representative or Substitute Representative cast a vote).

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:49 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

36 Resolutions at Meetings and Emergency Meetings

36.1 What is a Resolution?

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

36.2 Who may vote on a matter requiring a Resolution?

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

36.3 When is a Resolution passed?

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

36.4 Matters decided by Resolution

Subject to clause 37 ("Developer Resolutions at Meetings"), the matters which the Committee may determine by Resolution are:

(a) appointing or terminating the appointment of the Strata Manager after the conclusion of the Development Period; and

(b) appointing or terminating the appointment of the Facilities Manager after the conclusion of the Development Period; and

(c) appointing or terminating the appointment of a Service Contractor (or an agent of the Committee); and

(d) effecting insurances after the conclusion of the Development Period; and

(e) establishing the Administrative Fund and determining contributions for that fund; and

(f) establishing the Sinking Fund and determining contributions for that fund; and

(g) resolving any other matter which does not require a Shared Facility Resolution, a Developer Resolution or Unanimous Resolution.

37 Developer Resolutions at Meetings

37.1 What is a Developer Resolution?

The matters which the Committee may determine by Developer Resolution are:

(a) appointing or terminating the appointment of the Strata Manager during the Development Period; and

(b) appointing or terminating the appointment of the Facilities Manager during the Development Period; and

(c) effecting insurances during the Development Period; and

(d) restricting access to parts of North Precinct which are Development Lots and issuing Security Keys in relation to Owners and Occupiers of new Lots; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:50 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(e) adding to, extending or removing a Shared Facility during the Development Period; and

(f) matters affecting Shared Facilities during the Development Period which do not require a Unanimous Resolution; and

(g) permissions under the Architectural Code; and

(h) amending, adding to or repealing clause 44.2 - 44.9 ("Determining contributions") during the Development Period.

37.2 Who may vote on a Developer Resolution?

You are entitled to vote on a Developer Resolution if you are a Member Entitled to Vote. Your Representative or Substitute Representative or their proxy may cast your vote.

37.3 Value of voting entitlements for Developer Resolutions

This clause 37.3 is subject to the Developer's rights in clause 3.7 under this management statement to vary the subdivision pattern for North Precinct.

Subject to this clause 37, each Member has the following number of votes in respect of a Developer Resolution:

(a) As at the date of registration of this management statement:

(i) Arc Owners Corporation - one vote; and

(ii) the owner of Lot 555 – one vote; and

(iii) the Owner of Lot 556 - three votes; and

(iv) the Owner of the Lot 557 - three votes.

(b) On registration of Strata Plans and Stratum Plans after registration of this management statement until conclusion of the Development Period:

(i) Arc Owners Corporation - one vote; and

(ii) each other Owners Corporation, - one vote except for Shore where there is one vote for Shore East and one vote for Shore North; and

(iii) each owner of a Stratum Lot that is not a Development Lot, - one vote; and

(iv) the Owner of any residue portion of Lot 556 which residue portion remains a Development Lot - three votes; and

(v) the Owner of any residue portion of Lot 557 which residue portion remains a Development Lot - three votes.

37.4 When is a Developer Resolution passed?

A Developer Resolution is decided according to the majority of the value of votes calculated according to clause 37.3 ("Value of voting entitlements for Developer Resolutions") for or against the motion.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:51 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

37.5 Developer Resolutions cease to apply at the end of the Development Period

For the removal of doubt, no Resolution is a Developer Resolution once the Development Period concludes.

38 Shared Facility Resolutions at Meetings

38.1 Interpreting this clause

For the purposes of this clause 38, Shared Facilities do not include:

(a) insurances which the Committee must affect according to the Management Act and this management statement; or

(b) costs incurred by the Committee in relation to the Strata Manager, Facilities Manager or other Service Contractors.

38.2 Who may vote on a Shared Facility Resolution?

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

38.3 When is a Shared Facility Resolution passed?

A Shared Facility Resolution is decided according to the majority of the value of votes calculated according to clause 34.2 ("Value of voting entitlements") for or against the motion.

38.4 Matters decided by Shared Facility Resolution

Subject to the obligations of Members under part 7 ("Development Works, subdivisions and replacement management statements") and to clause 37 ("Developer Resolutions at Meetings"), the matters which the Committee may determine by Shared Facility Resolution are those matters affecting Shared Facilities after the conclusion of the Development Period which do not require a Unanimous Resolution.

39 Unanimous Resolutions at Meetings

39.1 Purpose of Unanimous Resolutions

Subject to this clause 39, Unanimous Resolutions generally relate to dealings with Shared Facilities.

39.2 Who may vote on a Unanimous Resolution?

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

39.3 When is a Unanimous Resolution passed?

A motion which requires a Unanimous Resolution is passed if no votes are cast against the motion.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:52 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

39.4 Matters decided by Unanimous Resolution

Subject to the obligations of Members under part 7 ("Development Works, subdivisions and replacement management statements"), the matters which the Committee may determine only by Unanimous Resolution are:

(a) matters required to be determined by all Members under section 28U of the Strata Schemes (Freehold Development) Act; and

(b) amending, adding to or repealing all or part of this management statement (including the schedules); and

(c) repaying surplus Administrative Fund contributions or Sinking Fund contributions; and

(d) adding to, extending or removing a Shared Facility after the conclusion of the Development Period; and

(e) amending, adding to or repealing clause 44.2 - 44.9 ("Determining contributions") after the conclusion of the Development Period; and

(f) any other matters which, according to this management statement, the Committee must determine by Unanimous Resolution.

40 Obligations of Members and Owners to implement resolutions

If you are a Member, you must agree to amend this management statement to reflect anything the Committee resolves to do by way of Resolution, Developer Resolution, Shared Facility Resolution or Unanimous Resolution. If you are an Owner, you must vote in favour of any resolution required to amend this management statement to reflect anything the Committee resolves to do by way of Resolution, Developer Resolution, Shared Facility Resolution or Unanimous Resolution.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:53 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342
ePlan

Strata Management Statement for North Precinct at Discovery Point

Part 5

Financial management

SP89924

41 What funds must the Committee establish?

41.1 Administrative Fund

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

41.2 Sinking Fund

The Committee must establish a Sinking Fund within one month after this management statement is registered. The Committee must use the Sinking Fund to pay for the renewal and replacement of Shared Facilities.

41.3 What money is paid into the Administrative Fund?

The Committee must pay into the Administrative Fund:

(a) Administrative Fund contributions; and

(b) payments the Committee receives for inspections of its records under clause 15 ("Inspecting the Committee's records"); and

(c) payments the Committee receives for providing Outstanding Levy Certificates; and

(d) amounts paid to the Committee by way of discharge of claims for insurances affected by the Committee; and

(e) payments the Committee receives under the Easements.

41.4 What money is paid into the Sinking Fund?

The Committee must pay into the Sinking Fund:

(a) Sinking Fund contributions; and

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

42 Financial Years

42.1 First Financial Year

The first Financial Year of the Committee commences on the date of registration of this management statement and ends on the date resolved by the Committee

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:54 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(which must not be more than 18 months after the date of registration of this management statement).

42.2 Subsequent Financial Years

Subsequent Financial Years commence at the expiration of the previous Financial Year and end on the date resolved by the Committee (which must not be more than 18 months after the expiration of the last Financial Year).

43 Preparing budgets

43.1 When to prepare budgets

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

43.2 What information must be included in a budget?

A budget must show:

(a) how much money the Committee estimates it will need during the Financial Year for the Administrative Fund and Sinking Fund;

(b) income the Committee estimates it will receive in the Financial Year for the Administrative Fund and Sinking Fund including any costs paid to the Committee under the Easement; and

(c) the proportion (and the amount) which each Member must contribute to each Shared Facility for the Financial Year.

43.3 How much to budget

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

44 Determining contributions

44.1 Levying Members

The Committee must levy Members the contributions it will need for its Administrative Fund and Sinking Fund for each Financial Year. The Committee may decide to levy contributions for a shorter or longer period provided that it prepares a budget for that period according to clauses 43.2 ("What information must be included in a budget?") and 43.3 ("How much to budget").

44.2 What proportion of costs must you pay

If you are a Member, the proportion of Administrative Fund and Sinking Fund contributions you must pay is calculated by reference to the formula contained in schedule 1 ("Formula for contribution to Shared Facilities"). This clause 42.2 is subject to special rules relating to Co-Operative Shared Facilities which are set out in clause 44.3 ("Co-operative Shared Facilities").

The formula in schedule 1 is a dynamic formula and gives a different result over the duration of the Development Period as new Members are introduced on the completion of Development Works for each stage.

44.3 Co-Operative Shared Facilities

The Co-Operative must pay for the cost of each Co-Operative Shared Facility.

44.4 Broken periods

Where there are changes in facts and circumstances that result in the formula in schedule 1 giving a different result (for example, as Development Works for a stage are completed and a new Owners Corporation becomes a new Member), the changed contributions resulting from the application of the formula in schedule 1 to the changed facts and circumstances shall apply to the next succeeding periodic contributions payable by Members and do not change the contributions applicable to the period during which the changes in facts and circumstances arise.

44.5 Procedures for determining contributions

When the Committee determines Administrative Fund and Sinking Fund contributions, it must determine whether you must pay the contributions in a lump sum or by instalments and the dates on which you must pay your contributions.

44.6 Determining the amount of contributions

The amount of contributions determined by the Committee:

(a) for the Administrative Fund, must be the amount determined by the Committee in the budget for the Administrative Fund; and

(b) for the Sinking Fund, must be the amount determined by the Committee in the budget for the Sinking Fund.

44.7 Insufficient funds

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

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

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

44.8 Budget where there are insufficient funds

Subject to clause 44.9 ("Determining contributions at an Emergency Meeting"), before the Committee determines an additional contribution it must prepare and adopt a budget for the period covered by the additional contribution.

44.9 Determining contributions at an Emergency Meeting

If the Committee proposes to raise an Administrative Fund or Sinking Fund contribution at an Emergency Meeting, the Committee need not prepare a budget for the contribution.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:56 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

45 Preparing financial statements

45.1 Obligations of the Committee

Within two months after the end of each Financial Year, the Committee must:

(a) have its accounts for that Financial Year audited by a qualified auditor; and

(b) prepare a financial statement for each of its accounts for that Financial Year.

45.2 Information to be included in a financial statement

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

(a) a statement of income and expenditure during the Financial Year; and

(b) the balance carried forward from the Financial Year; and

(c) particulars and amounts of each item of income during the Financial Year; and

(d) particulars and amounts of each item of expenditure during the Financial Year; and

(e) the cash in the fund at the end of the Financial Year; and

(f) the balance of the fund at the end of the Financial Year; and

(g) contribution arrears for each Member at the end of the Financial Year; and

(h) the amount of credit or debit in the fund at the end of the Financial Year; and

(i) any other relevant information.

46 Paying contributions

46.1 Notices of contributions

If you are a Member, the Committee must give you at least 20 Business Days' notice before your Administrative Fund or Sinking Fund contribution are due. The notice must show for each of the Administrative Fund and Sinking Fund:

(a) the total contribution to be raised; and

(b) the portion of the contribution which you must pay in accordance with clause 44 ("Determining contributions"); and

(c) the date by which you must make the payment.

46.2 Raising funds in an emergency

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

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:57 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

47 Banking money and interest on accounts

47.1 Establishing a bank account

The Committee must:

(a) establish and maintain a bank or building society account or accounts in the names of each Member; and

(b) deposit all contributions and other money paid to the Committee into its bank or building society accounts.

47.2 Withdrawing money

The Committee may only withdraw money from its accounts to comply with this management statement.

47.3 Trust account

Subject to clause 47.4 ("Interest bearing accounts"), the Committee may require any Strata Manager to deposit and hold its funds in a trust account established under the Property Stock and Business Agents Act 1941 (NSW).

47.4 Interest bearing accounts

The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may credit it to one of the accounts of the Committee or pay it to the Members according to clause 49 ("Dealing with surplus funds").

48 Late payments

48.1 Interest

If you are a Member, you must:

(a) pay the Committee interest on any amount you owe the Committee under this management statement but do not pay on time; and

(b) pay interest from (and including) the date on which the payment was due until the date it is paid.

48.2 Calculating interest

The Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the bank or building society of the Committee.

48.3 Certificates about interest rates

A certificate about interest rates given to you by the Committee's bank or building society is conclusive evidence of the interest rate in clause 48.2 ("Calculating interest").

48.4 Recovering unpaid contributions

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

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:58 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

49 Dealing with surplus funds

49.1 Distributing surplus funds

If there is surplus money in the Administrative Fund or Sinking Fund at the end of a Financial Year, the Committee may, by Unanimous Resolution, distribute it between the Members in shares decided by the Committee according to this clause 49.

49.2 Considerations

When deciding the shares for the distribution of surplus money according to this clause 49, the Committee must have proper regard to the proportions in which each Member contributed to the surplus funds.

50 Paying contributions when there is a Dispute

50.1 What are your obligations?

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

50.2 Continuing payments

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

50.3 Your rights are not affected

Your rights against the Committee are not affected if you continue to pay Administrative Fund and Sinking Fund contributions according to clause 50.2 ("Continuing payments").

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:59 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point
Part 6
Shared Facilities

SP89924

51 Overview of Shared Facilities

51.1 What are they?

There are a number of facilities in North Precinct and services that are used by two or more Members or located on the land of a Member but used by another Member or Members. These facilities and services are called Shared Facilities.

51.2 What do Shared Facilities include?

Subject to clause 51.5 ("Availability of Shared Facilities"), Shared Facilities and costs for Shared Facilities include:

(a) the Shared Facilities in schedule 2 ("Indicative list of nominated Shared Facilities") that service or benefit more than one Member; and

(b) any part of North Precinct which gives access to and from a Shared Facility by the most direct route; and

(c) plant and equipment which constitute a Shared Facility; and

(d) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service a Member's part of North Precinct; and

(e) any rooms or areas in which Shared Facilities are located; and

(f) the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and

(g) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and

(h) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and

(i) the inspection of Shared Facilities (if applicable) by a Government Agency; and

(j) the certification of Shared Facilities for the purposes of any law.

51.3 How do I know if a facility or service is a Shared Facility?

Shared Facilities are defined flexibly, reflecting that they may vary from time to time as the North Precinct is developed in stages.

To enable Members and Owners and Occupiers to know what is and what is not a Shared Facility, the Committee must maintain as a part of the Committee's official records, and keep updated:

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:60 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) a list (the "**Shared Facilities Register**") of the facilities and services that the Committee decides is a Shared Facility; and

(b) a Shared Facilities Plan; and

(c) the proportional contribution that each Member must make from time to time under schedule 1 towards the costs of each Shared Facility, including details of each variable used in the application of the formula in schedule 1.

51.4 Developer to provide Shared Facilities information to the Committee

The Developer must give to the Committee from time to time:

(a) advice as to when any facility or service erected or installed by the Developer as a part of the Development Works is commissioned and becomes shared by or benefits more than one Member; and

(b) any information required to perform the calculations under schedule 1,

so that the Committee can keep the Shared Facilities Register up to date from time to time.

The inclusion of a Shared Facility and the proportional contribution towards the cost of a Shared Facility on the Shared Facilities Register is prima facie but not conclusive evidence of that fact.

51.5 Availability of Shared Facilities

As part of the Development Works for North Precinct, the Developer may add to and augment Shared Facilities during the development and subdivision of North Precinct without complying with clause 52 ("Changing and adding to Shared Facilities"). This means that not all of the Shared Facilities identified in schedule 2 ("List of Shared Facilities") and this clause 51 will be available for use when this management statement is registered. If you are entitled to use a Shared Facility, you may do so only after the Developer notifies the Committee, according to clause 61.7 ("Notice when Shared Facilities complete") that Development Works for the Shared Facility are complete.

See part 7 ("Development Works, subdivisions and replacement management statements") for more information.

51.6 Rights and obligations of the Committee

Subject to this management statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities. The Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities. See clause 8.3 ("Power to contract and make appointments").

51.7 Shared Facilities and Common Property

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

51.8 Shared Facilities and Stratum Lots

Some items in Stratum Lots are designated in this management statement as Shared Facilities. If you are the Owner of a Stratum Lot, you authorise the

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:61 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Committee to perform its functions and exercise its rights under this management statement in respect of those items.

51.9 Who may use Shared Facilities?

Members are entitled to use each Shared Facility which services that Member's Parcel or benefits that Member (when it becomes available for use according to this management statement). If a Member entitled to use a Shared Facility is:

(a) an Owners Corporation, the Owners and Occupiers of Strata Lots in the Strata Scheme for the Owners Corporation are entitled to use the Shared Facility; and

(b) the Owner of a Stratum Lot, the Occupiers of the Stratum Lot are entitled to use the Shared Facility.

51.10 When can you use Shared Facilities?

If you are entitled to use a Shared Facility, you may do so at all times unless this management statement specifies otherwise (see clause 51.12(a) in relation to Co-operative Shared Facilities).

Subject to clause 51.12, you may use Shared Facilities you are entitled to use as designated under clause 51.9 ("Who may use Shared Facilities?") in accordance with the following arrangements:

(a) your use is in common with other Members who are entitled to use that Shared Facility and is not exclusive use; and

(b) your use may not unreasonably exclude any other Members who are entitled to use that Shared Facility; and

(c) you may only use the Shared Facility for the use for which it is designed and installed and subject to the design and operational tolerances, methods and recommendations; and

(d) your use must not endanger the health or safety of any Owner, or safety of any Owner, Occupier or visitor to Discovery Point; and

(e) you must comply with the Rules (except in relation to Co-operative Shared Facilities) and the reasonable requirements from time to time of the Committee.

51.11 Easements

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

51.12 Co-operative Shared Facilities

(a) The Co-operative Rules include rules relating to persons who can access and use Co-operative Shared Facilities.

(b) The Committee acknowledges that the Co-operative is responsible for the costs of the Co-operative Shared Facilities and accordingly it will take into account the wishes of the Co-operative in carrying out its obligations under the management statement.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:62 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) The rules relating to the use of the Co-operative Shared Facilities are set out in the Co-operative Rules.

52 Changing and adding to Shared Facilities

52.1 Interpreting this clause

This clause 52 is subject to the Developer's rights to carry out Development Works, clause 37 ("Developer Resolutions at Meetings") and clause 51.5 ("Availability of Shared Facilities").

52.2 Decisions regarding Shared Facilities

The Committee may, by Unanimous Resolution:

(a) add Shared Facilities; and

(b) create new Shared Facilities; and

(c) change or extend existing Shared Facilities; and

(d) change the use of Shared Facilities; and

(e) modify or replace Shared Facilities; and

(f) remove redundant Shared Facilities.

52.3 Obligations of Members and Owners

If you are a Member, you must agree to amend schedule 1 to reflect anything the Committee resolves to do under this clause 52. If you are an Owner, you must vote in favour of any resolution required to amend schedule 1 to reflect anything the Committee resolves to do under this clause 52.

52.4 Changing the costs for Shared Facilities

The Committee may, by Shared Facility Resolution, change costs, add new costs or adjust the division of costs for Shared Facilities in schedule 1.

52.5 Reasons for exercising powers

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

(a) the costs for Shared Facilities will be more fairly divided; and

(b) the fairness of the division of costs is supported by at least one expert consultant report (unless all Members entitled to vote agree to waive this requirement).

53 Using approved contractors

53.1 Overview

Many of the Shared Facilities in North Precinct are highly technical and affect other components in the development. As a result:

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:63 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) Shared Facilities, building works and services must be maintained to a high standard; and

(b) only contractors approved by the Committee may do structural building works and maintain or replace Shared Facilities (except for a Shared Facility that is only used by one Member).

53.2 Obligations of the Committee

The Committee must appoint and make sure that contractors approved by it are available to maintain Shared Facilities and carry out structural building works and give each Member a list of current approved contractors.

53.3 Obligations of Members, Owners and Occupiers

You must use approved contractors for all work described in this clause 53.

54 Damage to Shared Facilities

54.1 What are your obligations?

You must:

(a) immediately notify the Committee if you know about damage to or a defect in a Shared Facility; and

(b) compensate the Committee for any damage to Shared Facilities caused by you, your visitors or persons doing work in North Precinct on your behalf.

54.2 No interference

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

55 Restricting access to parts of North Precinct and issuing Security Keys

55.1 Restricting access to parts of North Precinct

Subject to this management statement and the Easements, the Committee may:

(a) restrict by Security Key access to the carpark levels of any part of North Precinct; and

(b) close off or restrict access to parts of North Precinct that you do not use to get to your Lot or Common Property; and

(c) restrict access to Shared Facilities.

55.2 Provision of Security Keys

The Committee must provide:

(a) each Member with a Security Key to access the carpark and their component of North Precinct; and

(b) each Owner and Occupier of Lot with a Security Key to access their Lot

but only if that access is controlled by the integrated security system for North Precinct.

55.3 Charging fees for Security Keys

The Committee may charge you a fee or bond if you want additional or replacement Security Keys.

55.4 Your rights and obligations

You must:

(a) take all reasonable steps not to lose a Security Key; and

(b) return Security Keys to the Committee if you do not need them; and

(c) notify the Committee immediately if you lose a Security Key; and

(d) comply with the reasonable instructions of the Committee about Security Keys including, about re-coding and returning Security Keys.

55.5 Some prohibitions

You must not:

(a) copy a Security Key; or

(b) give a Security Key to someone who is not a Member, an Owner or an Occupier; or

(c) interfere with or shut down any part of the integrated security system for North Precinct without the Committee's consent; or

(d) if you are an Owners Corporation, restrict access to Common Property or Shared Facilities in your Strata Scheme without the Committee's consent.

55.6 Who owns Security Keys?

Security Keys belong to the Committee.

55.7 Managing the Security Key system

The Committee has the power to:

(a) re-code Security Keys; and

(b) require you to promptly return your Security Keys to the Committee to be re-coded; and

(c) enter into agreements with third parties about the provision and management of Security Keys and the management of security systems generally.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:65 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

56 Carpark Accessway

56.1 Rights of the Committee

The Committee may:

(a) impose a speed limit for traffic in the Carpark Accessway; and

(b) impose reasonable restrictions on the use of the Carpark Accessway; and

(c) install speed humps, signs and other traffic control devices in the Carpark Accessway; and

(d) install directional and parking signs in the Carpark Accessway (including directional signs to the bicycle parking).

56.2 Complying with requirements

You must comply with any speed limits, restrictions or other requirements of the Committee made according to clause 56.1 ("Rights of the Committee") for the use of the Carpark Accessway.

56.3 No parking on Carpark Accessway

You must not park or stand a motor vehicle on the Carpark Accessway other than according to this management statement or the by-laws for your Strata Scheme.

57 Bicycle Parking

57.1 Use

Bicycle Parking is available for use by Members, Owners, Occupiers and their invitees within each Strata Scheme.

57.2 Requirements

When you use the Bicycle Parking, you may lock or secure your bicycle or motorcycle provided that you do not permanently secure a locking or security device to any part of the Bicycle Parking.

57.3 Committee not responsible

The Committee is not responsible for the safety or security of your bicycle or motorcycle when you use the Bicycle Parking.

58 Garbage storage and removal

58.1 Requirements for Residential Buildings

If you are an Owner or Occupier of a Lot in a residential Member's Parcel:

(a) you must:

(i) drain and securely wrap you household garbage and place it in the Common Property garbage chute on your level of your Strata Scheme; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:66 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(ii) place your recyclable materials in the Common Property garbage chute room on your level of your Strata Scheme (or in another area nominated for that purpose by the Committee or your Owners Corporation); and

(iii) drain and clean bottles and, if required by Council or the relevant garbage contractor, remove labels, and make sure the bottles are not broken before you place them in the receptacles for that purpose in a Common Property garbage chute room; and

(iv) recycle your garbage according to instructions from the Committee; and

(b) you must not:

(i) put bottles or glass in a garbage chute; or

(ii) put liquids in a garbage chute; or

(iii) put items that weigh more than 2.5 kilograms in a garbage chute; or

(iv) put boxes or large items in a garbage chute that may block the chute.

58.2 Obligations of Owners Corporation for Residential Buildings

The Owners Corporation for any Member's Parcel that is used for residential purposes must arrange for the collection of garbage and recyclable materials from each garbage chute or recycling room in that Member's Parcel and transport them to the Waste Facility on days which are determined by the Committee.

58.3 Requirements for Retail

If you are an Owner or Occupier within a Retail Component you must transport your garbage and recyclable materials to the garbage rooms within a Retail Component and store them in the area designated for that purpose.

58.4 Requirements for Commercial Component

If you are an Owner or Occupier within a Commercial Component you must transport your garbage and recyclable materials to the garbage rooms within a Commercial Component and store them in the area designated for that purpose.

58.5 General obligations of Owners and Occupiers

In addition to your other obligations under this clause 58:

(a) you must not place or store garbage or recyclable materials on Common Property (or another area outside your Lot) other than in garbage rooms which you are entitled to use; and

(b) you must not place or store garbage or recyclable materials in a carspace or on a Balcony; and

(c) you must contact the Committee to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that the Committee will not remove as part of its normal garbage and removal function; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:67 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(d) you must immediately clean up any garbage you spill outside your Lot and clean the affected area.

59 Carwash Bay

59.1 Hours of use

You may use the Carwash Bay during the hours nominated by the Committee.

59.2 Conditions for use

When you use the Carwash Bay, you must:

(a) not unreasonably obstruct access to the Carpark Accessway or other Shared Facilities; and

(b) turn off all taps you have used and leave the Carwash Bay clean and tidy; and

(c) comply with the reasonable requirements of the Committee about using the Carwash Bay.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:68 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

Strata Management Statement for North Precinct at Discovery Point

Part 7

Development Works, subdivisions and replacement management statements

SP89924

60 Interpreting this part

60.1 Developer's rights

This part 7, and the rights of the Developer under it, apply despite any other provisions in this management statement.

60.2 References to the Developer

In this part 7, references to the Developer include all persons authorised by the Developer.

61 Development Works

61.1 Developer's rights

The Developer may carry out Development Works in the North Precinct and is not required to obtain consent from you or the Committee to do so.

61.2 Consents from Government Agencies

The Developer must obtain all necessary consents from Government Agencies to carry out Development Works. Clause 61.6 ("Development Works Applications") applies.

61.3 Access arrangements

The Developer may gain access to parts of the North Precinct to carry out Development Works via Shared Facilities and Common Property, including the Carpark Accessway. If the Developer requires access to your part of North Precinct (other than a Shared Facility) to carry out Development Works:

(a) the Developer must provide you with reasonable notice (except in an emergency when no notice is required); and

(b) you must act reasonably and provide the Developer with access.

61.4 Works affecting Shared Facilities

The Developer may install new Shared Facilities as part of the Development Works. The Developer may also:

(a) temporarily disconnect existing Shared Facilities as part of the Development Works; and

(b) augment existing Shared Facilities as part of the Development Works; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:69 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) relocate existing Shared Facilities.

In addition to its obligations under clause 61.3 ("Access arrangements"), the Developer must provide you with reasonable notice before it temporarily disconnects an existing Shared Facility which you are entitled to use (except in an emergency when no notice is required).

61.5 Rectifying damage

The Developer must promptly rectify any damage it causes to your Stratum Lot or Strata Scheme as a result of carrying out Development Works.

61.6 Development Works Applications

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

61.7 Notice when Shared Facilities complete

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

62 Selling Activities

62.1 Developer's rights

The Developer may carry out Selling Activities in North Precinct and is not required to obtain consent from you or the Committee to do so.

62.2 Consents from Government Agencies

The Developer must obtain all necessary consents from Government Agencies to carry out Selling Activities. Clause 62.5 ("Selling Activity Applications") applies.

62.3 Access arrangements

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

62.4 Rectifying damage

The Developer must promptly rectify any damage it causes to your Stratum Lot or Strata Scheme as a result of carrying out Selling Activities.

62.5 Selling Activities Applications

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

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:70 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

63 Subdivisions and consents

63.1 Acknowledgements about subdivisions and their effect on this management statement

You acknowledge that:

(a) when the Developer subdivides any part of North Precinct by a Strata Plan and/or Subdivision Plan, it may be necessary to amend this management statement or replace it with a new strata management statement; and

(b) it may be necessary to amend or replace this management statement with a new management statement if, as a result of Development Works or the registration of Strata Plans and/or Subdivision Plans:

(i) the Members contemplated in this management statement change; or

(ii) the subdivisions contemplated in this management statement change; and

(c) North Precinct may be subdivided in stages over several years; and

(d) the Developer may carry out Development Works and register Strata Plans and/or Subdivision Plans in stages over several years.

63.2 Obligations of Owners

You consent under 28V of the Development Act to do all things that the Developer or the Owner of a Stratum Lot requires, to permit registration of a Strata Plan for a Stratum Lot in North Precinct, and any necessary strata management statement or amendments to this management statement. Further, if required by the Developer, you must consent to registration of one or more Subdivision Plans for parts of North Precinct unless the proposed subdivision would detrimentally and substantially affect your use of Shared Facilities.

63.3 Obligations of Owners of Strata Lots

If you are the Owner of a Strata Lot in North Precinct, you must vote in favour of any motion submitted to your Owners Corporation to give effect to clause 63.2 ("Obligations of Owners").

63.4 Repealing this management statement

These provisions apply if a new strata management statement is to be registered for North Precinct according to this clause 63:

(a) Members must vote in favour by way of a Unanimous Resolution to repeal this management statement; and

(b) Owners and Occupiers must give any consents required to repeal this management statement.

63.5 Subdivisions and Easements

It may be necessary or desirable for the Developer to:

(a) create new Easements with a Strata Plan and/or Subdivision Plan; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:71 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) vary existing Easements with a Strata Plan and/or Subdivision Plan; and

(c) extinguish existing Easements with a Strata Plan and/or Subdivision Plan; and

(d) replace existing Easements; and

(e) do any of the things in (a) to (d) if required by Government Agencies.

You must:

(f) consent to the creation of new Easements if they do not detrimentally affect the use of your Lot to a substantial extent; and

(g) consent to the extinguishment or variation of existing Easements if the extinguishment or variation does not detrimentally affect the use of your Lot to a substantial extent; and

(h) despite (f) and (g), consent to any of the things in (a) to (d) if those things are required by any Government Agency; and

(i) consent to replacement Easements if the replacement Easement is on terms no more onerous to you than the existing Easement.

63.6 Endorsement of consent

You must, subject to this clause 63:

(a) promptly sign all documents contemplated in this clause 63 if required by the Developer; and

(b) subject to clause 63.4 ("Repealing this management statement"), promptly sign all documents required by the Developer to repeal this management statement; and

(c) promptly produce to the Registrar-General the certificate of title for your Lot if the Developer notifies you that production of the certificate of title is necessary to enable registration of all documents contemplated in this clause 63 and

(d) do the things in this clause 63 more than once if required by the Developer.

63.7 Costs

The Developer agrees to pay your reasonable costs under clause 63.6 ("Endorsement of consent).

64 Effect of registering a new management statement

64.1 Statement continuation of provisions

The following provisions apply if a new strata management statement or amendment to this management statement is registered:

(a) Service Contracts entered into by the previous Committee continue to apply; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:72 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(b) each new Member must become a party to each current Service Contract; and

(c) Rules continue to apply; and

(d) the Officers of the previous Committee continue to hold office (until they vacate or are dismissed from their position); and

(e) clause 16.5 ("Certificate is evidence of matters in it") continues to have effect in respect of Outstanding Levy Certificates issued before registration of the new strata management statement; and

(f) consents given by the Committee according to clause 20 ("Consents by the Committee") continue to apply; and

(g) Resolutions, Shared Facility Resolutions, Developer Resolutions and Unanimous Resolutions continue to apply; and

(h) bank accounts established by the Committee in the names of the Members continue to operate; and

(i) the contractors approved by the Committee under clause 53 ("Using approved contractors") continue to apply; and

(j) all consents and approvals under this part 7 continue to apply.

64.2 Financial statement

Immediately before a new strata management statement is registered, the Committee must:

(a) have its accounts audited by a qualified auditor; and

(b) prepare and provide to each Member a financial statement for each of its accounts (from the date of the last financial statement) which contains the information in clause 45.2 ("Information to be included in a financial statement").

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:73 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

65 How to resolve Disputes

65.1 Interpretation

For the purpose of this clause 65, "party" or "parties" means the party or parties to a Dispute. The party or parties to a Dispute may be the Committee, a Member, an Owner or an Occupier.

65.2 Resolution of Disputes

The parties to a Dispute must endeavour in good faith to resolve their Dispute before taking action under this clause 65.

65.3 Dispute Notice

A party may give another party a Dispute notice if they are unable to resolve their Dispute under clause 65.2 ("Resolution of Disputes"). In the Dispute notice the party must:

(a) describe what the Dispute is about; and

(b) identify the provisions of this management statement or the law that applies to the Dispute; and

(c) state the position of the party; and

(d) set out the facts and other circumstances on which the party relies; and

(e) attach copies of correspondence and other documents mentioned in the Dispute notice.

65.4 Negotiation

Within 10 Business Days after a party gives a Dispute notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

(a) at 2.00 pm on the day which is 10 Business Days after the Dispute notice was given; and

(b) at North Precinct or by telephone conference.

65.5 Referring a Dispute to expert determination

If the parties cannot resolve their Dispute by negotiation, a party may give a determination notice requiring the parties to refer the Dispute to an independent expert for determination and appoint an expert to determine the Dispute.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:74 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

65.6 Appointing an expert

If the parties cannot agree on an expert within five Business Days after a party gives a determination notice, a party may ask the chairperson of Institute of Strata Title Management Limited to appoint an appropriate expert having regard to the nature of the Dispute and determine the remuneration of the expert.

65.7 Instructions to the expert

The parties must instruct the expert to:

(a) act as an expert and not as an arbitrator; and

(b) determine the rules for the conduct of the expert determination; and

(c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

65.8 Conducting expert determination

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

65.9 Expert determination

The expert:

(a) is not bound to observe the rules of natural justice or the rules of evidence; and

(b) may obtain and refer to documents and information not provided by the parties; and

(c) must determine the Dispute and give written reasons for the determination within one month after being appointed.

65.10 Binding effect

The expert's determination is final and binding on the parties to the Dispute without appeal so far as the law allows.

65.11 Expert determination about Shared Facility costs

If a Dispute about the proportion of a Member's cost for a Shared Facility is determined under this clause 65, the expert who determines the Dispute must determine any adjustments the Member or the Committee must pay.

65.12 Costs

The parties to the Dispute must equally share the costs for expert determination of their Dispute (unless the expert decides otherwise) and pay their costs in connection with the Dispute.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:75 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

66 How to serve notices

66.1 Methods of serving notices

A notice must be:

(a) delivered personally to the addressee; or

(b) left at the Current Address of the addressee; or

(c) sent by pre-paid ordinary post to the Current Address of the addressee; or

(d) sent to the Current Fax Number of the addressee; or

(e) sent by email to the Current Email Address of the addressee (if email is a permitted form of communication).

66.2 When does a notice take effect?

A notice takes effect from the time it is received unless a later time is specified.

66.3 Receipt - post

If sent by post, a notice is taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

66.4 Receipt - fax

If sent by fax, a notice is taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

66.5 Receipt-email

If sent by email, a notice is taken to be received:

(a) when the sender receives an automated message confirming delivery; or

(b) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

66.6 Communication by email

Only notices of meetings under clause 32 can be sent by email. Email is not a permitted form of service of notices or communication.

66.7 Form of notices

Unless stated otherwise in this management statement, all notices, certificates, consents and other communications in connection with this management statement must be in writing, signed by the sender (if an individual) or an authorised officer of the sender.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:76 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

66.8 Receipt - general

Despite clause 66.3 ("Receipt - post") and clause 66.4 ("Receipt - fax"), if a notice is received after 5.00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00am on the next Business Day.

66.9 Notices to the Committee

A notice (or other document) intended for the Committee must be served in accordance with the methods provided under clause 66.1 ("Methods of serving notices") to the Strata Manager, or if the Committee has not appointed a Strata Manager, the Chairperson.

67 GST

67.1 Amounts are exclusive of GST

Unless otherwise expressly stated, all amounts payable under or in connection with this management statement are expressed to be exclusive of any amount of GST.

67.2 Obligation to pay GST

Where GST is imposed on any supply made under or in connection with this management statement by one party ("the supplying party") to another party ("the receiving party"), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

67.3 Differences in amounts

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

67.4 Reimbursement

Where one party ("payer") is liable to reimburse another party ("payee") for any expenditure incurred by the payee ("Expenditure"), the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this clause 67.

68 General

68.1 Discretion in exercising rights

The Committee, a Member or an Owner may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (unless this management statement expressly states otherwise), including by imposing conditions.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:77 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

68.2 Partial exercise of rights

If the Committee, a Member, an Owner or an Occupier do not exercise a right or remedy fully or at a given time, they may still exercise it later.

68.3 Approvals and consents

By giving its approval or consent, the Committee, a Member or an Owner does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

68.4 Conflict of interest

The Committee, Members, Owners and Occupiers may exercise their rights and remedies under this management statement even if this involves a conflict of duty or a party has a personal interest in their exercise.

68.5 Remedies cumulative

The rights and remedies provided in this management statement are in addition to other rights and remedies given by law independently of this management statement.

68.6 Severability

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement. The remainder of this management statement has full force and effect unless the severance alters the basic nature of this management statement or is contrary to public policy.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:78 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

Part 9

Dictionary

SP89924

69 Definitions

These meanings apply unless the contrary intention appears:

Active Car Parks means each car parking space within the North Precinct Carpark that has been erected and completed and which may be occupied by an Owner or Occupier. Active Car Parks includes any car parking space shown on a Strata Plan.

Active Dwelling means each:

(a) residential dwelling; and

(b) commercial or retail premises;

within the SMS Parcel that has been erected and completed and which may be separately occupied by an Owner or Occupier. Active Dwelling includes any residential dwelling or commercial or retail premises shown on a Strata Plan. However, if the commercial or retail premises have a Gross Floor Area of more than 100, then each 100 square metres of Gross Floor Area is an Active Dwelling.

Administration Shared Facilities means the Shared Facilities that are concerned with the administration of the Committee and this strata management statement, and includes the cost of:

(a) the Facilities Manager and Facilities Manager's Office;

(b) the Strata Manager;

(c) accounting, audits and taxation;

(d) legal fees of the Committee; and

(e) consultants fees of consultants to the Committee.

Administrative Fund means the administrative fund established by the Committee according to clause 41 ("What funds must the Committee establish?").

Appointment Form means a form in or to the effect of the form in schedule 7 ("Appointment Form").

Architectural Code means the architectural code for the North Precinct in schedule 5 ("Architectural Code").

Balcony includes a balcony, a courtyard and a terrace.

Bicycle Parking means facilities for the parking of bicycles and motorcycles within the North Precinct Carpark.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:79 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Business Day means a day on which banks are open for general banking business in New South Wales.

Carpark Accessway means any driveway or other facility that provides access to or circulation within the North Precinct Carpark.

Car Park Shared Facilities means each Shared Facility that entirely or predominantly services the North Precinct Carpark.

Carwash Bay means any car wash bay that may be used by more than one Member.

Chairperson means the chairperson of the Committee.

Commercial Components means parts of Discovery Point which are:

(a) a Commercial Strata Scheme; or

(b) Commercial Stratum Lot.

Commercial Owners Corporation means an Owners Corporation in the North Precinct which is not a Residential Owners Corporation.

Commercial Stratum Lot means a Stratum Lot which is approved for non residential use (such as retail and commercial use) and which is not owned by the Co-operative

Committee means the building management committee established and maintained by the Members under clause 7 ("The Committee") and required by the Development Act.

Common Property has the meaning it has in the Management Act.

Common Property Works means any works which affect Common Property (and which are not Fitout Works).

Co-operative means Discovery Point Co-operative Limited.

Co-operative Property means:

(a) land and improvements owned by the Co-operative; and

(b) land and improvements which the Co-operative has the right to use, manage or control under the Easements or the Co-operative Rules.

Co-operative Shared Facility means a Shared Facility listed as such in Schedule 3 ("Indicative List of Shared Facilities").

Co-operative Rules means the rules of the Co-operative.

Council means Rockdale City Council.

Council Deed means the deed of management of free parking areas dated 14 December 2005 initially between the Developer and Council or a replacement deed which is intended to be novated to the Co-operative.

Current Address means the current address at which a person may be served a notice or communication under this management statement.

Current Email Address means the current email address at which a person may be served a notice under this management statement.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:80 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Current Fax Number means the current fax number at which a person may be served a notice or communication under this management statement.

Developer means Discovery Point No. 1 Pty Limited, Discovery Point No. 2 Pty Limited, Discovery Point 3A Pty Limited, Discovery Point 3B Pty Limited, Discovery Point 4 Pty Limited, Discovery Point 5 Pty Limited, Discovery Point 6 Pty Limited, Discovery Point 7A Pty Limited, Discovery Point 7B Pty Limited, Discovery Point 8 Pty Limited, Discovery Point 9A Pty Limited, Discovery Point 9B Pty Limited, Discovery Point 10 Pty Limited, Discovery Point Pty Limited and Discovery Point Devt Pty Limited (or their assigns in respect of a Stratum Lot).

Developer Resolution has the meaning in clause 37 of this management statement.

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

Development Application means any application to a Government Agency by the Developer to:

(a) carry out works in a Lot in North Precinct or parts of it; or

(b) carry out Shared Facility Works; or

(c) change the existing or proposed use of a Lot in North Precinct (or parts of it); or

(d) modify an existing Development Application; or

(e) modify an existing planning instrument which applies to a Lot in North Precinct.

Development Lot means a lot in a current deposited plan which lot is within the SMS Parcel but excludes:

(a) a Strata Lot; and

(b) a Stratum Lot that has completed structures within its boundaries which are occupied or capable of being occupied by a member of the public (as distinct from being occupied for the purpose of carrying out Development Works).

Development Works means all building, construction and development works which the Developer considers necessary or desirable to carry out on the Sites and Stratum Lots including:

(a) building and demolition works; and

(b) the installation, augmentation, connection and temporary disconnection of services; and

(c) the installation and connection of Shared Facilities; and

(d) the augmentation and temporary disconnection of existing Shared Facilities; and

(e) changing the location of Shared Facilities; and

(f) placing in North Precinct anything in connection with building, construction and development works on the Sites including temporary

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:81 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

signs, structures, building materials, fences, cranes and other equipment.

Development Works Application means an application by the Developer (or a person authorised by the Developer) to a Government Agency for approval to carry out Development Works.

Discovery Point means the multi-storey mixed use Development known as "Discovery Point" and generally being the project the subject of a "Masterplan" consent (DA 500/01) granted by Rockdale Council in 2001 and part of which has become the subject of Concept Plan MP10_0003 determined by the Minister for Planning, as modified from time to time.

Dispute means any dispute between the Committee, the Members, Owners or Occupiers about:

(a) the construction of this management statement; or

(b) the rights or obligations of a Member, an Owner or an Occupier under this management statement; or

(c) amounts which the Committee determines for Administrative Fund or Sinking Fund contributions; or

(d) the Committee passing or failing to pass a Resolution; or

(e) amounts owing to the Committee under this management statement; or

(f) the operation, maintenance, repair of replacement of a Shared Facility; or

(g) the Architectural Code.

Easements means any easements, restrictions on use and positive covenants benefiting or burdening any part of the North Precinct.

Emergency Meeting means a meeting convened in an emergency in accordance with part 4 ("Meeting procedures and resolutions").

External Appearance means the appearance of any external surface of a Lot or North Precinct which is visible from outside the Lot or North Precinct.

External Appearance Works means any works which affect the External Appearance and which are not Fitout Works.

Facilities Manager means the facilities manager appointed by the Committee according to clause 12 ("Appointing a Facilities Manager").

Financial Year means a financial year of the Committee determined according to clause 42 ("Financial Years").

Fire Safety Device means any item in a Lot or Common Property or comprising a Shared Facility (for example, part of the integrated fire system) which:

(a) monitors the incidence of smoke, heat or fire; or

(b) signals warnings of smoke, heat or fire; or

(c) provides lighting or directional signals in the case of smoke, heat or fire; or

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:82 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(d) controls access in to and out of North Precinct in an emergency (for example, fire stairs); or

(e) notifies the Fire Brigade (and any other emergency agency) of smoke, heat, fire or an emergency in North Precinct; or

(f) retards the spread of smoke, heat or fire through North Precinct; or

(g) extinguishes fires in North Precinct (for example, hose reels and fire extinguishers); or

(h) is required under statutory controls for fire safety.

Fitout Guide means a guide to fitting out retail premises which the Developer files with the Committee during the Development Period.

Fitout Works means all works to fitout and equip a commercial or retail Lot.

Government Agency means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation. In relation to a Development Works Application or Selling Activities Application, it means the Government Agency having the function to determine the application.

Grantor means a grantor under the Easements who is a Member.

Gross Floor Area has the meaning in the Rockdale Local Environmental Plan 2011.

GST means any form of goods and services or similar value added tax.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth) and any other legislation or regulation which imposes, levies, implements or varies GST and any applicable ruling issued by the Commissioner of Taxation.

Insurance Shared Facilities means the insurance for structures and for other risks within the SMS Parcel which are arranged by the Committee.

Lot means a Strata Lot and a Stratum Lot.

Lot 555 means Lot 555 in DP 1192909, containing road and park areas.

Lot 556 means Lot 556 in DP 1192909 which will contain Watervue Residential and Shore.

Lot 557 means Lot 557 in DP 1192909 which will contain buildings 11, 12 and 13.

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

Meeting means a meeting of the Committee held in accordance with part 4 ("Meeting procedures and resolutions") and includes a meeting held in writing according to clause 33.8 ("Special provisions for Meetings held in writing").

Member means an Owners Corporation or the Owner of a Stratum Lot in North Precinct.

Member Entitled to Vote means, in relation to a matter requiring a Resolution, Shared Facility Resolution, Developer Resolution or Unanimous Resolution, a Member who:

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:83 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) is entitled to vote according to clause 34.2 ("Value of voting entitlements"); and

(b) has paid the Committee all of their Administrative Fund and Sinking Fund contributions (and other money they owe the Committee under this management statement) before the Meeting or Emergency Meeting.

In addition, a Member Entitled to Vote on a matter requiring a Shared Facility Resolution must be a Member:

(a) entitled to use the Shared Facility the subject of the motion; or

(b) who is required to contribute towards that Shared Facility; or

(c) who will be entitled to use or required to contribute towards that Shared Facility if the motion is passed; or

(d) in whose Strata Scheme or Stratum Lot that Shared Facility is located and who will be substantially and detrimentally affected if the motion is passed.

Member's Parcel means each separate parcel of land within the SMS Parcel that is controlled by a Member, being:

(a) in the case of a Member that is an Owners Corporation, the strata parcel comprising the Strata Scheme that the Owners Corporation is the owners corporation for; and

(b) in the case of a Member that is an Owners Corporation, the Stratum Lot that the Member is the Owner of.

Membership Form means a form in or to the effect of the form in schedule 8 ("Membership Form").

North Precinct means the land and improvements generally in the areas shown as the North Precinct on the Precinct Plan, being the land and improvements in lots 554-557 in DP1192909 (and any lots and strata schemes into which part of the land and improvements is subdivided).

North Precinct Carpark means the car park servicing the North Precinct.

North Precinct Carpark Umbrella Deed means a carpark umbrella in a similar form to the carpark umbrella deed which applies to the South Precinct.

Occupier means the occupier, lessee, licensee or person in lawful occupation of a Lot (or part of a Lot).

Officer means the Secretary, Treasurer or Chairperson.

Other Shared Facilities means all Shared Facilities except for:

(a) Car Park Shared Facilities; and

(b) Administration Shared Facilities; and

(c) Insurance Shared Facilities.

Outstanding Levy Certificate means a certificate provided by the Committee under clause 16 ("Providing Outstanding Levy Certificates").

Owner means an owner or mortgagee in possession of a Lot.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:84 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Owners Corporation means an owners corporation for a Strata Scheme.

Precinct 1 means the land and improvements in the residential strata scheme known as Greenbank (Strata Scheme No. 75774), a commercial strata scheme (SP79520) and lot 101 in DP1084609 (and any lots and strata schemes into which it is subdivided).

Precinct 2A means the land and improvements comprised in the residential strata scheme known as Greenbank (Strata Scheme No. 75774) and a commercial strata scheme (SP79520) (and any lots and strata schemes into which they are subdivided) generally in the areas shown as Precinct 2A on the Precinct Plan.

Precinct MP1 means the area formerly known as part of Precinct 2B and includes Linc Sub-precinct and the other land and improvements in lots 500, 501, 502 and 509 in DP 1172312 (and any lots and strata schemes into which they are subdivided), generally in the area shown as Precinct MP1 on the Precinct Plan.

Precinct MP2 means the land and improvements in lots 500, 503, 505 in DP1172312 and lot 203 in DP 1103650 (and any lots and strata schemes into which they are subdivided), generally in the area shown as Precinct MP2 on the Precinct Plan.

Precinct 4 means lot 13 in DP1062413 and lot 2 in DP1048491, generally in the area shown as Precinct 4 on the Precinct Plan.

Precinct MP5 means the land and improvements generally in the areas shown as Precinct MP5 on the Precinct Plan, being part of the land and improvements in part lot 500 and 508 in DP 1172312 (and any lots and strata schemes into which part of the land and improvements is subdivided) and as generally shown on the Precinct Plan.

Precinct Plan means the plan in schedule 6.

Precincts means Precincts 1, 2A, 4, MP1, MP2, MP5 and the North Precinct.

Proxy Form means a form in or to the effect of the form in schedule 9 ("Proxy Form").

Replacement Value means the replacement value of structures as determined by the insurance brokers for the SMS Parcel appointed from time to time by the Committee.

Representative means a natural person appointed by a Member to represent and vote for them at Meetings and Emergency Meetings.

Resolution means a motion passed at a Meeting or an Emergency Meeting for which a majority of votes are cast in favour.

Rules means rules made by the Committee according to clause 8.4 ("Making Rules").

Secretary means the secretary of the Committee.

Security Key means a key, magnetic card or other device or information used in North Precinct to open and close Shared Facility doors, gates or locks or to operate Shared Facility alarms, security systems or communication systems.

Selling Activities means the selling or leasing of Lots in the North Precinct by the Developer (or persons authorised by the Developer) including:

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:85 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) placing signs in the North Precinct, including on Common Property, which are associated with those activities; and

(b) operating a sales office from one or more Lots owned or leased by the Developer; and

(c) fitting out and operating one or more display suites and marketing suites in Lots owned or leased by the Developer.

Selling Activities Application means an application by the Developer (or a person authorised by the Developer) to a Government Agency for approval to carry out Selling Activities.

Service Contract means an agreement, contract or other arrangement with a Service Contractor, the Strata Manager or the Facilities Manager.

Service Contractor means a person who provides services to the Committee, including operational, maintenance, repair and replacement services for Shared Facilities.

Shared Facilities means any facility within the SMS Parcel that two or more Members share and any service that more than one member benefits from and includes:

(a) the items in clauses 50.1 ("What are they") and 50.2 ("What do Shared Facilities include?"); and

(b) items of the nature of those set out in schedule 2 ("List of types of Shared Facilities") that exist within the SMS Parcel and which two or more Members share or more than one member benefits from.

Shared Facility Resolutions means a resolution according to clause 38 ("Shared Facility Resolutions at Meetings").

Shared Facilities Register is defined in clause 51.3 ("How do I know if a facility or service is a Shared Facility?").

Shore means lot 556 in DP 1192909 and any Strata Scheme (which may be a Staged Strata Scheme) into which it is subdivided.

Shore East means the first stage of the Strata Scheme comprising Shore being lots 1-146 in the Strata Plan.

Shore North means the second stage of the Strata Scheme comprising Shore being the subdivision of lot 147 in the Strata Plan.

Shore Owner means the Owners Corporation created on registration of the Strata Plan subdividing Shore.

Signage Principles means any signage principles adopted and administered by the Committee in respect of the Architectural Code. During the Development Period, the Developer can file a set of signage principles with the Committee.

Shore Residue Lot is defined in clause 3.4 ("Further Subdivision and Components for subsequent stages").

Sinking Fund means the sinking fund established by the Committee according to clause 41.2 ("Sinking Fund").

SMS Parcel means subject to Part 7 and clause 3.7, the North Precinct.

SP89924

South Precinct means that part of Discovery Point incorporating Precincts 1, 2A, MP1, MP2 and MP5 as shown in the Precinct Plan.

South Precinct Basement Carpark means the basement carpark servicing the South Precinct.

South Precinct Carpark Umbrella Deed means the umbrella deed titled "Carpark Umbrella Deed for Discovery Point" initially between the Developer and each Owners Corporation and Owner of a Stratum Lot which is serviced by facilities in the South Precinct Basement Carpark.

Staged Strata Scheme means a Strata Scheme which is staged by the registration of a strata development contract with a Strata Plan.

Strata Manager means the strata managing agent appointed by the Committee under clause 11 ("Appointing a Strata Manager").

Strata Lot means a lot in a Strata Scheme.

Strata Plan means a strata plan under the Development Act.

Strata Scheme means a strata scheme under the Development Act.

Stratum Lot means a "stratum lot" as defined in section 196C of the *Conveyancing Act 1919*.

Subdivision Plan means a plan which subdivides a Stratum Lot, or part of a Stratum Lot, into 2 or more Stratum Lots, including a plan of boundary adjustment.

Substitute Representative means a natural person appointed by a Member as a substitute for their Representative.

Treasurer means the treasurer of the Committee.

Unanimous Resolution means a motion passed at a Meeting against which no votes are cast.

Waste Facility means the temporary waste facility located within Arc or the permanent waste facility within Shore North.

Watervue Owner means the Owners Corporation created on registration of the Strata Plan subdividing the Watervue Residential.

Watervue Residential means lot 700 in DP1192693 and any Strata Scheme into which it is subdivided.

70 Interpretation

70.1 References to certain terms

Unless the contrary intention appears, a reference in this management statement to:

(a) a document (including this management statement) includes any variation or replacement of it; and

(b) a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this management statement; and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:87 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and

(d) the singular includes the plural and vice versa; and

(e) the word "you" means a Member, an Owner or an Occupier; and

(f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency; and

(g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and

(h) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

(i) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and

(j) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and

(k) if an act under this management statement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day; and

(l) if an event under this management statement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

70.2 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this management statement.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:88 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

Strata Management Statement for North Precinct at Discovery Point

Schedule 1 - Formula for contribution to Shared Facilities

SP89924

Each Member must contribute to the cost of each Shared Facility in accordance with the following formula:

$$A = \frac{B}{C}$$

Where:

A = The Member's Contribution (expressed as a percentage) of the cost of each Shared Facility; and

B = the Member's Numerator for the Shared Facility as described in the table below; and

C = the Denominator for the Shared Facility as described in the table below.

Facility	Member's Numerator	Denominator
Car Park Shared Facilities	Number of Active Car Parks within a Member's Parcel	Number of Active Car Parks within the SMS Parcel
Other Shared Facilities	Number of Active Dwellings within a Member's Parcel	Number of Active Dwellings within the SMS Parcel
Insurance Shared Facilities	Replacement Value of the structures comprised within a Member's Parcel	Replacement Value of the structures comprised within the SMS Parcel
Administration Shared Facilities	Number of votes able to be cast by the Member in respect of a Resolution (ignoring the votes applicable to Developer Resolutions) assuming the Member is a Member Entitled to Vote	Total number of votes able to be cast in respect of a Resolution (ignoring the votes applicable to Developer Resolutions) assuming each Member is a Member Entitled to Vote
Co-Operative Shared Facility	Not applicable – See clause 44.3	Not applicable – See clause 44.3

A worked example of the application of this formula over the Development Period is set out in Schedule 3.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:89 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Schedule 2 - Indicative list of Shared Facilities

SP89924

The following is an indicative list of the types of facilities and services provided to Members that are expected to be Shared Facilities because they are likely to service more than one Member or benefit more than one Member and as such would satisfy the definition of "Shared Facility" in this management statement. For the avoidance of doubt, the inclusion of a facility or service in this schedule does not mean that it is a Shared Facility, a Shared Facility is only a facility or service satisfying the definition of "Shared Facility"

Administration Shared Facilities
Accounting, Audits and Taxation
Consultants Fees of consultants to the Committee
Facilities Manager and Facilities Manager's Office
Legal Fees of the Committee
Strata Manager

Car Park Shared Facilities
Car Park Cleaning
Car Park Exhaust including the air supply plenums
Car Park fresh air supply
Car Park fresh air supply Air Plant Room
Car Park substructure and walls
Car Park Supply Air Intake Louvre
Car Park Wall Roof Slabs
Car wash bays
Electricity to Car Park
End of trip facilities
Entry and Exit Boom Gates
Lifts servicing more than one member. For example, the lift in Building 11 may service the part of Arc's carpark under Building 11.
Panelift Door

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:90 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Ramp Roller Shutter and boom gate
Shared Driveways and Ramps
Visitor parking

Co-Operative Shared Facility
Community Room (if applicable)
Lightpoles and associated lighting infrastructure
Gymnasium
Pool Plant Room and associated equipment (including mechanical ventilation)
Recycled water infastructure
Swimming Pool and Deck Surrounds (including any bbq areas, cabanas and planters)
Swimming pool plant room and any associated plant and equipment
Waste facility (temporary and permanent)
Street entry doors to a building for access to the Pool & Gym and entry door to the recreational facilities
Access ramp to Discovery Point Park
Publically accessible areas to Station surrounding Buildings 11, 12 and 13

Insurance Shared Facility
Insurance
Waterproofing membrane to roads but excluding structure above

Other Shared Facility
Air Intake Plant Room and Plant Room & Associated Equipment
Airconditioning Plant
Cleaners' Room
Communications Room including the MDF room
Contingency
Detention Tanks
Electrical Switch Room

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:91 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Electricity and water supply to Airconditioning Plant
Essential Fire Services
Exterior Gutters and Downpipes
Fan Room & Associated Equipment
Fire Control Room and EWIS
Fire Stairs and stair pressurisation system
Gas mains and associated infrastructure
Hydrant Booster & Fire Sprinkler Room
Hydraulic Plant Room & Associated Equipment
Interconnecting Stairs
Mechanical Risers
National Broadband Network infrastructure and associated cabling
North Precinct locational and directional signage
Security Access Control and Intercom Systems
Security Surveillance Equipment
Services - water consumption and standing charges through water meters for shared water servicing
Services - sewerage consumption and standing charges for shared sewerage services servicing
Sewer Pump Station
Shared Garbage Holding Areas
Substation and High Voltage Switch Room and associated cabling
Subsurface Drainage System and Stormwater
Testing and certification of Shared Facility air-conditioning
Testing and certification of fire services
Bioretention systems and water sensitive urban design features

Strata Management Statement for North Precinct at Discovery Point

Schedule 3 - Worked example of the division of costs for Shared Facilities

SP89924

The following worked example shows how the formula and definitions in the indicative list of Shared Facilities in Schedule 1 are intended to apply, based on a theoretical set of assumptions for the Development Works and the subdivision of the North Precinct. This worked example is for illustration purposes only and is not intended to establish or set the actual contributions to Shared Facilities, which must be undertaken in accordance with Schedule 1 by reference to the applicable facts and circumstances prevailing from time to time.

Theoretical Assumptions

- The North Precinct is developed in accordance with the Developer's intentions as set out in clause 3.1 in seven stages with nine members
- The following are the relevant inputs to the Numerator and Denominator calculations:

Car Parks	79	71	158	127	91	91	55	162	0
Units	88	74	156	167	77	87	82	220	0
Replacement Cost	$39,441,881	$29,985,678	$48,000,000	$52,000,000	$41,000,000	$31,000,000	$36,000,000	$68,000,000	$4,170,760

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:92 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Based on the foregoing theoretical inputs, the following are the percentages of each Shared Facility cost that each Member bears over time:

Car Park Shared Facility costs

	Arc	Watervue	Shore East Residential	Shore North Residential	Building 11	Building 12	Podium 11+12	Building 13	Co-operative Lots
Active Car Parks	79	71	158	127	91	91	55	162	0
Stage									
Arc	100%								
Watervue	53%	47%							
Shore East	26%	23%	51%						
Shore North	18%	16%	36%	29%					
Building 11	15%	13%	31%	24%	17%				
Building 12	13%	12%	26%	21%	15%	15%			
Podium 11 + 12	12%	11%	24%	19%	15%	15%	8%		
Building 13	9%	9%	19%	15%	11%	11%	7%	19%	
Co-Op	9%	9%	19%	15%	11%	11%	7%	19%	0%

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:93 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

SP89924

Other Shared Facility costs

	Arc	Watervue	Shore East Residential	Shore North	Building 11 1	Building 12	Podium 11+12	Building 13	Co-Operative Lots
Actyive Dwellings	88	74	156	167	77	87	82	220	0
Stage									
Arc	100%								
Watervue	54%	46%							
Shore East	28%	23%	49%						
Shore North	18%	15%	32%	34%					
Building 11	16%	13%	28%	30%	14%				
Building 12	14%	11%	24%	26%	12%	13%			
Podium 11+12	12%	10%	21%	23%	11%	12%	11%		
Building 13	9%	8%	16%	18%	8%	9%	9%	23%	
Co-Op	9%	8%	16%	18%	8%	9%	9%	23%	0%

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:94 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

SP89924

Insurance Shared Facility costs

	Arc	Watervue	Shore East	Shore North	Building 11	Building 12	Building 13	Co-OP Lots
Replacement Cost	$39,441,881	$29,985,678	$48,000,000	$52,000,000	$41,000,000	$31,000,000	$68,000,000	$ 4,170,760
Stage								
Arc	100.0%							
Watervue	56.8%	43.2%						
Shore East	33.6%	25.5%	40.9%					
Shore North	23.3%	17.7%	28.3%	30.7%				
Building 11	18.7%	14.2%	22.8%	24.7%	19.5%			
Building 12	16.3%	12.4%	19.9%	21.5%	17.0%	12.8%		
Building 13	12.7%	9.7%	15.5%	16.8%	13.3%	10.0%	22.0%	
Co-op	12.6%	9.6%	15.3%	16.6%	13.1%	9.9%	21.7%	1.3%

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:95 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Administration Shared Facility costs

	Arc	Watervue	Shore East Residential	Shore North Residential	Building 11 Residential	Building 12 Residential	Building 13 Residential	Lot 556 Owner	Lot 557 Owner	Co-Operative Lots
Votes	1	1	1	1	1	1	1	Varies	Varies	1
Stage										
Arc	12.5%							37.5%	37.5%	12.5%
Watervue	12.5%	12.5%						25%	37.5%	12.5%
Shore East	12.5%	12.5%	12.5%					12.5%	37.5%	12.5%
Shore North	12.5%	12.5%	12.5%	12.5%				0%	37.5%	12.5%
Building 11	14.3%	14.3%	14.3%	14.3%	14.3%			0%	14.3%	14.2%
Building 12	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%		0%	12.5%	12.5%
Building 13	11.1%	11.1%	11.1%	11.1%	11.1%	11.1%	11.1%	0%	11.1%	11.2%

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:96 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:97 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 eplan

Strata Management Statement for North Precinct at Discovery Point

Schedule 4 - Architectural Code

SP89924

1 Overview

1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling building works and the external appearance of North Precinct are:

(a) to preserve the design integrity and architectural quality of North Precinct; and

(b) to recognise the different requirements of the residential and commercial components of North Precinct, while having proper regard to the common interest of each Member, Owner and Occupier; and

(c) to uphold property values for Owners.

1.2 Inconsistencies

If there is an inconsistency between a clause in this management statement and the Architectural Code, the clause in the management statement prevails.

1.3 Disputes

The dispute resolution provisions in this management statement apply to the Architectural Code and to approvals granted or refused under it.

1.4 Developer

Despite anything else in this management statement (including this schedule), the Developer does not have to comply with the Architectural Code when it carries out Development Works and Selling Activities.

2 Approvals from Government Agencies

2.1 What are your obligations?

Despite anything else in this management statement, you must obtain all necessary approvals from Government Agencies before you carry out any works, erect signs, carry out Fitout Works or do anything else in North Precinct (including works approved or for which you need approval under the Architectural Code).

2.2 Timing

Subject to this clause 2, you may apply for approval from a Government Agency to carry out works in North Precinct only after you have obtained any necessary approval from the Committee.

2.3 Approving applications to Government Agencies

You must not unreasonably refuse to approve or sign an application to a Government Agency if the works contemplated in the application have been approved by the Committee.

3 Curtains, blinds and other window treatments

3.1 Colours for curtains and blinds

You may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Lot or Strata Scheme provided they have an appearance from outside the Lot which is white or off-white (white or off-white curtain linings or sheers are an acceptable method of achieving this). You must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in this clause 3.1.

3.2 Sun shades

You must have consent from the Committee to install a sun shade, sun blind, awning or other sun shading device in your Lot or on Common Property.

3.3 Window treatments and balustrades

You must have consent from the Committee to place solar film or similar treatments on the internal or external surface of glass windows, glass balustrades or doors in your Lot or on Common Property.

4 Outdoor furniture and landscaping

4.1 Balcony furniture and landscaping

You do not need consent from the Committee to keep outdoor furniture on the Balcony of your Lot provided that the outdoor furniture is of a high quality and finish, commensurate with the quality of North Precinct and is in keeping with the appearance of North Precinct. The outdoor furniture must be secured or heavy so that the outdoor furniture cannot blow off the Balcony of a Lot.

4.2 Fixing items to a Balcony

You must have consent from the Committee to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other items to the Balcony of your Lot.

4.3 Maintaining outdoor furniture

You must properly maintain furniture on the Balcony of your Lot and ensure that the furniture is clean and tidy at all times.

4.4 Landscaping on Balconies

You do not need consent from the Committee to keep landscaping on the Balcony of your Lot provided that all elements of the landscaping (for example, planter boxes and plants) are of a high quality and finish, commensurate with the quality of North Precinct and are in keeping with the appearance of North Precinct.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:99 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

4.5 Maintaining landscaping

You must:

(a) regularly maintain landscaping on the Balcony of your Lot; and

(b) ensure that the landscaping is kept neat and tidy at all times; and

(c) ensure that no landscaping hangs or grows over the edge of the Balcony; and

(d) when you water landscaping on the Balcony, ensure that no water enters another part of North Precinct and no damage is caused to another part of North Precinct.

4.6 Removing furniture and landscaping

You must immediately remove furniture and landscaping from the Balcony of your Lot if:

(a) you do not comply with your obligations under this clause 4; or

(b) the furniture or landscaping causes (or may cause) damage to another part of North Precinct.

5 Security devices

5.1 Installing security devices

Subject to this clause 5, you must have consent from the Committee to install security devices including security doors or windows, screens grilles, alarms or locks in your Lot or on Common Property.

5.2 Security locks

The Committee may consent to an application to change and/or install an additional security lock if:

(a) it meets the minimum fire rated requirements specified by any relevant Australian Standard from time to time; and

(b) it is in keeping with the aesthetics of your Lot and Common Property.

In the event that you install a security lock without consent of the Committee and the security lock does not comply with this clause 5.2, you may be required to reinstate the door to your Lot to its original condition and the Committee may seek to recover any additional fire certification fees incurred as a result of you installing a security lock without the consent of the Committee.

5.3 Security doors and windows

The Committee may consent to an application to install a security door or window in a Lot or on Common Property if the door or window:

(a) is finished in a colour that matches the existing door or window frame; and

(b) matches the full size of the existing door or window and does not detract from or dominate the existing detail.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:100 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

However, the Committee will generally not consent to the installation of a security door to the entry door to a Strata Lot.

5.4 Alarms

You may install a security alarm in your Lot or Common Property without consent from the Committee or your Owners Corporation if:

(a) the alarm is a "back to base" facility; and

(b) the alarm is silent; and

(c) the alarm does not have flashing lights; and

(d) the installation is not attached to or interferes with Common Property (for example, is not attached to the ceiling of a Balcony); and

(e) the installation is not attached to or interferes with a Shared Facility.

5.5 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with:

(a) Common Property in your Strata Scheme, you must have consent from your Owners Corporation before you install the alarm; or

(b) a Shared Facility, you must obtain consent from the Committee before you install the alarm.

5.6 Security devices in carspaces

If your Lot comprises or includes a carspace, you may install in the floor of your carspace a locking device similar to a "Secure Mate" locking device provided that the device:

(a) is a type and colour approved by the Committee;

(b) is located in a position approved by the Committee (for example, a specified distance from the boundary of the Lot); and

(c) does not affect the structure of the building.

5.7 Security devices in storage spaces

You may affix a padlock to a basement storage space.

5.8 Other security devices

You must have consent from the Committee to install any type of security device not contemplated by this clause 5. The Committee will generally consent to the installation of other security devices if:

(a) the device is in keeping with the appearance of North Precinct; and

(b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Members, Owners or Occupiers.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:101 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

6 Barbecues

6.1 Your rights

You may store and operate a portable barbeque on the Balcony of your Lot (but not within wintergardens of a Lot) if:

(a) it is a type permitted under this clause 6; and

(b) it will not (or is not likely to) cause damage; and

(c) it is not (or is not likely to become) dangerous; and

(d) you keep it covered when your are not operating it; and

(e) you keep it clean and tidy; and

(f) you comply with this clause 6.

6.2 Types of portable barbeques

The types of barbecues permitted under this clause 6 are:

(a) a covered kettle style portable barbeque; or

(b) a covered gas or electric portable barbeque; or

(c) any other type approved by the Committee.

Solid fuel burning barbeques are prohibited.

6.3 Operating a portable barbeque

You may operate a barbeque only during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Committee).

6.4 Interference

If you use a portable barbecue on the Balcony of your Lot, you must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

7 Signage

7.1 Residential components

You must not erect, affix or display a sign in any residential Strata Scheme in the North Precinct.

However, you may erect, affix and display on Common Property or in your Lot "For Sale" or "For Lease" or similar signage in connection with the sale or lease of a Lot in which you own or lease, provided that you first obtain the consent of your Owners Corporation. Your Owners Corporation may impose conditions when giving you consent. You must comply with those conditions.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:102 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

7.2 Powers of the Committee

The Committee has the power to require you to remove any signage you have placed, installed or retained in your part of North Precinct if the signage does not comply with, or is prohibited under, the provisions of this clause 7.

7.3 External naming signage in Commercial Components

If you are an Owner or Occupier within a Commercial Component, you may erect and display one external naming sign for your tenancy provided that:

(a) you obtain consent from all relevant Government Agencies; and

(b) you comply with the conditions of the development consents applicable to the North Precinct or the Easements; and

(c) the signage complies with any Signage Principles; and

(d) if you propose to install signage not specifically contemplated or permitted under the Signage Principles, you obtain approval from the Committee to install the signage.

7.4 Maintaining signs

You must:

(a) properly maintain any sign erected according to this clause which services your tenancy or Lot in a Commercial Component; and

(b) where necessary, replace a sign which services your tenancy or Lot in a Commercial Component

whether or not you erected the sign.

7.5 Some prohibitions

Unless you first obtain approval from the Committee, you must not erect or display the following external signage:

(a) third party advertising material; or

(b) "A frame" display boards; or

(c) portable or demountable footpath barriers or partitions except as approved by the Committee; or

(d) any external signage other than that expressly permitted by, or approved according to, this clause.

7.6 Internal shopfront signage in a Commercial Component

If you are an Owner or Occupier within a Commercial Component, you may erect signage in the internal shopfront of your tenancy provided that:

(a) you obtain all consent from the Committee and all relevant Government Agencies; and

(b) you place the sign in the area of your shopfront designated by the Committee from time to time (which must not be an area prohibited under the Easements or the development consents applicable to the North Precinct); and

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:103 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(c) the sign is 900 x 600 in size and displayed in the bottom right hand corner of the shop front; and

(d) you do not adhere the sign directly to the rear of your shopfront glazing; and

(e) the sign does not cover more than the smaller of 25% or $3m^2$ of the overall shopfront of your tenancy when viewed from the street; and

(f) any advertising material does not cover more than the smaller of 25% or $3m^2$ of the overall shopfront of your tenancy when viewed from the street.

7.7 "For Sale" and "For Lease" signage in a Commercial Component

If you are the Owner or Occupier within a Commercial Component, you may install, erect, affix and display on the bottom right hand side of any visible window in your Lot or tenancy "For Sale" or "For Lease" or similar signage, up to a maximum size of 900mm x 600mm, in connection with the sale or lease of your Lot or tenancy.

7.8 Powers of the Committee

The Committee has the power to require you to remove any signage you have placed, installed or retained in your part of the North Precinct. If the signage does not comply with, or is prohibited under, the provisions of this clause 7.

8 Fitout Works in a Commercial Component

8.1 Who must comply with this clause?

You must comply with this clause 8 if you are the Owner or Occupier within a Commercial Component.

8.2 When will you need consent?

(c) Subject to paragraph (b) , you must obtain consent from the Committee before you carry out any Fitout Works which penetrate the Common Property floor, ceiling or walls of your Lot or another Stratum Lot or affect Common Property or Shared Facilities.

(d) Consent is not required to the initial fitout within a Commercial Component.

8.3 No consent necessary

Subject to clause 8.2 ("When do you need consent?") of this schedule, you do not need consent from the Committee or your Owners Corporation to carry out the following Fitout Works:

(a) connecting to services which are capped in your Lot except when connecting to the Kitchen Exhaust or Grease Arrestor in which case you must obtain the consent of the Owners Corporation in accordance with any by-laws; or

(b) installing lighting inside your Lot; or

(c) installing floor and wall coverings; or

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:104 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(d) painting or decorating your Lot; or

(e) joinery, carpentry or shelving installations; or

(f) suppling and installing equipment in your Lot; or

(g) carrying out hot and cold water reticulation or electrical reticulation; or

(e) carrying out internal plumbing and drainage works.

8.4 Standard of Fitout and Fitout Guide

(a) Any fitout or works to the a retail component within a Commercial Component must comply with the Fitout Guide.

(b) Prior to occupation, a tenant must provide a certificate to the Committee from an independent certifier confirming that the Fitout Guide has been complied with.

9 Common Property Works and Shared Facility Works

9.1 Common Property

If you propose to carry out Common Property Works in a Strata Scheme, you must obtain consent from the relevant Owners Corporation before carrying out the works. However, you do not need consent from an Owners Corporation to carry out minor works inside your Strata Lot (for example, hanging pictures or installing shelving

9.2 Shared Facilities

If you propose to carry out Shared Facilities Works, you must obtain consent from the Committee before carrying out the works.

10 Works affecting the External Appearance

10.1 General obligations

If you propose to carry out External Appearance Works, you must obtain consent from the Committee before carrying out the works.

10.2 Powers of the Committee

The Committee has the power to require you to remove any item you have placed, installed or retained in your part of North Precinct if it alters the External Appearance of North Precinct if:

(a) you do not have consent from the Committee or relevant Government Agencies; or

(b) it detrimentally affects the External Appearance of North Precinct.

10.3 Colour schemes and paint work

You must have consent from the Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface in your Lot or Common Property if:

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:105 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) the wall, window, door, floor, ceiling or other surface is visible from outside your Lot or Common Property; and

(b) the proposed colour or surface changes or is not in keeping with the External Appearance of North Precinct; or

(c) it is in breach of a provision under the Easements or the development consents applicable to North Precinct.

11 Acoustic controls

11.1 Purpose

The purpose of this clause 11 is to maintain acceptable levels and duration of noise transmission between the various components of North Precinct. It is important that you attempt to minimise noise you create which might interfere with your neighbours. To achieve this, this clause 11 provides controls about important issues like holding parties and playing musical instruments.

11.2 General obligations

The requirements in this clause 11 are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 11.6 ("Playing musical instruments") of this schedule you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

11.3 Noise which affects your neighbours

Subject to this clause 11, you must not make noise which might unreasonably interfere with the use and enjoyment by another Member, Owner or Occupier of their Lot or Common Property.

11.4 Equipment and machinery

You must ensure that equipment and machinery in your Lot or Common Property does not cause vibrations or noise in another part of North Precinct (for example, tread mills, weight machines or washing machines).

11.5 Using power tools

You may use power tools (for example, impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.

11.6 Playing musical instruments

Subject to this clause 11, you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. You must not play or rehearse on percussion instruments.

11.7 Playing music

Subject to this clause 11, you must not play live or other music which exceeds 65dB(A) at the boundary of your Lot after 11.00 pm (or another hour by the Committee acting reasonably).

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:106 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

11.8 Inside your Strata Lot

You must not:

(a) carry out exercises in your Strata Lot which result in rapid foot impact on the floor (for example, aerobics or running on the spot) if this causes noise or vibrations in adjoining Lots; or

(b) unnecessarily create noise or vibration by knocking or banging against walls separating your Strata Lot from another Lot.

11.9 Obligations for floor coverings in By-Laws

If you are the Owner or Occupier of a Strata Lot, the by-laws for your Strata Scheme may require you to cover or treat the floors in your Strata Lot to stop noise transmission which disturbs other Owners and Occupiers.

12 Some prohibitions

You must not:

(a) attach anything to or hang anything from a Balcony;

(b) enclose a storage space or car space of a Lot; or

(c) remove the cover to an external air conditioning unit;

(d) install a solid fuel burning appliance in North Precinct; or

(e) enclose the Balcony of a Lot; or

(f) hang clothes, washing or similar items in any area that is visible from outside a Lot or a building in North Precinct; or

(g) attach or hang an aerial, security device or wires outside a Lot or a building in North Precinct.

13 Application process

13.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which you must submit with your application under the Architectural Code.

13.2 What information must you include in your application?

If you make an application under the Architectural Code, the application must:

(a) be in writing; and

(b) include the plans, drawings and other documents specified by the Committee according to this clause 13 for the type of works for which you are seeking approval; and

(c) include enough information to give the Committee and an Owners Corporation enough information to make a decision about your application.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:107 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

However, the Committee or an Owners Corporation may:

(d) require you to submit additional plans, diagrams or other information which it has not specified according to clause 13.1 ("Making an application") of this schedule to assist in the decision making process; and

(e) waive the requirements it makes under clause 13.1 ("Making an application") about the plans, diagrams and other information which you must submit with your application.

13.3 Lodging your application

You must address your application to the Strata Manager or the strata manager of your Owners Corporation (depending on who may give consent to the application).

13.4 Discretion

The Committee and an Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

13.5 Appointing consultants

The Committee and an Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Code (for example, an architect or engineer for applications affecting the External Appearance).

13.6 Paying the costs for a consultant

The Committee or an Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 13.

13.7 Time frame for making a decision

Subject to this clause 13, the Committee or an Owners Corporation must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

13.8 Compliance with development consents and requirements of Government Agencies

When considering an application under the Architectural Code, the Committee and an Owners Corporation (depending on who may give consent to the application) must comply with:

(a) requirements of the relevant development consents applicable to North Precinct; and

(b) requirements of the relevant Government Agencies; and

(c) provisions of the Easements.

13.9 Time frame for making a decision where a consultant has been appointed

If the Committee or an Owners Corporation appoint a consultant to review and make recommendations about an application, the Committee or Owners

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:108 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Corporation must make a decision about the application within 30 Business Days after the consultant's makes a recommendation to the Committee or the Owners Corporation (or another period agreed between the parties).

13.10 Notifying the applicant of a decision

The Committee and an Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must clearly describe any conditions which attach to the approval and, if the application is not approved, explain in detail the reasons for the decision.

14 Approval process

14.1 Conditional approvals

The Committee and an Owners Corporation may make conditions if they approve an application. The conditions may include:

(a) a reasonable time frame in which the works must be completed; and

(b) the hours and days during which the works must be carried out; and

(c) methods of accessing North Precinct to carry out the works.

14.2 Revoking approval

The Committee and an Owners Corporation may revoke their approval if an applicant does not comply with the conditions for the approval.

14.3 Additional obligations for Owners Corporation

An Owners Corporation must promptly:

(a) advise the Committee in writing when it grants consent to an Owner or Occupier to carry out works under its by-laws or the Architectural Code; and

(b) provide the Committee with a copy of the application by the Owner or Occupier to carry out works and the consent given by the Owners Corporation.

14.4 Notice of works on Common Property

An Owners Corporation must promptly:

(a) advise the Committee in writing when the Owners Corporation carries out works in its Common Property (which are not the subject of an application under the Architectural Code); and

(b) provide the Committee with details of the works carried out.

15 Procedures for carrying out work

15.1 Procedures before you carry out work

Before you carry out works in North Precinct, you must:

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:109 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

(a) arrange with the Committee and, where appropriate, your Owners Corporation a suitable time and means by which to access the area in which you will carry out the work; and

(b) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which you must access North Precinct to carry out the work; and

(c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Committee and your Owners Corporation about the times and means by which they must access North Precinct to carry out the work.

15.2 Procedures when you carry out work

When you carry out works in North Precinct, you must:

(a) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee or your Owners Corporation; and

(b) carry out the work in a proper manner and to the reasonable satisfaction of the Committee and, where appropriate, your Owners Corporation; and

(c) regularly remove debris and leave all areas of Shared Facilities and Common Property clean and tidy for all periods during which you carry out the work; and

(d) repair damage you (or persons carrying out the work on your behalf) cause to Shared Facilities, Common Property or the property of a Member, Owner or Occupier.

15.3 Following completion of the work

When you carry out work in the North Precinct, the Committee may require you to provide:

(a) evidence that the work has been completed;

(b) certificates in relation to the work;

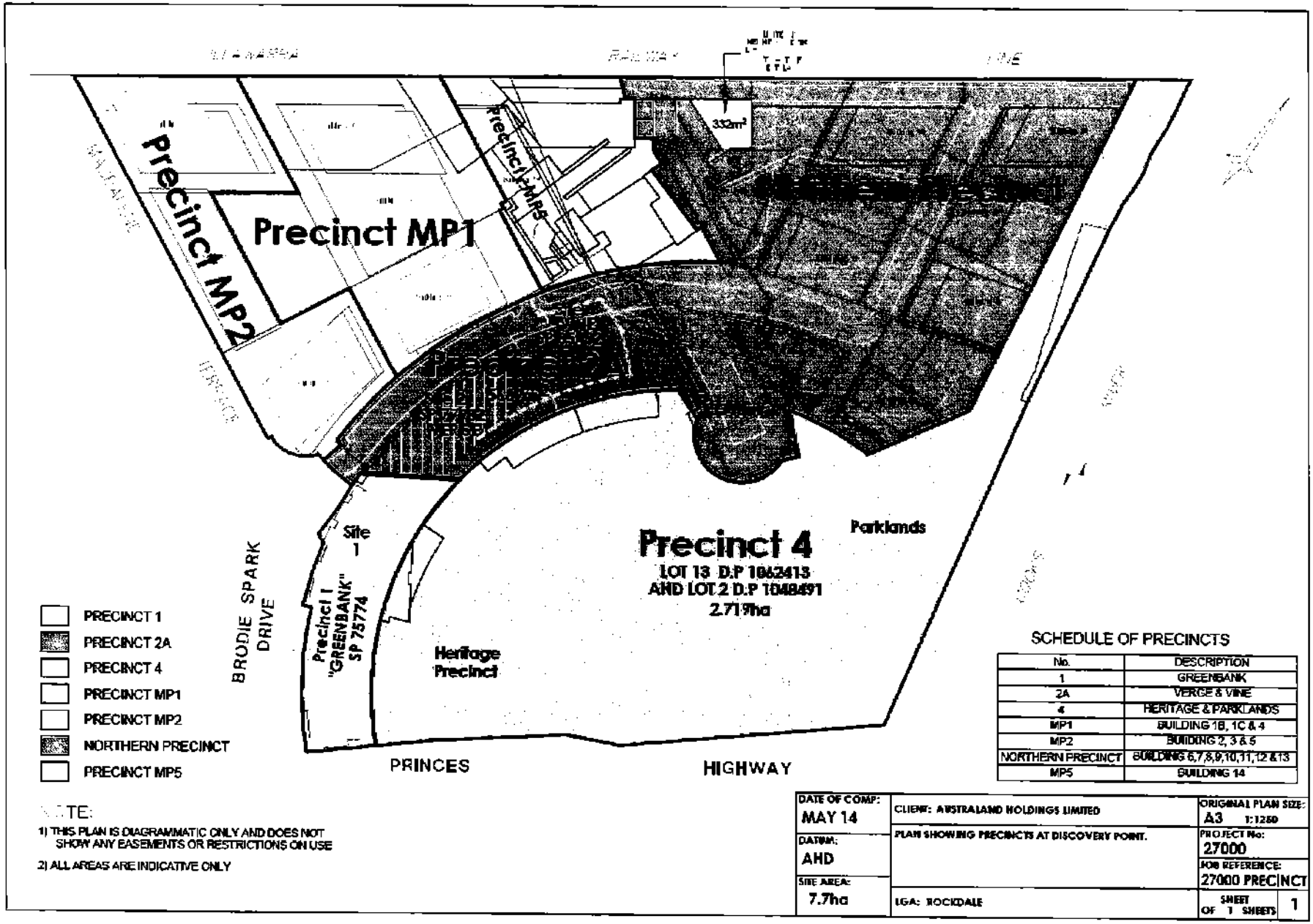
(c) test results (including acoustic testing) demonstrating compliance with the conditions relating to the consent to carry out works.

ePlan

Schedule 5 - Precinct Plan

SP89924

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:110 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342



SCHEDULE OF PRECINCTS

No.	DESCRIPTION
1	GREENBANK
2A	VERGE & VINE
4	HERITAGE & PARKLANDS
MP1	BUILDING 1B, 1C & 4
MP2	BUILDING 2, 3 & 5
NORTHERN PRECINCT	BUILDING 6,7,8,9,10,11,12 & 13
MP5	BUILDING 14

NOTE:

1) THIS PLAN IS DIAGRAMMATIC ONLY AND DOES NOT SHOW ANY EASEMENTS OR RESTRICTIONS ON USE

2) ALL AREAS ARE INDICATIVE ONLY

DATE OF COMP: MAY 14	CLIENT: AUSTRALAND HOLDINGS LIMITED	ORIGINAL PLAN SIZE: A3 1:1250
DATUM: AHD	PLAN SHOWING PRECINCTS AT DISCOVERY POINT.	PROJECT No: 27000
SITE AREA: 7.7ha	LGA: ROCKDALE	JOB REFERENCE: 27000 PRECINCT
		SHEET OF 1 SHEETS 1

ePlan

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:111 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:112 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

Strata Management Statement for North Precinct at Discovery Point

Schedule 6 - Appointment Form

SP89924

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:113 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

SP89924 DISCOVERY POINT

Appointment Form

This form is for use by members of the Discovery Point Building Management Committee who wish to appoint a new or replacement representative or substitute representative. See clause 22 in the Discovery Point strata management statement for more information.

Date	
Your name	
Strata Scheme	

Part A

Appointment of a new representative

Complete this part if you have not previously appointed a representative.

Name of representative	
Address of representative	
Telephone number of representative	
Facsimile number of representative	
Do you authorise your representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Part B

Appointment of a replacement representative

Complete this part if you have previously appointed a representative and you wish to appoint a different representative. When the Building Management Committee receives this form, the appointment of your previous representative is terminated and the new representative is appointed.

Name of current representative	
Name of new representative	
Address of new representative	
Telephone number of new representative	
Facsimile number of new representative	
Do you authorise your new representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:114 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Part C

Appointment of a new substitute representative

Complete this part if you have not previously appointed a substitute representative.

Name of substitute representative	
Address of substitute representative	
Telephone number of substitute representative	
Facsimile number of substitute representative	
Do you authorise your substitute representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?	

Part D

Appointment of a replacement substitute representative

Complete this part if you have previously appointed a substitute representative and you wish to appoint a different substitute representative. When the Building Management Committee receives this form, the appointment of your previous substitute representative is terminated and the new substitute representative is appointed.

Name of current substitute representative	
Name of new substitute representative	
Address of new substitute representative	
Telephone number of new substitute representative	
Facsimile number of new substitute representative	
Do you authorise your new substitute representative to appoint a proxy to vote for you Meetings and Emergency Meetings of the Building Management Committee?	

....

Signature or execution by Member

Signature of representative or substitute representative (or replacement member or substitute member)

Notes

1. The representative or substitute representative (or replacement representative or substitute representative) appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (or replacement member or substitute member).

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:115 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

Strata Management Statement for North Precinct at Discovery Point

Schedule 7 - Membership Form

SP89924

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:116 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

DISCOVERY POINT
SP89924 Membership Form

This form is for use by new members of the Discovery Point Building Management Committee or existing members who lease their lot or change their contact details. See clause 23 in the Discovery Point strata management statement for more information.

Date	
Your name	
Lot owned	

Part A: New member

Complete this part you have purchased a stratum lot or are a new owners corporation.

Date on which you became a member	
Your address for service of notices	
Your telephone number	
Your facsimile number	
Your e-mail address	

Part B: New tenant or licensee

Complete this part if you are the owner of a stratum lot and you have leased or licensed your lot (or part of it) or you have a new tenant or licensee.

Name of tenant or licensee	
Term of lease	
Name of contact person	
Their address for service of notices	
Their telephone number	
Their facsimile number	
Their e-mail address	

Part C: Change of address details

Complete this part if you have changed your address or other contact details.

New address for service of notices	
New contact person	
New telephone number	
New facsimile number	
New e-mail address	

Signature or execution by Member

.....

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:117 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

Strata Management Statement for North Precinct at Discovery Point

Schedule 8 - Proxy Form

SP89924

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:118 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

SP89924

DISCOVERY POINT
Proxy Form

Date	
Name of member, representative or substitute representative	
Name of member who appointed representative or substitute representative	
Name of proxy	
Address of proxy	

I/we,....., appoint ..... as my/our proxy for the purpose of Meetings and Emergency Meetings of the Building Management Committee (including adjourned Meetings and Emergency Meetings)

Period or number of meetings for which appointment of my/our is valid for ..... *months/*meetings

* This form authorises the proxy to vote on my/our behalf on all matters **OR** * This form authorises the proxy to vote on my/our behalf on the following matters only and in the manner specified below:

Signature or execution by member (if proxy appointed by member) .....

Signature or representative or substitute representative (if proxy appointed by them) .....

Signature of proxy .....

Notes

1. The proxy appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (as appropriate) and the proxy.
3. This form does not authorise voting on a matter if the representative or substitute representative of the member is present at the relevant meeting or emergency meeting and personally votes on the matter.
4. This form is ineffective unless it is given to the secretary of the Building Management Committee at or before the first meeting in relation to which it is to operate and it contains the date on which it was made.
5. This form will be revoked by a later proxy appointment form delivered to the secretary of the Building Management Committee.
6. A vote by the proxy which does not comply with the directions to vote given by the member, representative or substitute representative who appointed the proxy is void.

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:119 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Strata Management Statement for North Precinct at Discovery Point

ePlan

Signing page

SP89924

EXECUTED by **DISCOVERY POINT No. 1 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 2 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 3A PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:120 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

SP89924

EXECUTED by **DISCOVERY POINT No. 3B PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 4 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 5 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:121 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

SP89924

EXECUTED by **DISCOVERY POINT No. 6 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 7A PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 7B PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:122 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

SP89924

EXECUTED by **DISCOVERY POINT No. 8 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 9A PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT No. 9B PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:123 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

SP89924

ePlan

EXECUTED by **DISCOVERY POINT No. 10 PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MICHAEL BOWDEN NEWSOM
.....
Name of director (block letters)

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

ABHILASHA VANKINA
.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **DISCOVERY POINT DEVT PTY LIMITED** in accordance with section 127(1) of the Corporations Act by authority of its directors:

.....
Signature of director

MATTHEW ROBERT BAILEY
.....
Name of director (block letters)

.....
Signature of director/~~company secretary*~~
*delete whichever is not applicable

SIMON STUART DOVER HOWARD
~~ABHILASHA VANKINA~~
.....
Name of director/~~company secretary*~~ (block letters)
*delete whichever is not applicable

Req:R285705 /Doc:SP 0089924 M /Rev:10-Oct-2014 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:34 /Seq:124 of 124
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

SP89924

Execution by mortgagees:

Dated at Sydney this 1ST Day of AUGUST 2014

Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)

Signed by its Attorney ..... (MATTHEW QUINN)

Who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No 410 Book 4376 dated 18/11/2002

Signed in the presence of ..... (signature)

PANSY LAU ..... (full name)

ANALYST ..... (Title)

REGISTERED 8.10.2014

Req:R285684 /Doc:DP 1238769 B /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:33 /Seq:1 of 37
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

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

Lengths are in metres: (Sheet 1 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906
Subdivision Certificate No: SC 2017-78

Full name and address of the owner of the Land

Discovery Point No. 1 Pty Limited
ACN 093 909 758
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Discovery Point No. 2 Pty Limited
ACN 097 478 996
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Discovery Point No.3A Pty Limited
ACN 097 928 517
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Discovery Point No.3B Pty Limited
ACN 097 479 028
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Discovery Point No. 4 Pty Limited
ACN 097 479 082
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Discovery Point No. 5 Pty Limited
ACN 097 479 117
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

29581233_7

Req:R285684 /Doc:DP 1238769 B /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:33 /Seq:2 of 37
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

Lengths are in metres: (Sheet 2 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

Subdivision Certificate No: SC 2017-78

Full name and address of the owner of the Land

Discovery Point No. 6 Pty Limited
ACN 100 561 215
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Discovery Point No. 7A Pty Limited
ACN 102 478 348
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Discovery Point No. 7B Pty Limited
ACN 097 479 153
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Discovery Point No. 8 Pty Limited
ACN 100 971 266
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Discovery Point No. 9A Pty Limited
ACN 102 882 306
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Discovery Point No. 9B Pty Limited
ACN 097 479 180
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Discovery Point No. 10 Pty Limited
ACN 100 252 524
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Discovery Point Devt Pty Limited
ACN 151 464 176
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Req:R285684 /Doc:DP 1238769 B /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:33 /Seq:3 of 37
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

Lengths are in metres: (Sheet 3 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC 2017-78

Full name and address of the owner of the Land

Discovery Point Pty Limited
ACN 102 882 342
Level 3, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1.	Easement for Support and Shelter (Whole of Lots)	Each lot	Every other lot
2.	Easement for Services (Whole of Lots)	Each lot	Every other lot
3.	Easement for Access to Shared Facilities (Whole of Lots)	Each lot	Every other lot
4.	Right to use Fire Stairs and Egress ~~Variable Width~~ (Whole of Lots)	Each lot	Every other lot
5.	Easement for Construction Access (Whole of Lots)	Each Lot	Every other lot
6.	Easement for Access Variable Width Limited in Stratum (Q4)	731 732	732 731
7.	Right Of Footway Variable Width Limited In Stratum (Q5)	731 732 605/1192906	732 731 ~~731 & 732~~ ~~605/1192906~~
8.	Easement for Public Access 3.375, 8.365 Wide and Variable Width Limited in Stratum (Q3)	731 733	Bayside Council
9.	Easement for Water Supply Purposes ~~5.11~~ Wide Limited in Stratum (Q2) 2 AND 5.11	731	607/1192906

Lengths are in metres: (Sheet 4 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

Subdivision Certificate No: SC 2017-78

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:
10.	Easement for Services Variable Width Limited in Stratum (Q1)	731 733	732, 733 and CP/SP93440 731, 732 and CP/SP93440
11.	Restriction on Use of Land	731 & 732	Bayside Council
12.	Positive Covenant (Road Infrastructure)	733	Bayside Council
13.	Positive Covenant (Maintenance of the Stormwater System and Overland Flow)	731, 732 & 733	Bayside Council
14.	Positive Covenant (Maintenance of Stormwater Pipes and Culverts)	731, 732 & 733	Bayside Council
15.	Positive Covenant (Maintenance Footpath Drainage, Plaza)	731, 732 & 733	Bayside Council

Part 2 - Terms

1 Interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

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

Authorised User means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation, the tenants, employees, agents, contractors and licensees of the Grantee.

Building Management Committee means any building management committee constituted under a Management Statement, including a community association under the *Community Land Development Act 1989 (NSW)*.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Lengths are in metres: (Sheet 5 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC 2017-78

Carpark Exhaust means the air plenum for the carpark exhaust system and all pipes, ducts, vents, conduit tracks, cables, rises and other services or equipment (including fans as applicable) associated with the use, operation, maintenance, repair or replacement of the carpark exhaust system.

Co-operative means Discovery Point Co-operative Limited, being a registered trading co-operative under the *Co-operatives Act 1992 (NSW).*

Co-operative Rules means the rules of the Co-operative in accordance with the *Co-operatives Act 1992 (NSW).*

Council means Bayside Council.

Development Act means the *Strata Schemes Development Act 2015 (NSW).*

Development Consent means any development consent granted in respect of Discovery Point.

Discovery Point is the development (being a staged development) known as "Discovery Point" and generally being the project the subject of a "masterplan" consent (DA 500/01) granted by Council in 2001 and part of which has become the subject of concept plan MP10_0003 determined by the Minister for Planning from time to time.

Easement Site means in relation to an easement, positive covenant and restriction on use in this instrument:

(a) the site of an easement, positive covenant and restriction on use identified on the Plan; and

(b) all items within the site of the easement, positive covenant and restriction on use identified on the Plan which are the subject of the easement, positive covenant or restriction on use.

Government Authority means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having jurisdiction over any lot in the Plan from time to time.

Grantee means:

(a) the owner of an estate in fee simple or mortgagee in possession of a Lot Benefited;

(b) the owners corporation under the Development Act in respect of a Lot Benefited;

(c) the community association under the Community Land Development Act 1989 (NSW) in respect of a Lot Benefited; and

(d) a Government Authority benefited.

Grantor means:

Req:R285684 /Doc:DP 1238769 B /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:33 /Seq:6 of 37
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

(a) the owner of an estate in fee simple or mortgagee in possession of a Lot Burdened; and

(b) the owners corporation under the Development Act in respect of a Lot Burdened; and

(c) the community association under the *Community Land Development Act 1989 (NSW)* in respect of a Lot Burdened.

Lot Benefited means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

Lot Burdened means a lot burdened by an easement, positive covenant or restriction in this instrument.

Management Statement means:

(a) a strata management statement under the Development Act; or

(b) a building management statement under the Act;

(c) a community management statement under the *Community Land Development Act 1989 (NSW).*

North Precinct means the land the subject of the Management Statement registered with SP89924.

Occupier means each lessee or licensee from time to time (including each subordinate lessee or licensee).

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

Residential Component means that part of Discovery Point which has been approved for residential use under a Development Consent.

Residential Occupier means an occupant, tenant or lessee of a Residential Component.

Residential Owner means the owner of an estate in fee simple or a mortgage in possession of a lot in the Residential Component.

Road Reserve includes (but is not limited to) all:

(a) road carriageway and footpath pavements;

(b) road carriageway and footpath furniture;

(c) road carriageway and footpath pavement markings and signs;

(d) road drainage pipelines, inlet pits and subsoil drainage; and

(e) street trees and landscaping.

Lengths are in metres: (Sheet 7 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC 2017-78

Road Reserve Maintenance Specification means the specification approved by Council in accordance with the development consents relating to DA 2006/466 and DA 2006/570 for the maintenance of the public domain.

Services includes those services defined in section 107 of the Development Act and:

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

(b) the provision of sewerage and drainage; and

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

(d) security systems; and

(e) kitchen exhaust and grease arrestor systems; and

(f) plant and plant rooms; and

(g) fire hydrant and sprinkler systems; and

(h) irrigation systems; and

(i) lifts; and

(j) ventilation (mechanical or otherwise) system; and

(k) any other facility, supply or transmission,

whether designed for commercial or domestic use and including any wires, ducts, cables, conduit tracks, pipes and rises for that service.

Specified Services includes any Service, Carpark Exhaust and Ventilation Unit.

Shared Facilities has the meaning it has in the Management Statement and the Co-operative Rules.

Shared Services means any wires, ducts, cables, conduit tracks, pipes, rises, plant, equipment and structures associated with:

(a) hydraulic services; and

(b) fire protection, alarm and sprinkler systems; and

(c) communications including, without limitation, telephone, television, computer data, digital, optical or laser transmission or other signal service.

Stormwater System means the storm water bio-retention drainage system located throughout the North Precinct and includes items associated with the use of this system (including, but not limited to all ancillary drains, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater).

Strata Plan means a strata plan under the Development Act.

Req:R285684 /Doc:DP 1238769 B /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:33 /Seq:8 of 37
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

Ventilation Unit means any external condensor units, cables, conduits, pipes and wires for air conditioning purposes designed for external installation which services a Lot Benefited. This does not include fan coil units designed and intended for internal installation in the Lot Benefited.

1.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

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

(b) (references to statute) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and

(c) (singular includes plural) the singular includes the plural and vice versa; and

(d) (meaning not limited) the words "include", "including", "for example" or "such as" are not used as, nor are they interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of similar kind.

1.3 Headings

Headings do not affect the interpretation of this instrument.

1.4 Positive covenants and maintenance requirements

A requirement in an easement, positive covenant or restriction on use in this instrument which requires a Grantee or Grantor to maintain or repair an Easement Site or Lot Burdened or any thing in an Easement Site or a Lot Burdened is a positive covenant according to section 88BA of the Act.

2 Interpretation

2.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument, except where the contrary intention is expressed.

2.2 Covenants and agreements

The easements, positive covenants and restrictions on use, including in this clause and clauses 3 ("Complying with this instrument, the Management Statement and the Co-operative Rules") and 4 ("Effect of the Management Statement and the Co-operative Rules"), in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

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

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

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

2.3 Release

The Grantee and its Authorised Users enter upon the Lot Burdened at their own risk and the Grantee hereby releases the Grantor from any claims and demands of every kind and from all liability that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened under the terms of this instrument unless the loss is caused or contributed to by the act, negligence or omission of the Grantor.

2.4 Indemnity

The Grantee agrees to indemnify the Grantor against any loss suffered or incurred by the Grantor arising from or in consequence of the exercise of rights under an easement, positive covenant or restriction on use in this instrument by the Grantee and any of its Authorised Users, unless the loss is caused by the negligence of the Grantor, including but not limited to:

(a) damage to the Lot Burdened, except fair wear and tear; and

(b) damage to any property of the Grantor or any other person; and

(c) injury to any person on or near the Lot Burdened.

2.5 Notice to owner

If a notice to the Grantor is required to be given under this instrument, that notice must also be given to the Occupier of the Lot Burdened. If the Grantor is an owners corporation or community association, the notice must be given to the strata manager and the on-site manager for the owners corporation or community association, if any. Notice required in the case of an emergency may be given orally.

3 Complying with this instrument, the Management Statement and the Co-operative Rules

3.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument, except where the contrary intention is expressed.

3.2 Obligations of Grantees and Grantors

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this instrument.

Req:R285684 /Doc:DP 1238769 B /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:33 /Seq:10 of 37
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

3.3 Obligations for Authorised Users

For each easement, positive covenant and restriction on use in this instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

3.4 Complying with the Management Statement

For each easement, positive covenant and restriction on use in this instrument, the Grantee must:

(a) comply with the Management Statement which applies to the Lot Burdened; and

(b) use reasonable endeavours to ensure that its Authorised Users comply with the Management Statement which applies to the Lot Burdened.

3.5 Complying with the Co-operative Rules

(a) For each easement, positive covenant and restriction on use in this instrument, the Grantee must:

(i) comply with the Co-operative Rules; and

(ii) use reasonable endeavours to ensure that its Authorised Users comply with the Co-operative Rules.

(b) If the Grantee under an easement is the Co-Operative, the Grantor acknowledges that Authorised Users are those persons set out in the Co-Operative Rules.

4 Effect of the Management Statement and the Co-operative Rules

4.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument, except where the contrary intention is expressed.

4.2 Requirements about making rules

If a Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or Authorised User, the rules must be consistent with the easement, covenant or restriction.

4.3 Costs regulated under a Management Statement or Co-operative Rules

If a Management Statement or the Co-operative Rules regulate the apportionment of costs in relation to an easement, Easement Site, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs in this

instrument and the Management Statement or the Co-operative Rules, this instrument prevails to the extent of the inconsistency.

4.4 Complying with obligations

If a Management Statement or the Co-operative Rules allocate responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (eg the obligation is imposed on a Building Management Committee or the Co-operative), this instrument prevails to the extent of the inconsistency.

5 Terms of Easement for Support and Shelter (Whole of Lots) numbered 1 in the Plan

5.1 Grant of easement

Each lot in the Plan has:

(a) the benefit of an easement for the subjacent and lateral support of that lot by such other parts of the building or structures (erected now or to be erected in the future) as are capable of affording support;

(b) the burden of an easement for the subjacent and lateral support of such other parts of the building or structures as are capable of enjoying support from that part;

(c) the benefit of an easement for the shelter of that lot by all such other parts of the building or structures (erected now or to be erected in the future) as are capable of affording shelter; and

(d) the burden of an easement for the shelter of such other parts of the building or structures as are capable of being sheltered by that part.

5.2 Obligations when exercising rights

The Grantee and its Authorised Users may enter and remain on the Lot Burdened for the purposes of inspecting, constructing, repairing, maintaining or renewing any support and shelter to the Lot Benefited located on the Lot Burdened subject to the following conditions:

(a) the Grantee and its Authorised Users must take all reasonable steps to minimise disturbance or damage to the Grantor, the Lot Burdened, the Occupiers and contents of the Lot Burdened; and

(b) except in emergency, the Grantee and its Authorised Users must give reasonable notice to the Grantor of its intention to enter the Lot Burdened.

5.3 Effect of a Strata Management Statement

If a strata management statement is registered under the Development Act resulting in the creation of an easement for support and shelter under section 8AA of the Development Act and there is an inconsistency between the terms of this easement

and the easement created under section 8AA, then to the extent of that inconsistency, the terms of the easement under section 8AA apply.

5.4 Effect of a subdivision

If a Strata Plan subdividing a Lot Benefited is registered resulting in the creation of an easement for support and shelter under section 8AA of the Development Act, and there is an inconsistency between the terms of this easement and the easement created under section 8AA, then to the extent of that inconsistency, the terms of the easement under section 8AA apply.

6 Terms of Easement for Services (Whole of Lots) numbered 2 in the Plan

6.1 Grant of easement

The Grantee and its Authorised Users may:

(a) utilise the Services constructed on the Lot Burdened by the Grantor that exist as at the date the occupation certificate issues for the building erected on the Lot Burdened by connecting to these Services; and

(b) use the Lot Burdened to provide Services to or from the Lot Benefited; and

(c) do anything reasonably necessary for that purpose, including:

(i) entering the Lot Burdened; and

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment on the Lot Burdened.

6.2 Requirements before exercising rights

Before exercising any rights under this easement, the Grantee and Authorised Users must:

(a) except in an emergency, give the Grantor or its nominee not less than 48 hours' notice of its intention to enter the Lot Burdened. In an emergency, a Grantee or Authorised User must give a Grantor or its nominee notice of access to the Lot Burdened as soon as practicable; and

(b) if required by the Grantor, when exercising rights under this easement be accompanied by and comply with the reasonable directions of the Grantor's nominee; and

(c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any Service to the Lot Burdened in circumstances where the Grantor or Occupier of the Lot Burdened may suffer interruption to

the business or commercial activities lawfully conducted on the Lot Burdened; and

(d) except as provided for in clause 6.3, not carry out any works to the structure of the building and infrastructure located on the Lot Burdened unless it:

(i) obtains the approval of the Grantor to the works proposed to be carried out; and

(ii) consults with a structural engineer nominated by the Grantor at the cost of the Grantee; and

(iii) carries out the recommendations of the structural engineer.

6.3 Attachments of a minor nature

Clause 6.2(d) does not apply to attachments of a minor nature that do not affect the structural integrity of the building, Shared Facilities and infrastructure located on the Lot Burdened (for example, attaching a pipe to existing Services).

6.4 Obligations when exercising rights

When they exercise their rights under this easement, the Grantee must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the Grantor 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 collateral damage; and

(e) not interfere with the structural integrity of the building, Shared Facilities or any infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

6.5 Maintaining Services

The Grantee must maintain its own Services.

6.6 Additional obligations

The Grantee:

(a) acknowledges that this easement is being used in common with the Grantor; and

(b) must not, except as permitted under clause 6.2, interfere with any of the Services for the Lot Burdened located within the Lot Burdened from time to time.

Req:R285684 /Doc:DP 1238769 B /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:33 /Seq:14 of 37
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

7 Terms of Easement of Access to Shared Facilities (Whole of Lots) numbered 3 in the Plan

7.1 Grant of easement

Subject to the terms of this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass over the Lots Burdened at any time by foot, for the purposes of accessing any Shared Facilities located within the Lots Burdened which the Grantee is entitled to use under the relevant Management Statement.

7.2 Obligations when exercising rights

When they exercise their rights under this easement, the Grantee and its Authorised Users must:

(a) repair damage which they cause to the Lot Burdened; and

(b) cause as little inconvenience as practicable to a Grantor or an Occupier of the Lot Burdened; and

(c) comply with rules made by the Grantor according to this easement, in addition to the relevant provisions of the Management Statement; and

(d) immediately remove any garbage or recyclable materials spilt on the Easement Site or the Lot Burdened and clean the affected area.

7.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security devices (including but not limited to proximity access cards). The Grantor agrees to provide the Grantee and its Authorised Users with security access devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise rights and comply with obligations under this easement.

8 Terms of Right to Use Fire Stairs and Egress ~~Variable Width~~ (Whole of Lots) numbered 4 in Plan

8.1 Grant of easement

The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right to go, pass and repass across fire stairs within the Lot Burdened (erected from time to time) on foot and without vehicles to and from the Lot Benefited in emergency situations for the purpose of evacuation, or for fire drill exercises from time to time.

8.2 Government Authority requirements

When they exercise their rights under this easement, the Grantee and its Authorised Users must comply with any requirements of a Government Authority in relation to the use of the Easement Site.

Lengths are in metres: (Sheet 15 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

Subdivision Certificate No: SC 2017-78

8.3 Redevelopment

(a) If any part of the Lot Burdened is redeveloped or developed, the Grantor may relocate the Easement Site if the new easement provides an easement to use fire stairs to the Lot Benefited on the same terms as this easement.

(b) If the easement is relocated under this clause, the Grantor may require this easement to be surrendered and a new easement to be registered with a plan showing the location of the new easement. In this event, the Grantee must surrender this easement and the Grantor must pay all costs associated with:

(i) the costs of any survey plan required for the new easement;

(ii) the registration fees for the surrender of this easement and lodgement of the new easement.

9 Terms of Easement for Construction Access (Whole of Lots) numbered 5 in the Plan

9.1 Specified Services

For the purposes of this easement, "Specified Services" includes any Service, Carpark Exhaust, Ventilation Unit and Shared Services.

9.2 Grant of easement

Subject to the terms of this easement, the Grantor grants the Grantee and its Authorised Users the right to:

(a) enter the Lot Burdened (excluding habitable areas, such as apartments or commercial suites);

(b) oversail the Lot Burdened with cranes and other construction equipment and materials;

(c) pass over and remain on the Lot Burdened (excluding habitable areas, such as apartments or commercial suites) with vehicles and with or without material, tools and equipment; and

(d) demolish walls (other than load bearing walls) in the basement levels of the building within the Lot Burdened; and

(e) erect and construct new walls, stairs or other structures in the basement levels of the building within the Lot Burdened; and

(f) install Specified Services through the air space and penetrating through walls and attach Specified Services to structural walls or ceiling slabs in the basement levels of the building within the Lot Burdened; and

(g) connect, add to, upgrade, relocate or replace Specified Services within the Lot Burdened, but only in accordance with clause 9.2(f); and

Lengths are in metres: (Sheet 16 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE NO: SC 2017-79

(h) store goods and articles, materials, tools and equipment required for construction purposes in the basement levels of the building with the Lot Burdened (excluding common areas or carspaces which are not owned by the Grantee)

to the extent and for the periods reasonably necessary to enable the Grantee to carry out demolition and construction works in connection with any development or redevelopment of the Lot Benefited or Discovery Point generally.

Thereafter, the Grantee and its Authorised Users may:

(i) utilise the Specified Services and new walls, stairs or other structures installed in accordance with clauses 9.2(e), 9.2(f) and 9.2(g); and

(ii) for the purposes of exercising any of the rights granted under this easement, the Grantee may:

(A) take anything on to the Lot Burdened; and

(B) erect scaffolding and ladders as reasonably required on the Lot Burdened; and

(C) carry out work, such as constructing, placing, installing, repairing, using, operating, maintaining, examining, re-laying, altering, renewing, cleaning, replacing, enhancing, adding to or removing pipes, poles, wires, cables, ducts, conduits, structures and equipment.

9.3 Requirements before exercising rights

Before exercising any rights under this easement, the Grantee must:

(a) except in an emergency, give the Grantor not less than 2 Business Days' notice of its intention to enter the Lot Burdened. In an emergency, a Grantee or Authorised User must give a Grantor notice of access to the Lot Burdened as soon as practicable; and

(b) if required by the Grantor, when exercising rights under this easement be accompanied by, and comply with the reasonable directions of the Grantor's nominee; and

(c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any Specified Service or other Service to the Lot Burdened in circumstances where the Grantor or Occupier of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened.

9.4 Obligations when exercising rights

In exercising any rights under this easement, the Grantee must:

(a) ensure all work is done properly; and

Lengths are in metres: (Sheet 17 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC 2017-78

(b) cause as little inconvenience as is practicable to the Grantor and any Occupier of the Lot Burdened;

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(d) make good any collateral damage as soon as reasonably possible; and

(e) not interfere with the structural integrity of the building or any infrastructure located on the Lot Burdened unless it:

(i) obtains the approval of the Grantor to the works proposed to be carried out, such approval not to be unreasonably withheld; and

(ii) consults with a structural engineer and services engineer (as applicable); and

(iii) carries out the recommendations of the structural engineer and services engineer (as applicable); and

(f) except where prior arrangements have been made, not disrupt or interfere with any Specified Services for the Lot Burdened from time to time; and

(g) not install any pipes, poles, wires, cables, ducts, conduits, structures and equipment in the Easement Site that due to its location materially adversely affects the lawful use and amenity of the Lot Burdened.

9.5 Redevelopment

(a) If any part of a Lot Burdened is redeveloped or developed, the Grantor may relocate the Specified Services installed in accordance with the terms of this easement if the new location:

(i) provides Specified Services to the Lot Benefited on the same terms as this easement; and

(ii) is at least as favourable to the Grantee, in the Grantor's reasonable opinion, as the existing easement.

(b) If the easement is relocated under this clause, the Grantor may require this easement to be surrendered and a new easement to be registered with a plan showing the location of the new easement. In this event, the Grantee must surrender this easement and the Grantor must pay all costs associated with:

(i) the costs of any survey plan required for the new easement;

(ii) the registration fees for the surrender of this easement and lodgment of the new easement.

9.6 Costs

From the date on which a Management Statement is registered over a Lot Benefited, each Grantee who is subject to that Management Statement must contribute to costs

associated with the maintenance, repair and insurance of any items installed by or for the benefit of that Grantee under this easement in accordance with the Management Statement.

9.7 Expiry of certain rights

The rights granted under clause 9.2, except the rights granted under clauses 9.2(h)(i) and 9.2(h)(ii), will expire:

(a) 10 years after the date of registration of this instrument; or

(b) in respect of a Lot Burdened on an earlier date specified by the relevant Grantee in writing.

All other provisions in this easement continue to apply following the expiry of the rights as provided in this clause 9.7.

9.8 Obligations on expiry of rights

The Grantor and Grantee agree to sign all documents and do all things necessary to give effect to clause 9.7 ("Expiry of certain rights") including but not limited to varying the terms of this easement following expiry of the relevant rights under this easement upon demand by the other in accordance with this clause. Each party will pay their own costs in connection with the documentation and action contemplated in this clause.

10 Terms of Easement for Access Variable Width Limited in Stratum (Q4) numbered 6 in the Plan

10.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users full, free and unimpeded right to enter, exit, pass and repass by foot or vehicle over all driveways and trafficable access ways (existing from time to time) contained within the Easement Site:

(a) at all times; and

(b) for all lawful purposes; and

(c) by a vehicle that is not more than 2.2 metres high or more than 2.5 tonnes TARE weight.

10.2 Obligations of the Grantee

When exercising its rights under this easement, the Grantee must:

(a) cause as little inconvenience as practicable to the Grantor or Occupiers of a Lot Burdened;

(b) comply with access requirements and the Management Statement regarding the use of the Easement Site and payment for the use of the Easement Site;

Req:R285684 /Doc:DP 1238769 B /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:33 /Seq:19 of 37
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

(c) not damage the Lot Burdened or any improvements on it;

(d) promptly repair any damage which the Grantee or its Authorised Users cause to the Lot Burdened or the Easement Site;

(e) not park or stand a motor vehicle or trailer on any driveway or trafficable access way contained within the Easement Site or obstruct the use of the Lot Burdened; and

(f) comply with any relevant requirements under the Management Statement.

10.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security gate or other security devices (including but not limited to proximity access cards and intercom systems) to regulate flow of vehicular access and pedestrian into the Lot Burdened. The Grantor agrees to provide the Grantee and its Authorised Users with access to any security gate and other security devices as necessary (at the Grantee's reasonable cost) to allow the Grantee and its Authorised Users to exercise its rights under this easement.

11 Terms of Right of Footway Variable Width Limited in Stratum (Q5) numbered 7 in the Plan

11.1 Grant

The Grantor grants to the Grantee and its Authorised Users the right to enter and use, in common with the Grantor, the lift, lift shaft and ancillary structures ("Lifts") and stairs within the Easement Site, for the purpose of gaining access to and from the Lot Benefited:

(a) on foot; and

(b) with wheelchairs and other disabled access aids; and

(c) without animals (but exempting guide dogs or hearing dogs for the visually or hearing impaired) or vehicles; and

(d) with or without material, tools and equipment.

11.2 Making Rules

Subject to clause 4.2 ("Requirements about making rules"), the Grantor may make reasonable rules about the use of the Easement Site by the Grantee and its Authorised Users.

11.3 Access

The Grantor may suspend access to, and use of, the Lifts and the stairs in an emergency or for maintenance purposes provided the Grantor acts reasonably.

Lengths are in metres: (Sheet 20 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

Subdivision Certificate No: SC2017-78

11.4 Requirements when exercising rights

When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:

(a) cause as little inconvenience as practicable to the Grantor and occupants of the Lot Burdened; and

(b) use the Lifts and the stairs within the Easement Site for the minimum time required; and

(c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and

(d) if damage is caused, restore the lot burdened as nearly as practicable to the condition it was in before the damage occurred; and

(e) comply with any rules made by the Grantor according to clause 11.2 ("Making Rules") and any relevant requirements under the Management Statement.

12 Terms of Easement for Public Access Variable Width Limited in Stratum (Q3) numbered 8 in the Plan

12.1 Nature of covenant

The Grantor acknowledges that:

(a) a positive covenant is imposed on the Lot Burdened under section 88BA of the Act; and

(a) the provisions of section 88BA of the Act apply in respect of the covenant granted to Council under this clause.

12.2 Covenant and easement granted by Grantor

The Grantor, at the Grantor's expense:

(a) covenants to Council to maintain and repair the Easement Site in good order and condition including regular cleaning and maintenance to the standard required by Council; and

(b) grants to Council (including, without limitation, members of the public as permitted by Council from time to time) the full and free right to go, pass and repass over the Easement Site:

(i) on foot; or

(ii) with bicycles (wheeled not ridden); or

(iii) using wheelchairs or other disabled access aids,

Lengths are in metres: (Sheet 21 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE NO: SC 2017-78

but otherwise without animals (but exempting guide dogs or hearing dogs for the visually or hearing impaired) or vehicles subject to the terms of this easement.

12.3 Conditions

(a) The Grantor, acting reasonably and after giving not less than 2 days' prior written notice to Council (except in the case of an emergency when such notice is not required), may temporarily suspend use of the Easement Site for the time and to the extent necessary to undertake works for, without limitation, the security, safety, maintenance and repair of the Easement Site.

(b) Placement of outdoor seating on the Easement Site in accordance with Council's approval will not constitute a breach of this covenant and easement.

(c) If any damage (other than fair wear and tear) occurs to any part of the Easement Site, then the Grantor must promptly repair such damage to comply with its obligations under this covenant and easement.

12.4 Strata scheme

If any of the Lots Burdened are subdivided by Strata Plan, the burden of this covenant and easement attaches to the common property for the strata scheme or any development lot created on subdivision of the relevant Lot Burdened.

12.5 Exclusion

Clause 2.4 of this instrument does not apply to Council under this easement.

12.6 Persons this covenant and easement binds

This easement binds all persons who claim under the Grantor.

Name of Authority Empowered to Release Vary or Modify the easement numbered 8 in the Plan

Bayside Council

13 Terms of Easement for Water Supply Purposes 5.11 Wide Limited in Stratum numbered 9 in the Plan

2 AND A

An "Easement for water supply" within the meaning of Schedule 8 Part 12 of the Act.

14 Terms of Easement for Services Variable Width Limited in Stratum (Q1) numbered 10 in the Plan

14.1 Grant of easement

The Grantee and its Authorised Users may:

Req:R285684 /Doc:DP 1238769 B /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:33 /Seq:22 of 37
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

(a) utilise the Services constructed on the Lot Burdened by the Grantor that exist as at the date the occupation certificate issues for the building erected on the Lot Burdened by connecting to these Services; and

(b) use the Lot Burdened to provide Services to or from the Lot Benefited; and

(c) do anything reasonably necessary for that purpose, including:

(i) entering the Lot Burdened; and

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment on the Lot Burdened.

14.2 Requirements before exercising rights

Before exercising any rights under this easement, the Grantee and Authorised Users must:

(a) except in an emergency, give the Grantor or its nominee not less than 48 hours' notice of its intention to enter the Lot Burdened. In an emergency, a Grantee or Authorised User must give a Grantor or its nominee notice of access to the Lot Burdened as soon as practicable; and

(b) if required by the Grantor, when exercising rights under this easement be accompanied by and comply with the reasonable directions of the Grantor's nominee; and

(c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any Service to the Lot Burdened in circumstances where the Grantor or Occupier of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened; and

(d) except as provided for in clause 14.3, not carry out any works to the structure of the building and infrastructure located on the Lot Burdened unless it:

(i) obtains the approval of the Grantor to the works proposed to be carried out; and

(ii) consults with a structural engineer nominated by the Grantor at the cost of the Grantee; and

(iii) carries out the recommendations of the structural engineer.

14.3 Attachments of a minor nature

Clause 14.2(d) does not apply to attachments of a minor nature that do not affect the structural integrity of the building, Shared Facilities and infrastructure located on the Lot Burdened (for example, attaching a pipe to existing Services).

Lengths are in metres: (Sheet 23 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

Subdivision Certificate No: SC 2017-78

14.4 Obligations when exercising rights

When they exercise their rights under this easement, the Grantee must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the Grantor 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 collateral damage; and

(e) not interfere with the structural integrity of the building, Shared Facilities or any infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

14.5 Maintaining Services

The Grantee must maintain its own Services.

14.6 Additional obligations

The Grantee:

(a) acknowledges that this easement is being used in common with the Grantor; and

(b) must not, except as permitted under clause 14.2, interfere with any of the Services for the Lot Burdened located within the Lot Burdened from time to time.

15 Terms of Restriction on Use of Land numbered 11 in the Plan

15.1 Nature of Restriction

The Grantor acknowledges that the restriction granted to Council under this clause is a restriction that is imposed on the Lot Burdened under section 88E of the Act.

15.2 Restriction

(a) The Grantor covenants to Council not to use or permit to be used the on-site residential car parking spaces by those other than a Residential Owner or Residential Occupier at Discovery Point.

(b) The Grantor covenants not to enter into an agreement for lease, lease, licence or transfer ownership of the any car space within the Lot Burdened with those other than a Residential Owner or Residential Occupier at Discovery Point.

Lengths are in metres: (Sheet 24 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC 2017-78

Name of Authority empowered to release, vary or modify the restriction on the use of land numbered 11 in the Plan.

Bayside Council

16 Positive Covenant (Road Infrastructure) numbered 12 in the Plan

16.1 Covenant by Grantor

The Grantor covenants to Council that it will ensure that all management (including maintenance and cleaning) of the Road Reserve within the Lot Burdened will be undertaken by the Co-operative and will be conducted in accordance with the Road Reserve Maintenance Specification.

16.2 Inspection

For the purpose of ensuring observance of the covenant, Council and its Authorised Users may at any reasonable time of the day and upon giving not less than two days' notice to the Grantor (but at any time without notice in the case of an emergency) enter the Lot Burdened and view the condition of the Road Reserve within the Lot Burdened.

16.3 Notice for compliance

By written notice Council may require the Grantor to attend to any matter and to carry out such work within such time as Council may require to ensure that the Road Reserve is maintained in accordance with this covenant and to this extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly. In the event of an emergency, Council or its Authorised Users may enter the Lot Burdened without giving the Grantor the required notice under section 88F(2).

16.4 Council's right to enter the Lot Burdened

In exercising its rights under section 88F(2) of the Act, Council or its Authorised Users may enter the Lot Burdened with all necessary equipment and carry out any work which Council in its discretion considers reasonable to comply with this covenant. In carrying out the work under this clause, Council must, having regard to the nature and extent of the work to be carried out:

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

(b) as soon as practicable, repair damage which it causes to the Lot Burdened; and

(c) take all reasonable precautions to ensure that the Lot Burdened is disturbed as little as possible.

If necessary, the Council may recover from the Grantor, as a debt due and payable in a court of competent jurisdiction, any expense reasonably incurred in exercising its rights under this clause (except expenses which Council incurs in repairing any

Req:R285684 /Doc:DP 1238769 B /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:33 /Seq:25 of 37
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

damage it causes in exercising its rights and which arise out of Council's own negligence) and lodge a charge over the land in accordance with section 88F(4) of the Act.

16.5 Exclusion

Clause 2.4 of this instrument does not apply to Council under this positive covenant.

16.6 Persons this covenant binds

This covenant binds all persons who claim under the Grantor and stipulated in section 88E(5) of the Act.

16.7 Name of Authority Empowered to Release Vary or Modify the covenant numbered 12 in the Plan

Bayside Council

17 Terms of Positive Covenant (Maintenance of the Stormwater System and Overland Flow) numbered 13 on the Plan

17.1 Nature of covenant

The Grantor acknowledges that:

(a) the covenant granted to Council under this clause is a public positive covenant within the meaning given to that term under section 87A of the Act and that the public positive covenant is imposed on the Lots Burdened under section 88E of the Act; and

(b) the provisions of section 88F of the Act apply in respect of the covenant granted to Council under this clause.

17.2 Covenant by Grantor

Each Grantor covenants to Council, at the Grantor's expense, to:

(a) permit stormwater run-off to be temporarily detained by the Stormwater System; and

(b) at all times keep the Stormwater System and the overland flow paths clean and free from silt, rubbish and debris; and

(c) maintain, renew and repair the whole or part of the Stormwater System and the overland flow paths so that they function at all times in a safe and efficient manner; and

(d) comply with the Road Reserve Maintenance Specification in observance of this covenant; and

Lengths are in metres: (Sheet 26 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

Subdivision Certificate No: SC 2017-78

(e) submit to Council a report certifying that the overland flow path through the North Precinct remains clear of obstruction and remains at design capacity every three years commencing from registration of this instrument.

17.3 Inspection

For the purpose of ensuring observance of the covenant, Council and its Authorised Users may at any reasonable time of the day and upon giving not less than two days' notice to the Grantor (but at any time without notice in the case of an emergency) enter the Lot Burdened and view the condition of the Lot Burdened and the state of construction maintenance or repair of the Stormwater System and overland flow paths and, to this extent, section 88F(2)(a) of the Act is hereby amended.

17.4 Notice for compliance

By written notice Council may require the Grantor to attend to any matter and to carry out such work within such time as Council may require to ensure the proper and efficient performance of the Stormwater System and overland flow paths.

17.5 Council's right to enter the Lot Burdened

In exercising its powers under this covenant, Council and its Authorised Users may enter the Lot Burdened with all necessary equipment and carry out any work which Council in its discretion considers reasonably necessary to comply with this covenant. In carrying out the work under this clause, Council must, having regard to the nature and extent of the work to be carried out:

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

(b) as soon as practicable, repair damage which it causes to the Lot Burdened; and

(c) take all reasonable precautions to ensure that the Lot Burdened is disturbed as little as possible.

Council may recover from the Grantor, in a court of competent jurisdiction, any expense reasonably incurred in exercising its powers under this covenant and lodge a charge over the land in accordance with section 88F(4) of the Act."

17.6 Persons this covenant binds

This covenant binds all persons who claim under the Grantor and stipulated in section 88E(5) of the Act.

17.7 Strata Scheme

If any of the Lots Burdened are subdivided by Strata Plan, the burden of this covenant attaches to the common property for the strata scheme or development lot created on subdivision of the relevant Lot Burdened.

Lengths are in metres: (Sheet 27 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC2017-78

17.8 Exclusion

Clause 2.4 of this instrument does not apply to Council under this positive covenant.

17.9 Name of Authority Empowered to Release Vary or Modify the covenant numbered 13 in the Plan

Bayside Council

18 Terms of Positive Covenant (Maintenance of Stormwater Pipes & Culverts)) numbered 14 on the Plan

18.1 Nature of covenant

The Grantor acknowledges that:

(a) the covenant granted to Council under this clause is a public positive covenant within the meaning given to that term under section 87A of the Act and that the public positive covenant is imposed on the Lots Burdened under section 88E of the Act; and

(b) the provisions of section 88F of the Act apply in respect of the covenant granted to Council under this clause.

18.2 Covenant by grantor

Each Grantor covenants to Council to, at the Grantor's expense:

(a) maintain and repair the stormwater pipeline and culvert erected through the North Precinct (or any part of it) and replace the stormwater pipeline and culvert when necessary to the standard required by Council; and

(b) submit to Council a structural report in respect of the stormwater pipeline and culvert erected in, on or through the Lot Burdened (or any part of it) every ten years commencing from registration of this instrument; and

(c) submit to Council a report every three years certifying that the overland flow path through the Lots Burdened remains clear of obstructions.

18.3 Inspection

For the purpose of ensuring observance of the covenant, Council and its Authorised Users may at any reasonable time of the day and upon giving not less than two days' notice to the Grantor (but at any time without notice in the case of an emergency) enter the Lot Burdened and view the condition of the Lot Burdened and the state of construction maintenance or repair of the stormwater pipeline and culvert and, to this extent, section 88F(2)(a) of the Act is hereby amended.

Lengths are in metres: (Sheet 28 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

Subdivision Certificate No: SC 2017-78

18.4 Notice for compliance

By written notice Council may require the Grantor to attend to any matter and to carry out such work within such time as Council may require to ensure the proper and efficient performance of the stormwater pipeline and culvert.

18.5 Council's right to enter the Lot Burdened

In exercising its powers under this covenant, Council and its Authorised Users may enter the Lot Burdened with all necessary equipment and carry out any work which Council in its discretion considers reasonably necessary to comply with this covenant. In carrying out the work under this clause, Council must, having regard to the nature and extent of the work to be carried out:

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

(b) as soon as practicable, repair any damage which it causes to the Lots Burdened; and

(c) take all reasonable precautions to ensure that the Lots Burdened are disturbed as little as possible.

Council may recover from the Grantor, in a court of competent jurisdiction, any expense reasonably incurred in exercising its powers under this covenant and lodge a charge over the land in accordance with section 88F(4) of the Act.

18.6 Persons this covenant binds

This covenant binds all persons who claim under the Grantor and stipulated in section 88E(5) of the Act.

18.7 Strata scheme

If any of the Lots Burdened are subdivided by Strata Plan, the burden of this covenant attaches to the common property for the strata scheme or any development lot created on subdivision of the relevant Lots Burdened.

18.8 Exclusion

Clause 2.4 of this instrument does not apply to Council under this positive covenant.

18.9 Name of Authority Empowered to Release Vary or Modify the covenant numbered 14 In the Plan

Bayside Council

Req:R285684 /Doc:DP 1238769 B /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:33 /Seq:29 of 37
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342 ePlan

19 Terms of Positive Covenant (Maintenance Footpath Drainage, Plaza) numbered 15 in the Plan

19.1 Nature of covenant

The Grantor acknowledges that:

(a) the covenant granted to Council under this clause is a public positive covenant within the meaning given to that term under section 87A of the Act and that the public positive covenant is imposed on the Lots Burdened under section 88E of the Act; and

(b) the provisions of section 88F of the Act apply in respect of the covenant granted to Council under this clause.

19.2 Covenant by grantor

The Grantor covenants to Council, at the Grantor's expense to:

(a) clean footpaths in the Lot Burdened (as relevant); and

(b) clean all drainage pipelines, gully pits and gross pollutant traps in the Lot Burdened; and

(c) ensure an adequate standard of maintenance of open spaces and plazas in the Lot Burdened,

in accordance with the Road Reserve Maintenance Specification as regards the Road Reserve and in accordance with any reasonable directions issued by Council as regards areas outside the Road Reserve.

19.3 Inspection

For the purpose of ensuring observance of the covenant, Council and its Authorised Users may at any reasonable time of the day and upon giving not less than two days' notice to the Grantor (but at any time without notice in the case of an emergency) enter the Lot Burdened and view the structures and improvements on the Lot Burdened the subject of this covenant and to this extent section 88F(2)(a) of the Act is hereby amended.

19.4 Notice for compliance

By written notice Council may require the Grantor to attend to any matter and to carry out such work within such time as Council may require to ensure proper compliance with this covenant.

19.5 Council's right to enter the Lot Burdened

In exercising its rights under section 88F(2) of the Act, Council or its Authorised Users may enter the Lot Burdened with all necessary equipment and carry out any work which Council in its discretion considers reasonably necessary to comply with

Lengths are in metres: (Sheet 30 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC 2017-78

this covenant. In carrying out the work under this clause, Council must, having regard to the nature and extent of the work to be carried out:

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

(b) as soon as practicable, repair damage which it causes to the Lot Burdened; and

(c) take all reasonable precautions to ensure that the Lot Burdened is disturbed as little as possible.

Council may recover from the Grantor, as a debt due and payable in a court of competent jurisdiction, any expense reasonably incurred in exercising its rights under this covenant and lodge a charge over the land in accordance with section 88F(4) of the Act.

19.6 Strata scheme

If any of the Lots Burdened are subdivided by Strata Plan, the burden of this covenant attaches to the common property for the strata scheme or development lot created on subdivision of the relevant Lot Burdened.

19.7 Exclusion

Clause 2.4 of this instrument does not apply to Council under this positive covenant.

19.8 Persons this covenant binds

This covenant binds all persons who claim under the Grantor and stipulated in section 88E(5) of the Act.

Name of Authority Empowered to Release Vary or Modify the covenant numbered 15 in the Plan

Bayside Council

Lengths are in metres:

(Sheet 31 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC 2017-78

BAYSIDE COUNCIL

I certify that I am an eligible witness and that **BAYSIDE COUNCIL** signed this dealing by its authorised delegate pursuant to section 377 Local Government Act 1993 in my presence:

Peter Ward
Signature of witness

PETER IVARD
Name of witness (block letters)

444 PRINCES HIGHWAY
Address of witness ROCKDALE

L. Mel
Signature of AUTHORISED DELEGATE

Luis Melim
Name of AUTHORISED DELEGATE (block letters)

SIGNED, SEALED AND DELIVERED by
as attorney for **DISCOVERY POINT NO. 1 PTY LIMITED ACN 093 909 758** under power of attorney registered book 4735 no 819 in the presence of:

Signature of witness

Todd Perry
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE STREET, MAROUBRA

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

Lengths are in metres:

(Sheet 32 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC 2017-78

SIGNED, SEALED AND DELIVERED by
as attorney for **DISCOVERY POINT NO. 2 PTY LIMITED ACN 097 478 776** under power of attorney registered book 4735 no. 819
in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE ST, MAROUBRA

.....
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

SIGNED, SEALED AND DELIVERED by
as attorney for **DISCOVERY POINT NO. 3A PTY LIMITED ACN 097 928 517** under power of attorney registered book 4735 no. 819
in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE ST, MAROUBRA

.....
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

Lengths are in metres: (Sheet 33 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC 2017-73

SIGNED, SEALED AND DELIVERED by
as attorney for **DISCOVERY POINT NO. 3B PTY LIMITED ACN 097 479 028** under power of attorney registered book 4735 no. 819
in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE ST, MAROUBRA

.....
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

SIGNED, SEALED AND DELIVERED by
as attorney for **DISCOVERY POINT NO. 4 PTY LIMITED ACN 097 497 082** under power of attorney registered book 4735 no. 819
in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE ST, MAROUBRA

.....
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

Lengths are in metres:

(Sheet 34 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC 2017-78

SIGNED, SEALED AND DELIVERED by as attorney for by **DISCOVERY POINT NO. 5 PTY LIMITED ACN 097 479 117** under power of attorney registered book 4735 no.819 in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE ST, MAROUBRA

.....
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

SIGNED, SEALED AND DELIVERED by as attorney for by **DISCOVERY POINT NO. 6 PTY LIMITED ACN 100 561 215** under power of attorney registered book 4735 no.819 in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE ST, MAROUBRA

.....
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

Lengths are in metres:

(Sheet 35 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC 2017-78

SIGNED, SEALED AND DELIVERED by
as attorney for by **DISCOVERY POINT NO. 7A PTY LIMITED ACN 102 478 348** under power of attorney registered book 4735 no.819 in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE ST, MAROUBRA

.....
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

SIGNED, SEALED AND DELIVERED by
as attorney for by **DISCOVERY POINT NO. 7B PTY LIMITED ACN 097 479 153** under power of attorney registered book 4735 no.819 in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE ST, MAROUBRA

.....
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

SIGNED, SEALED AND DELIVERED by
as attorney for by **DISCOVERY POINT NO. 8 PTY LIMITED ACN 100 971 266** under power of attorney registered book 4735 no.819 in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE ST, MAROUBRA

.....
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

Lengths are in metres:

(Sheet 36 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC 2017-78

SIGNED, SEALED AND DELIVERED by as attorney for by **DISCOVERY POINT NO. 9A PTY LIMITED ACN 102 882 306** under power of attorney registered book 4735 no. 819 in the presence of:

.....
Signature of witness

Todd Ferry.
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE ST, MAROUBRA

.....

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

SIGNED, SEALED AND DELIVERED by as attorney for by **DISCOVERY POINT NO. 9B PTY LIMITED ACN 097 479 180** under power of attorney registered book 4735 no. 819 in the presence of:

.....
Signature of witness

Todd Ferry
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE ST, MAROUBRA

.....

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

Lengths are in metres:

(Sheet 37 of 37 sheets)

Plan: DP1238769

Plan of Subdivision of Lot 557 DP 1192909 and Lot 709 in DP1214865 and Easements over Lot 605 in DP1192906

SUBDIVISION CERTIFICATE No: SC 2017-78

SIGNED, SEALED AND DELIVERED by as attorney for by **DISCOVERY POINT NO. 10 PTY LIMITED ACN 100 252 524** under power of attorney registered book 4735 no. 819 in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE ST, MAROUBRA

.....

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

EXECUTED BY DISCOVERY POINT DEVT PTY LIMITED ACN 151 464 176 in accordance with Section127(1) of the Corporations Act by authority of its directors:

MATTHEW ROBERT BAILEY
DIRECTOR

SIMON STUART DOVER HOWARD
DIRECTOR

.....

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

SIGNED, SEALED AND DELIVERED by as attorney for by **DISCOVERY POINT PTY LIMITED ACN 102 882 342** under power of attorney registered book 4735 no. 819 in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (block letters)

ADDRESS OF WITNESS:
4 SACKVILLE ST, MAROUBRA

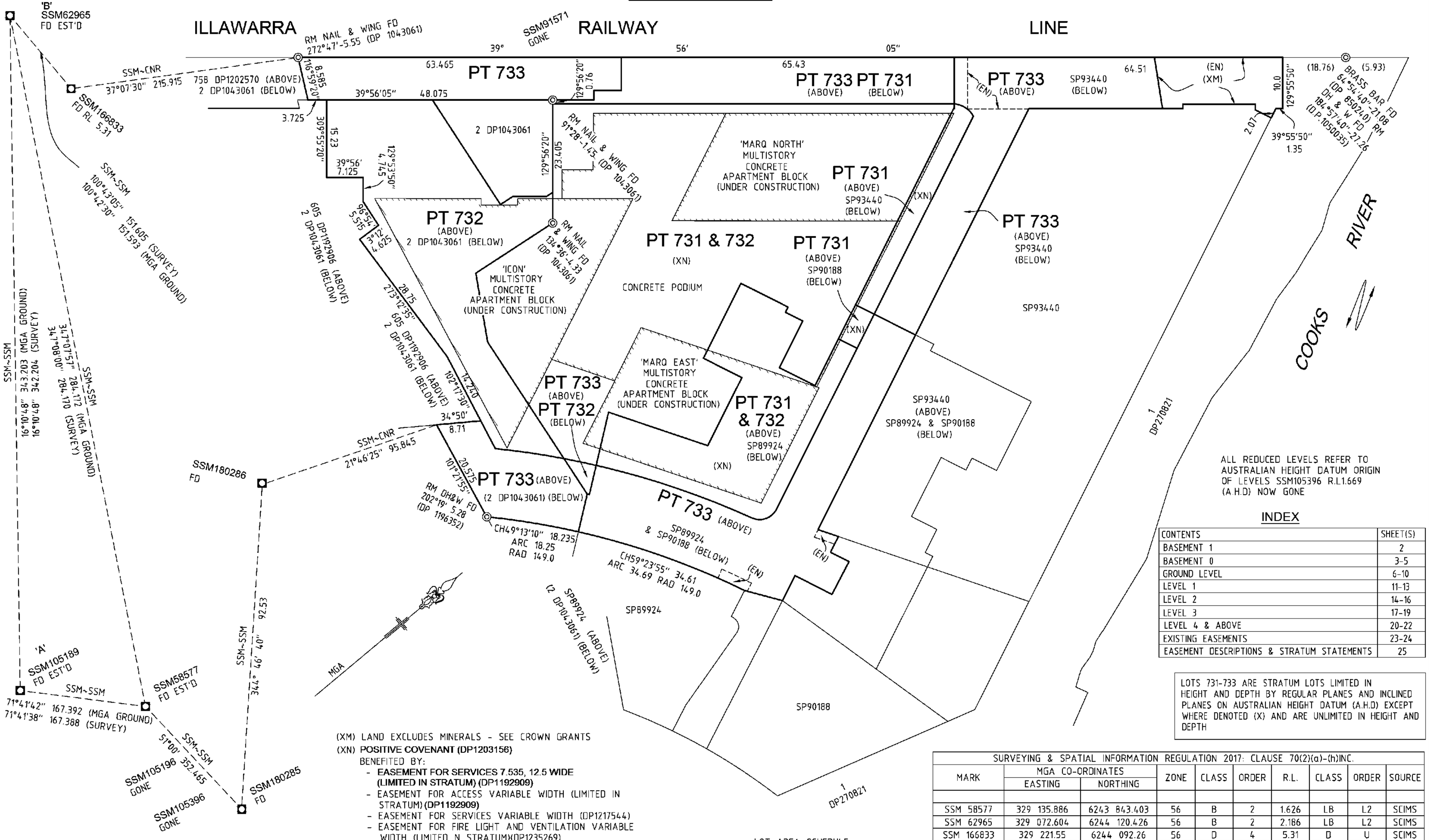
.....

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

REGISTERED 19.06.2018

29581233_7

LOCATION PLAN



(XM) LAND EXCLUDES MINERALS - SEE CROWN GRANTS

(XN) **POSITIVE COVENANT (DP1203156)**
BENEFITED BY:
- **EASEMENT FOR SERVICES 7.535, 12.5 WIDE (LIMITED IN STRATUM) (DP1192909)**
- EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) **(DP1192909)**
- EASEMENT FOR SERVICES VARIABLE WIDTH (DP1217544)
- EASEMENT FOR FIRE LIGHT AND VENTILATION VARIABLE WIDTH (LIMITED N STRATUM)(DP1235269)

(EN) BENEFITTED BY EASEMENT FOR ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH (DP1191045)

ALL REDUCED LEVELS REFER TO AUSTRALIAN HEIGHT DATUM ORIGIN OF LEVELS SSM105396 R.L.1.669 (A.H.D) NOW GONE

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

LOT AREA SCHEDULE

LOT NUMBER	NO. OF PARTS	TOTAL AREA
731	21	27721.2
732	67	15562.3
733	50	22409.4

SURVEYING & SPATIAL INFORMATION REGULATION 2017: CLAUSE 70(2)(a)-(h)INC.

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER	SOURCE
SSM 58577	329 135.886	6243 843.403	56	B	2	1.626	LB	L2	SCIMS
SSM 62965	329 072.604	6244 120.426	56	B	2	2.186	LB	L2	SCIMS
SSM 166833	329 221.55	6244 092.26	56	D	4	5.31	D	U	SCIMS
SSM 105189	328 976.972	6243 790.832	56	B	2	7.763	LB	L2	SCIMS
SSM 180285	329 413	6244 061	56	U	U	6	U	U	SCIMS
SSM 180286	329 389	6244 150	56	U	U	4	U	U	SCIMS

SOURCE: S.C.I.M.S. 8 NOV 2017 C.S.F: 0.999955

SURVEYOR
Name: MATTHEW GRAHAM SMITH
Date of Survey: 13/10/2017
Surveyor's Reference: 27000 182DP
[PPN DP1238769]
[2017M7100(1687) Additional Sheets]

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

LGA: BAYSIDE
Locality : WOLLI CREEK
Reduction Ratio 1: 500
Lengths are in metres.

Registered
19.06.2018

DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:1 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:2 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

BASEMENT 1

ILLAWARRA RAILWAY LINE

PT733 (513m²) (X)

PT732 (X) (27m²) (BN3)

PT732 (R1) (547.2m²) (AN5) (N4)(Q4)

PT732 (R1) (20.4m²) (AN5) (N4)(Q4)

PT732 (ABOVE)

PT733 (ABOVE)

PT731 (R1) (4177m²) (AN5) (N4)(Q4)

2 DP 1043061 (X)

SP93440 SP89924 SP90188

(AN1) (BN1) (AN2) (BN2)

MGA

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

IFW ~ INSIDE FACE OF CONCRETE BLOCK WALL
CC ~ CONCRETE COLUMN
CLC ~ CENTRELINE CONCRETE COLUMN
FCW ~ FACE OF CONCRETE WALL

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR
Name: MATTHEW GRAHAM SMITH
Date of Survey: 13/10/2017
Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

LGA: BAYSIDE
Locality : WOLLI CREEK
Reduction Ratio 1: 250
Lengths are in metres.

Registered 19.06.2018

DP1238769

BASEMENT 0

ILLAWARRA RAILWAY LINE

PT733 (513m²) (X)

PT733 R4 (617.5m²)

PT732 (X) (27m²) (BN3)

PT732 R2 (111.5m²) [RL4.7] (N4)(Q4) (AN5)

PT732 R2 (59.5m²) [RL4.7] (N4)(Q4) (AN5)

PT732 R2 (267.4m²) [RL4.7] (N4)(Q4) (AN5)

PT732 R2 (674.4m²) [RL4.7] (N4)(Q4) (AN5)

PT732 R2 (1.4m²) [RL4.7] (N4)(Q4) (AN5)

PT731 R2

PT731 R3

PT 733 R4

2 DP1043061

2 DP 1043061 (X)

SEE GROUND LEVEL FOR DETAIL SHEETS 6 - 10

ADJOINS

SHEET 4

SHEET 5

SEE SP89924 (BELOW)

SEE SP93440 (BELOW)

SHEETS 16 - 10

SP90188 (BELOW)

SP89924 (BELOW)

'SHORE' SP 93440 MULTI-STOREY APARTMENT BLOCK

MGA

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

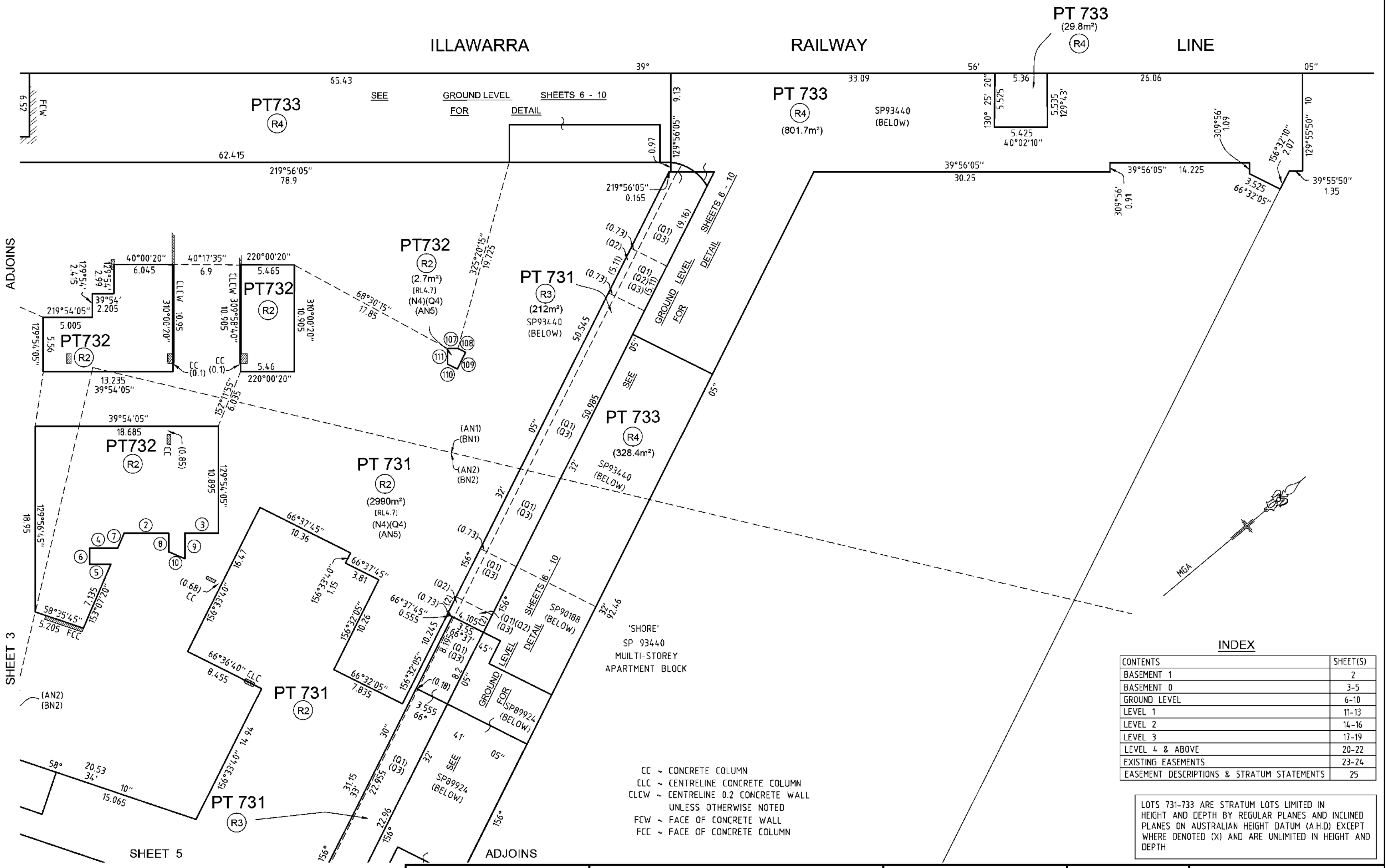
SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

CW ~ CONCRETE WALL
CC ~ CONCRETE COLUMN
CLC ~ CENTRELINE CONCRETE COLUMN
CLCW ~ CENTRELINE 0.2 CONCRETE WALL UNLESS OTHERWISE NOTED
FCW ~ FACE OF CONCRETE WALL
FCC ~ FACE OF CONCRETE COLUMN

SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: 250 Lengths are in metres.	Registered 19.06.2018	DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:3 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-26834

BASEMENT 0



INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

CC ~ CONCRETE COLUMN
CLC ~ CENTRELINE CONCRETE COLUMN
CLCW ~ CENTRELINE 0.2 CONCRETE WALL UNLESS OTHERWISE NOTED
FCW ~ FACE OF CONCRETE WALL
FCC ~ FACE OF CONCRETE COLUMN

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR
Name: MATTHEW GRAHAM SMITH
Date of Survey: 13/10/2017
Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

LGA: BAYSIDE
Locality : WOLLI CREEK
Reduction Ratio 1: 250
Lengths are in metres.

Registered 19.06.2018

DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:4 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

BASEMENT 0

SHEET 3 ADJOINS SHEET 4 ADJOINS

PT732 (R2)
PT731 (R2)
PT733 (R4)
PT731 (R3)
PT732 (R2) (23.7m²) [RL4.7] (N4)(Q4) (AN5)
PT731 (R2) (695.3m²) SP89924 (BELOW) [RL4.7] (N4)(Q4) (AN5)
PT731 (R3) (231.7m²) SP89924 (BELOW) (N4)(Q4) (AN5) SEE DIAGRAM 1
PT733 (R4) (344m²) (BN3)
PT733 (1015m²) (R4)
SP93440 (BELOW)
SP90188 (BELOW)
SP89924 (BELOW)
'SHORE' SP 93440 MUILTI-STOREY APARTMENT BLOCK
SP89924 "ARC" MUILTI-STOREY APARTMENT BLOCK
2 DP1043061
SEE SHEETS 6 - 10 FOR GROUND LEVEL DETAIL
SEE DIAGRAM 1
MGA

CW ~ CONCRETE WALL
CC ~ CONCRETE COLUMN
CLC ~ CENTRELINE CONCRETE COLUMN
FCW ~ FACE OF CONCRETE WALL
FCC ~ FACE OF CONCRETE COLUMN

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

DIAGRAM 1 1:100

SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: 250 Lengths are in metres.	Registered 19.06.2018	DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:5 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:6 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

GROUND LEVEL

ILLAWARRA RAILWAY LINE

RM NAIL & W FD 272°47'-5.55 (DP 1043061)

RM NAIL & W FD 199°15'-5.76 (DP 1043061)

RM NAIL & W FD 13°29'30"-7.01 (DP 1043061)

RM NAIL & W FD 134°36'-4.33 (DP 1043061)

PT758 DP1202570

PT605 DP1192906

PT732 (513m²) (X) (Q1) (Q3)

PT732 (184.3m²) (BN3)

PT732 (175.9m²) (BN3)

PT732 (54.2m²) (BN3)

PT732 (54.3m²) (BN3)

PT732 (60m²) (BN3)

PT732 (2.8m²) (BN3)

PT732 (X) (27m²) (BN3)

PT732 (433.9m²) (BN3)

PT732 (9m²) (BN3)

PT732 (9m²) (BN3)

PT732 (115.2m²) (BN3)

PT732 (9m²)

PT732 (617.5m²) [RL4.7] R4

PT732 (65.2m²) [RL7.7] (N4)(Q4) (AN5) R3

PT732 (117.7m²) [RL7.7] (N4)(Q4) (AN5) R3

PT732 (595.2m²) [RL7.7] (N4)(Q4) (AN5) R3

PT732 (345m²) [RL7.7] (N4)(Q4) (AN5) R3

PT732 (13.3m²) [RL7.7] (N4)(Q4) (AN5) R3

PT732 (13.2m²) [RL7.7] (N4)(Q4) (AN5) R3

PT731 (3676m²) [RL7.7] (N4)(Q4) (AN5) R3

PT731 R3

PT731 R3

PT 511 DP 1172312

2 DP 1043061 (X)

SEE DIAGRAM 2

SEE

CC ~ CONCRETE COLUMN
CLC ~ CENTRELINE CONCRETE COLUMN
FCW ~ FACE OF CONCRETE WALL
CBW ~ CONCRETE BLOCK WALL

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

DIAGRAM 2
1:150

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR
Name: MATTHEW GRAHAM SMITH
Date of Survey: 13/10/2017
Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

LGA: BAYSIDE
Locality : WOLLI CREEK
Reduction Ratio 1: 250
Lengths are in metres.

Registered 19.06.2018

DP1238769

GROUND LEVEL

ILLAWARRA RAILWAY LINE

PT733 (29.8m²) R4

PT733 (801.7m²) R4

PT732 R3

PT731 R3 (212m²) SP93440 (BELOW)

PT733 (328.4m²) R4

PT731 R3

PT732 R3

PT731 R3

PT733 R4

PT731 R3

PT733 R4

PT731 R3

PT731 R3

'SHORE' SP 93440 MULTI-STOREY APARTMENT BLOCK

SEE DIAGRAM

DIAGRAM

1:100

MGA

CC ~ CONCRETE COLUMN
CLC ~ CENTRELINE CONCRETE COLUMN
FCW ~ FACE OF CONCRETE WALL
CBW ~ CONCRETE BLOCK WALL

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR
Name: MATTHEW GRAHAM SMITH
Date of Survey: 13/10/2017
Surveyor's Reference: 27000 182DP
[PPN DP1238769]
[2017M7100(1687) Additional Sheets]

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

LGA: BAYSIDE
Locality : WOLLI CREEK
Reduction Ratio 1: 250
Lengths are in metres.

Registered 19.06.2018

DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:7 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:8 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

GROUND LEVEL

PT732 (X)
PT732 A19
PT732 A20
PT732 A21
PT732 A22
PT732 A24
PT732 A28
PT732 R3
PT732 A18 (9m²) (BN3)
PT732 R3 (195.6m²) [RL4.4] (BN3) 2 DP1043061 (BELOW)
PT732 R3 [RL7.7] (N4)(Q4) (AN5)
PT732 R3
PT731 R3
PT731 R3 (43m²) [RL4.4] (BN3) 2 DP1043061 (BELOW)
PT731 R3 (231.7m²) (N4)(Q4) (AN5)
PT733 (344m²) R4 [RL4.4]
PT 733 (1015m²) R4 [RL4.9]
PT 733 R4 [RL5.4]

PT605 DP1192906
PT605 DP1192906
PT 511 DP 1172312

RM NAIL & W FD 134°36'-4.33 (DP 1043061)
RM NAIL & W FD 13°29'30"-7.01 (DP 1043061)

CBW
CLC
(BN3)
(AN1) (BN1)
(AN2) (BN2)
(Q1) (Q3)
(Q2)
(Q1)(Q2) (Q3)
(Q5)

SEE DIAGRAM 3 SHEET 9
SEE DIAGRAM 4 SHEET 10

'SHORE' SP 93440 MUILTI-STOREY APARTMENT BLOCK

SP89924 "ARC" MUILTI-STOREY APARTMENT BLOCK

MGA

CC ~ CONCRETE COLUMN
CLC ~ CENTRELINE CONCRETE COLUMN
FCW ~ FACE OF CONCRETE WALL
CBW ~ CONCRETE BLOCK WALL

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: 250 Lengths are in metres.	Registered 19.06.2018	DP1238769

GROUND LEVEL

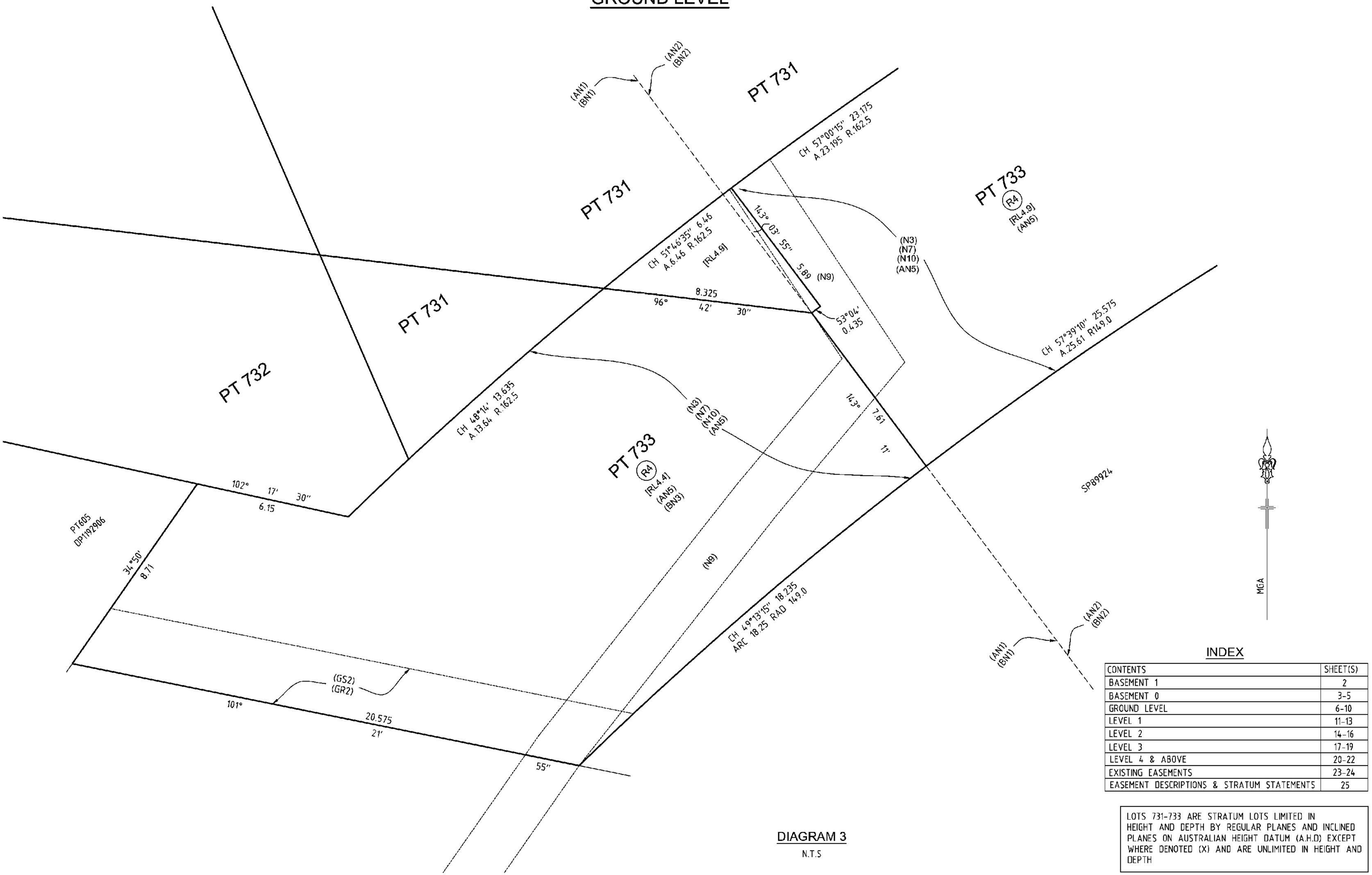


DIAGRAM 3
N.T.S

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: 100 Lengths are in metres.	Registered 19.06.2018	DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:9 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:10 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

GROUND LEVEL

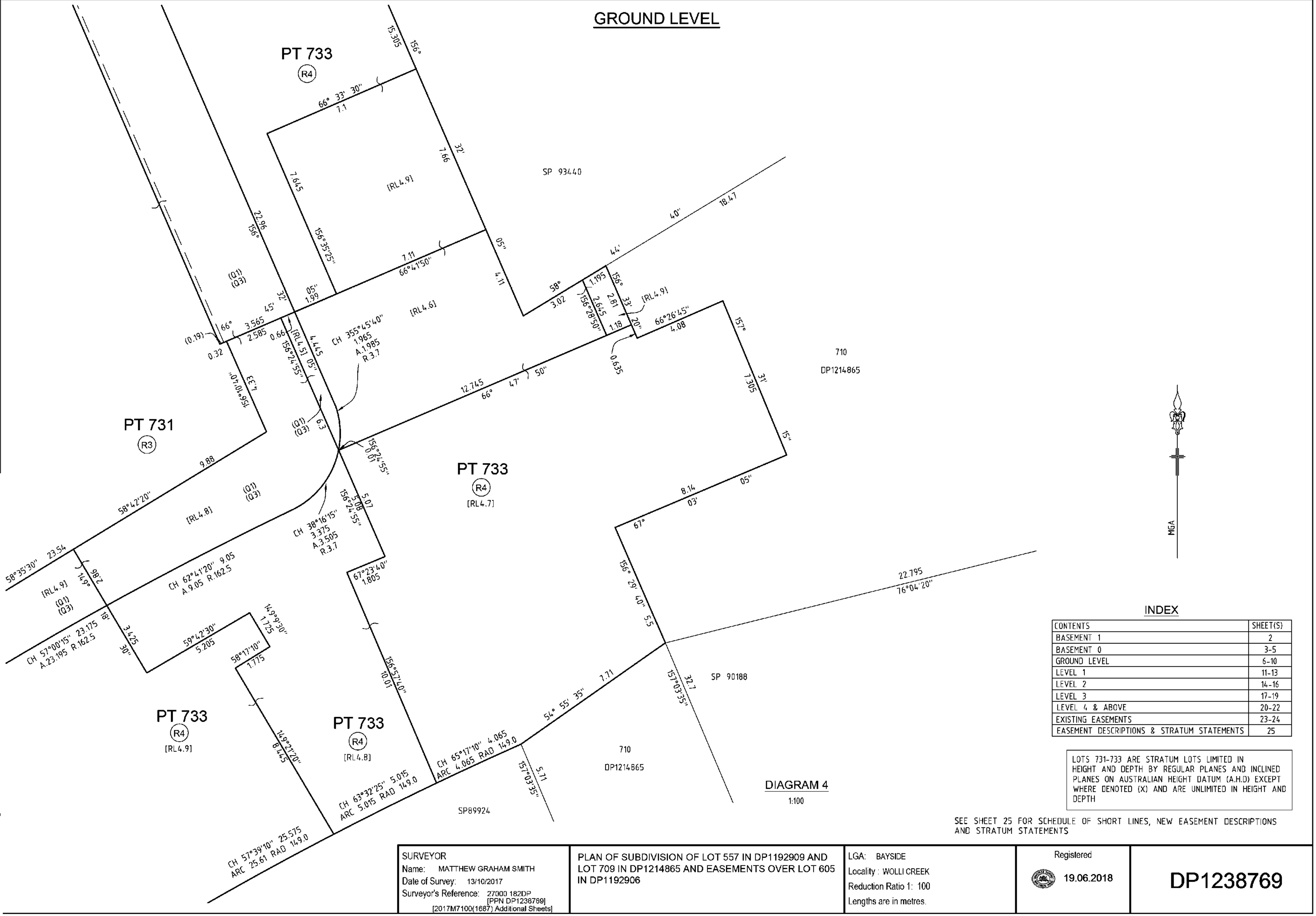


DIAGRAM 4
1:100

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: 100 Lengths are in metres.	Registered 19.06.2018	DP1238769

LEVEL 1

ILLAWARRA RAILWAY LINE

PT733 (513m²) (X)
PT733 (617.5m²) R4
PT732 (X) (27m²) (BN3)
PT732 R5 (1108m²) (BN3)
PT732 (224m²) [RL10.7] (N4) (Q4) (AN5) R6
PT732 R6 (607.9m²) [RL10.7] (N4) (Q4) (AN5)
PT732 R6 (213.9m²) [RL10.7] (N4) (Q4) (AN5)
PT 732 (48.8m²) [RL10.7] (N4) (Q4) (AN5) R6
PT732 R6 (195.6m²) [RL10.7] (BN3)
PT731 (BN3) R6
PT731 R6 (3977m²) [RL10.7] (N4) (Q4) (AN5)
PT732 R6 (185.7m²) [RL10.7] (N4) (Q4) (AN5)
PT733 (328.4m²) R4
PT 733

PT758 DP1202570
PT605 DP1192906
511 DP1172312
2 DP 1043061 (X)

SEE GROUND LEVEL FOR DETAIL SHEETS 6 - 10

SEE DIAGRAM 5 SHEET 12

'SHORE' SP 93440 MULTI-STOREY APARTMENT BLOCK

MGA

CC ~ CONCRETE COLUMN
CLC ~ CENTRELINE CONCRETE COLUMN
FBW ~ FACE OF BLOCK WALL
FCW ~ FACE OF CONCRETE WALL
FCC ~ FACE OF CONCRETE COLUMN

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR
Name: MATTHEW GRAHAM SMITH
Date of Survey: 13/10/2017
Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

LGA: BAYSIDE
Locality : WOLLI CREEK
Reduction Ratio 1: 250
Lengths are in metres.

Registered 19.06.2018

DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:11 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

LEVEL 1

ILLAWARRA RAILWAY LINE

PT 733 (29.8m²) R4

PT 733 (801.7m²) R4

PT733 R4

PT732 R6 (8m²) [RL10.7] (N4)(Q4) (AN5)

PT732 R6 (4.6m²) [RL10.7] (N4)(Q4) (AN5)

PT732 R6

PT 732

PT732 R6

PT731

SEE GROUND LEVEL FOR DETAIL SHEETS 6 - 10

SEE DIAGRAM 5 SHEET 12

SEE LEVEL FOR DETAIL SHEETS 6 - 10

SEE

'SHORE'
SP 93440
MULTI-STOREY
APARTMENT BLOCK

CC ~ CONCRETE COLUMN
CLC ~ CENTRELINE CONCRETE COLUMN
FBW ~ FACE OF BLOCK WALL

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

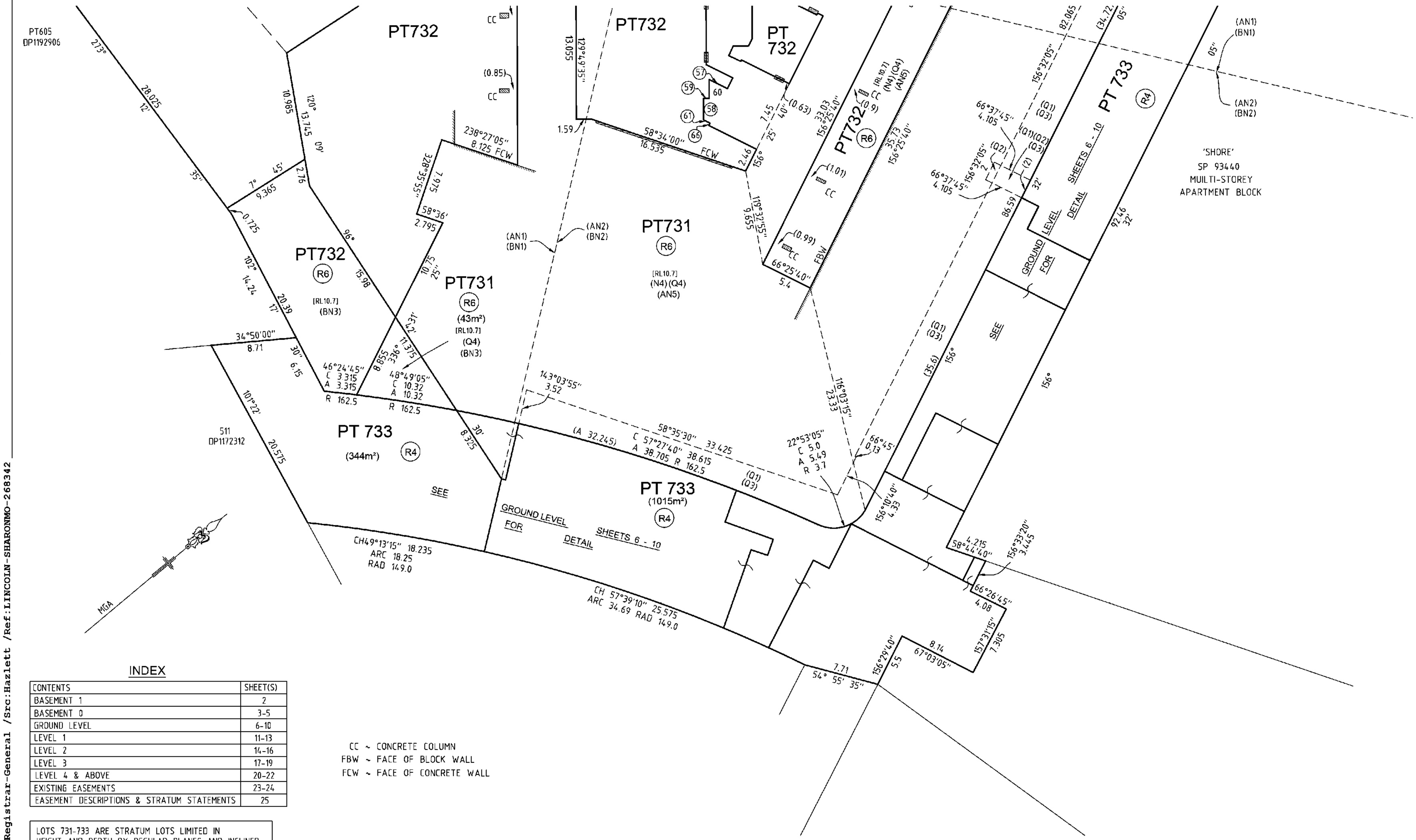
SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

DIAGRAM 5
1:100

SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: 250 Lengths are in metres.	Registered 19.06.2018	DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:12 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

LEVEL 1



INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

CC ~ CONCRETE COLUMN
FBW ~ FACE OF BLOCK WALL
FCW ~ FACE OF CONCRETE WALL

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: 250 Lengths are in metres.	Registered 19.06.2018	DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:13 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

LEVEL 2

ILLAWARRA RAILWAY LINE

PT758 DP1202570

PT733 (513m²) (X)

PT733 (617.5m²) R4

SEE GROUND LEVEL FOR DETAIL SHEETS 6 - 10

PT732 (X) (27m²) (BN3)

PT732 R5 (1108m²) (BN3)

2 DP 1043061 (X)

PT732 R7 (162.6m²) [RL13.7] (Q4) (AN5)

PT732 R7 (273.2m²) [RL13.7] (Q4) (AN5)

PT732 R7 (761.9m²) [RL13.7] (Q4) (AN5)

PT732 R7 (195.6m²) [RL13.7] (BN3)

PT732 R7 (13.2m²) [RL13.7] (Q4) (AN5)

PT731 R7 (43m²) [RL13.7] (Q4) (BN3)

PT731 R7 (4017m²) [RL13.7] (Q4) (AN5)

PT733 (328.4m²) R4

PT605 DP1192906

'SHORE' SP 93440 MULTI-STOREY APARTMENT BLOCK

CC ~ CONCRETE COLUMN
CLC ~ CENTRELINE CONCRETE COLUMN
FBW ~ FACE OF BLOCK WALL
FCW ~ FACE OF CONCRETE WALL

MGA

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR
Name: MATTHEW GRAHAM SMITH
Date of Survey: 13/10/2017
Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

LGA: BAYSIDE
Locality : WOLLI CREEK
Reduction Ratio 1: 250
Lengths are in metres.

Registered 19.06.2018

DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:14 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

LEVEL 2

ILLAWARRA RAILWAY LINE

PT733 (R4)

65.43

SEE GROUND LEVEL FOR DETAIL SHEETS 6 - 10

219°56'05" 78.9

PT733 (801.7m²) (R4)

39° 33.09

PT 733 (29.8m²) (R4)

56' 5.36

130° 25' 20" 5.525

5.535 129°43'

5.425 40°02'10"

05" 26.06

129°55'50" 10

309°56' 1.09

156°32'10" 2.07

39°55'50" 1.35

39°56'05" 30.25

39°56'05" 14.225

309°56' 0.91

3.525 66°32'05"

CH 73°04'45" 4.425 A4.59 R4.875

PT732 (R7) (33.1m²) [RL13.7] (Q4) (AN5)

358°35'40" 28.755

219°48'40" 9.4 FBW

PT732

8.255 (0.85) 129°50'00"

23.235

30°15'45" 5.12

66°08'40" 5.28

FBW

PT732 (R7) (8.1m²) [RL13.7] (Q4) (AN5)

160°25'40" 6.595

(0.3) 66°25'35" 5.51 CLC (0.66)

8.075 336°25'35"

336°25'35" 10.46

(0.66) 66°25'35" 5.51

118°36'35" 6.275

336°25'35" 2.43

66°25'35" 5.51

44°59'40" 13.78

PT732 (R7)

PT731 (R7)

PT 733 (R4)

05"

(AN1) (BN1)

(AN2) (BN2)

86.59

32"

32" 92.46

SHEETS 6 - 10

GROUND LEVEL FOR DETAIL

SEE

156°

156°

'SHORE' SP 93440 MUILTI-STOREY APARTMENT BLOCK

MGA

CC ~ CONCRETE COLUMN
CLC ~ CENTRELINE CONCRETE COLUMN
FBW ~ FACE OF BLOCK WALL

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

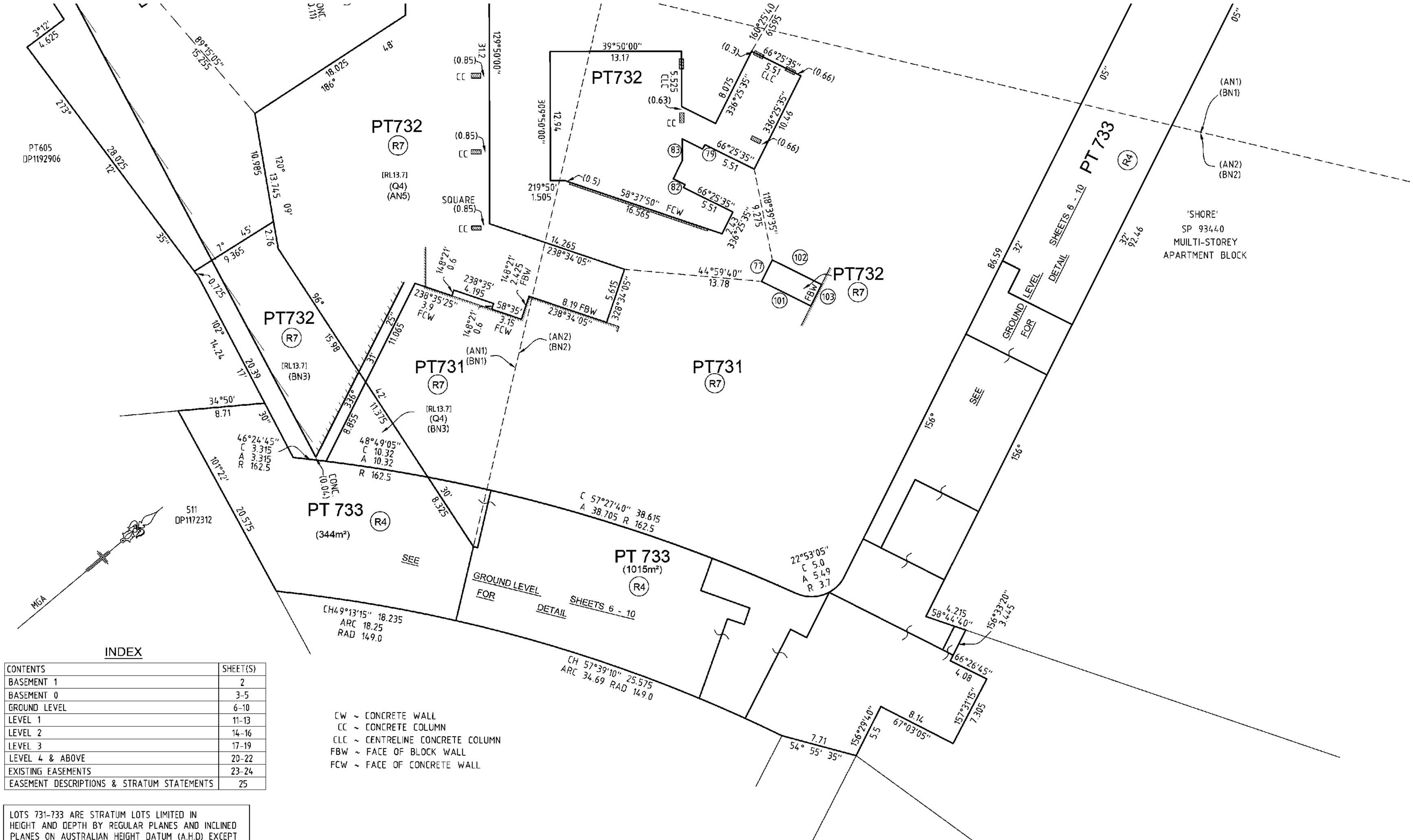
LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: 250 Lengths are in metres.	Registered 19.06.2018	DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:15 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

LEVEL 2



INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

CW ~ CONCRETE WALL
CC ~ CONCRETE COLUMN
CLC ~ CENTRELINE CONCRETE COLUMN
FBW ~ FACE OF BLOCK WALL
FCW ~ FACE OF CONCRETE WALL

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: 250 Lengths are in metres.	Registered 19.06.2018	DP1238769
Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]				

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:16 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:17 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

LEVEL 3

ILLAWARRA RAILWAY LINE

PT733 (513m²) (X)
PT733 (617.5m²) R4
PT732 (X) (27m²) (BN3)
PT732 R5 (1108m²) (BN3)
PT732 R8 (195.6m²) [RL16.7] (BN3)
PT732 R8 (2410m²) [RL16.7] (Q4) (AN5)
PT731 R8 (43m²) [RL16.7] (Q4) (BN3)
PT731 R8 (2.7m²) [RL16.7] (Q4) (AN5)
PT731 R8 (2854m²) [RL16.7] (Q4) (AN5)
PT731
PT733 R4
PT758 DP1202570
PT605 DP1192906
2 DP 1043061 (X)
SEE GROUND LEVEL SHEETS 6 - 10 FOR DETAIL
'SHORE' SP 93440 MUILTI-STOREY APARTMENT BLOCK
MGA
FBW ~ FACE OF BLOCK WALL
FCW ~ FACE OF CONCRETE WALL

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR
Name: MATTHEW GRAHAM SMITH
Date of Survey: 13/10/2017
Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

LGA: BAYSIDE
Locality : WOLLI CREEK
Reduction Ratio 1: 250
Lengths are in metres.

Registered 19.06.2018

DP1238769

LEVEL 3

ILLAWARRA RAILWAY LINE

PT733 (R4)

PT 733 (801.7m²) (R4)

PT 733 (29.8m²) (R4)

PT731 (R8) (2.7m²) [RL16.7] (Q4) (AN5)

PT 733 (328.4m²) (R4)

(AN1) (BN1)

(AN2) (BN2)

'SHORE' SP 93440 MUILTI-STOREY APARTMENT BLOCK

SEE GROUND LEVEL FOR SHEETS 6 - 10 FOR DETAIL

SEE LEVEL FOR SHEETS 6 - 10 FOR DETAIL

FBW ~ FACE OF BLOCK WALL

MGA

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR
Name: MATTHEW GRAHAM SMITH
Date of Survey: 13/10/2017
Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

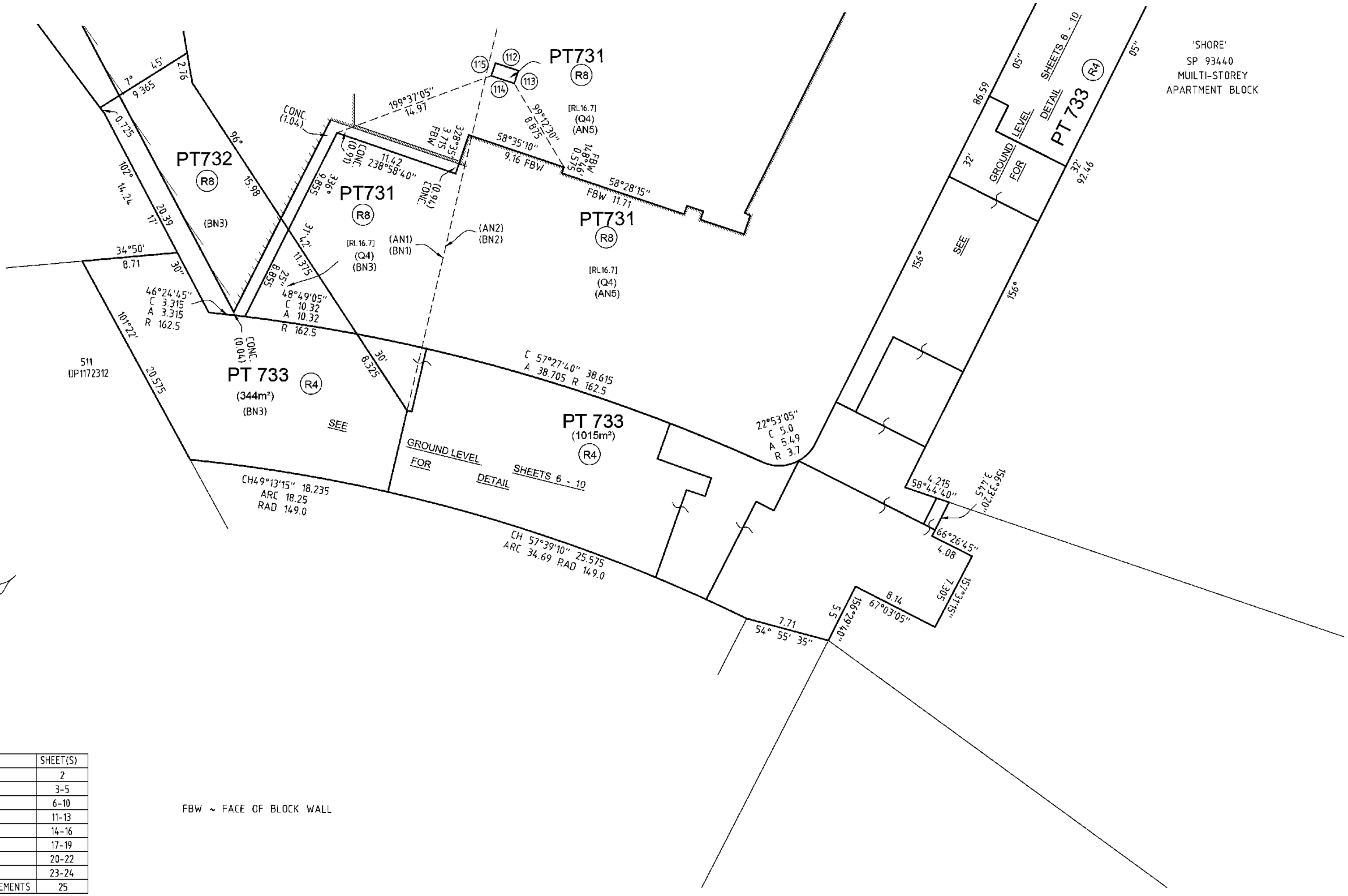
LGA: BAYSIDE
Locality : WOLLI CREEK
Reduction Ratio 1: 250
Lengths are in metres.

Registered 19.06.2018

DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:18 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

LEVEL 3



INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

FBW ~ FACE OF BLOCK WALL

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: 250 Lengths are in metres.	Registered 19.06.2018	DP1238769
Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]				

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:19 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

LEVEL 4 & ABOVE

ILLAWARRA RAILWAY LINE

PT733 (513m²) (X)

PT733 (617.5m²) R4

SEE GROUND LEVEL SHEETS 6 - 10 FOR DETAIL

PT758 DP1202570

PT732 (X) (27m²) (BN3)

PT732 R5 (1108m²) (BN3)

PT732 R9 (1011m²) [RL20.0] (AN5)

PT732 R9 (227.5m²) [RL20.0] (BN3)

PT731 R9 (4259m²) [RL20.0] (AN5)

PT731 R9

PT733 R4

PT605 DP1192906

'SHORE' SP 93440 MUILTI-STOREY APARTMENT BLOCK

MGA

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR
Name: MATTHEW GRAHAM SMITH
Date of Survey: 13/10/2017
Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

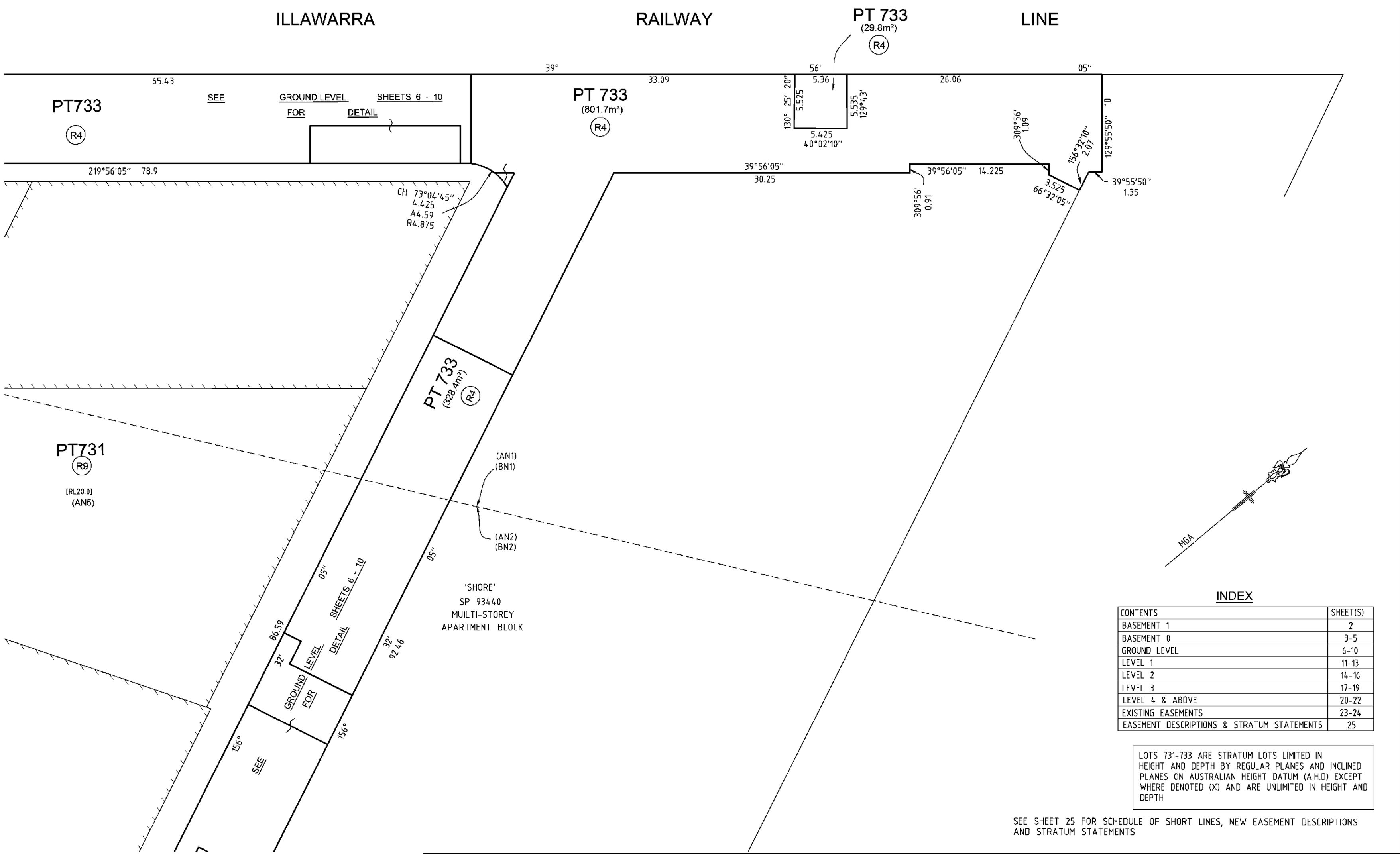
LGA: BAYSIDE
Locality : WOLLI CREEK
Reduction Ratio 1: 250
Lengths are in metres.

Registered 19.06.2018

DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:20 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

LEVEL 4 & ABOVE



INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

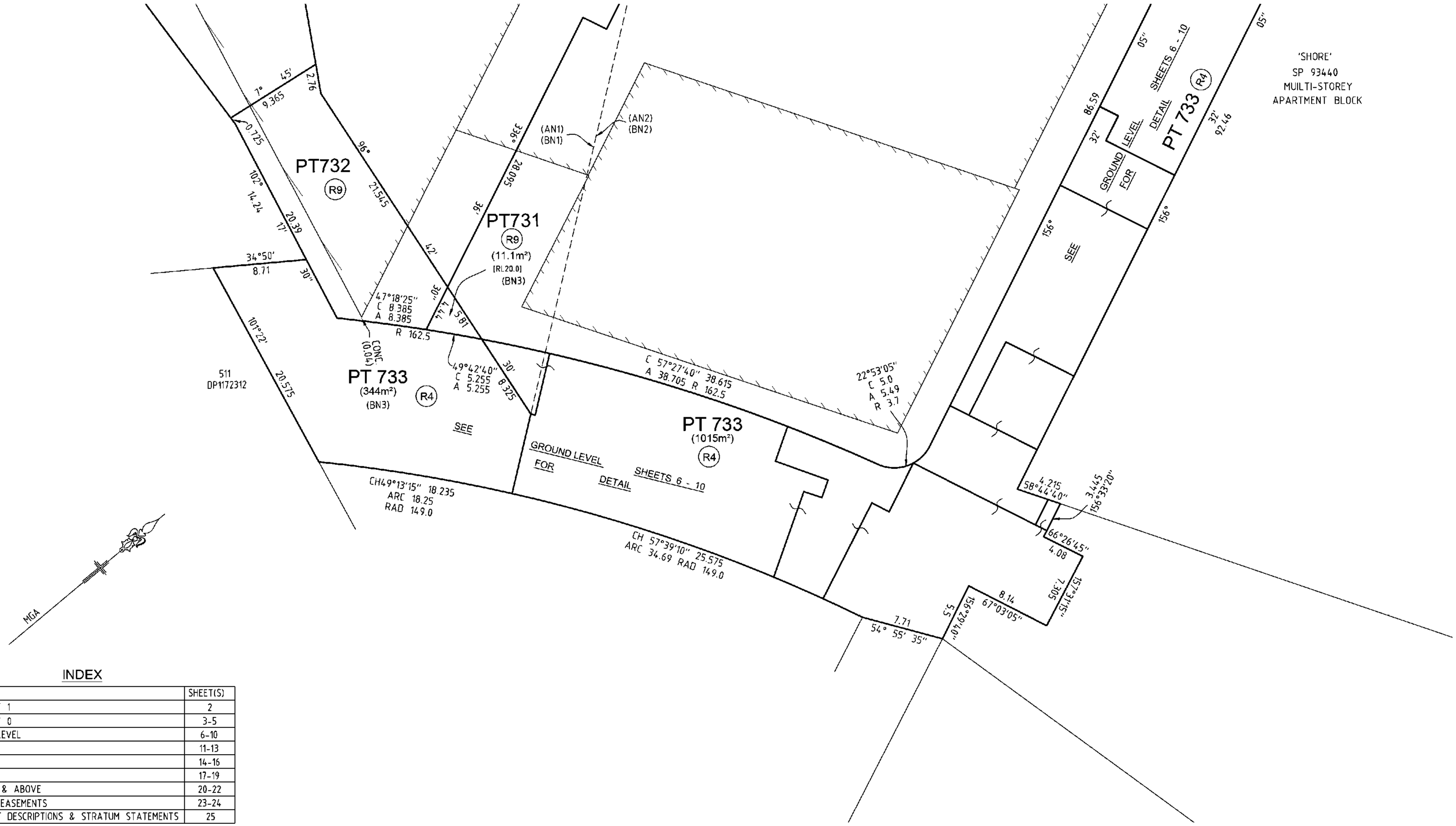
LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: 250 Lengths are in metres.	Registered 19.06.2018	DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:21 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

LEVEL 4 & ABOVE



INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: 250 Lengths are in metres.	Registered 19.06.2018	DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:22 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

EXISTING EASEMENTS

ILLAWARRA RAILWAY LINE

PT 733 (AN8)(AN9)
PT 733 (N4)(AN5) (AN9)
PT 733 (AN7) (M4)(N4) (AN9)
PT 733 (AN6)(AN7) (M4)(N4)
PT 733 (AN8)(AN9)
PT 733 (N3)(N7) (N10)(N13) (AN5)(AN8) (AN9)
PT 733 (AN8)(ABOVE RL5.4) (AN7)(BELOW RL5.4)
PT 731 & PT 732 (N4)(AN5)
PT 732
2 DP1043061 (BELOW)
605 DP1192906 (ABOVE)
2 DP1043061 (BELOW)
2 DP 1043061
PT 511 DP 1172312
"SHORE" MULTI-STOREY APARTMENT BLOCK (UNDER CONSTRUCTION)
SP93440
1 DP270821
SP89924 "ARC" MUILTI-STOREY APARTMENT BLOCK
SP90188 "WATERVUE" MUILTI-STOREY APARTMENT BLOCK
PT 710 DP1214865
COOKS RIVER
MGA

INDEX

CONTENTS	SHEET(S)
BASEMENT 1	2
BASEMENT 0	3-5
GROUND LEVEL	6-10
LEVEL 1	11-13
LEVEL 2	14-16
LEVEL 3	17-19
LEVEL 4 & ABOVE	20-22
EXISTING EASEMENTS	23-24
EASEMENT DESCRIPTIONS & STRATUM STATEMENTS	25

LOTS 731-733 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D) EXCEPT WHERE DENOTED (X) AND ARE UNLIMITED IN HEIGHT AND DEPTH

SEE SHEET 25 FOR SCHEDULE OF SHORT LINES, NEW EASEMENT DESCRIPTIONS AND STRATUM STATEMENTS

SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: 400 Lengths are in metres.	Registered 19.06.2018	DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:23 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

EXISTING EASEMENTS

EASEMENTS CREATED BY DP 1019205
(A) RESTRICTION ON THE USE OF LAND
(D) EASEMENT FOR SUPPORT OF SERVICES
(E) EASEMENT FOR NOISE AND VIBRATIONS
(F) EASEMENT FOR ELECTROLYSIS
(G) EASEMENT FOR EMISSION OF SMOKE
(J) RESTRICTION ON THE USE OF THE LAND

EASEMENTS CREATED BY DP 1043061
(BA) RESTRICTION ON THE USE OF LAND
(BB) RESTRICTION ON THE USE OF LAND
(BE) EASEMENT FOR SUPPORT OF SERVICES
(BF) EASEMENT FOR SUPPORT OF SERVICES
(BG) EASEMENT FOR NOISE AND VIBRATIONS
(BH) EASEMENT FOR NOISE AND VIBRATIONS
(BI) EASEMENT FOR ELECTROLYSIS
(BJ) EASEMENT FOR ELECTROLYSIS
(BK) EASEMENT FOR EMISSION OF SMOKE
(BL) EASEMENT FOR EMISSION OF SMOKE
(BM) EASEMENT FOR EARTH BUND VARIABLE WIDTH
(BN) RESTRICTION ON USE OF LAND
(BO) EASEMENT FOR EMERGENCY EGRESS)
(BP) RESTRICTION ON THE USE OF LAND
(BQ) EASEMENT FOR USE OF EMERGENCY VEHICLE CORRIDOR 5 WIDE & VARIABLE
(BR) EASEMENT FOR SUPPORT OF SERVICES
(CC) EASEMENT FOR VENTILATION
(CG) EASEMENT FOR SERVICES (CHAMBERS & CABLES) VARIABLE WIDTH
(CJ) EASEMENT FOR PERSONAL ACCESS 1 WIDE
(DA) EASEMENT FOR EARTH BUND VARIABLE WIDTH
(DB) RESTRICTION ON THE USE OF LAND
(DC) RESTRICTION ON THE USE OF LAND
(DD) EASEMENT FOR USE OF EMERGENCY VEHICLE CORRIDOR 5 WIDE & VARIABLE
(DE) EASEMENT FOR SUPPORT OF SERVICES
(DH) EASEMENT FOR VENTILATION
(DK) EASEMENT FOR SERVICES (CHAMBERS & CABLES) VARIABLE WIDTH
(DL) EASEMENT FOR PERSONAL ACCESS 1 WIDE
(DM) RESTRICTION ON USE OF LAND

EASEMENTS CREATED BY DP 1050035
(L) EASEMENT FOR TELECOMMUNICATION CABLES & CONDUITS 3 WIDE

(RE) AFFECTED BY RESTRICTIONS ON USE OF LAND
(9232492, 9232493, 9232494, 9232495, 9232496, 9232497)

EASEMENTS CREATED BY DP1192909
(N1) EASEMENT FOR ACCESS (TEMPORARY VEHICULAR USE) 6 WIDE AND VARIABLE WIDTH
(N3) EASEMENT FOR SERVICES 7.535 AND 12.5 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM
(N4) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM
(N7) EASEMENT FOR PUBLIC ACCESS 7.535 AND 12.5 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM
(N8) EASEMENT FOR PUBLIC ACCESS 0.7 AND 0.8 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM
(N9) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 AND 3.3 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM
(N10) RIGHT OF CARRIAGEWAY 13.5 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM

EASEMENTS CREATED BY DP 1196352
(GR2) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE LIMITED IN STRATUM
(GS2) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH LIMITED IN STRATUM

EASEMENTS CREATED BY DP 1192693
(M4) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM

EASEMENTS CREATED BY DP 1216129
(BU1) EASEMENT FOR ACCESS INCLUDING HEAVY VEHICLE ACCESS 3.835, 5.365, 6.39, 6.6, 8.365, 8.65 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM
(DF1) EASEMENT FOR ACCESS INCLUDING HEAVY VEHICLE ACCESS 3.835, 5.365, 6.39, 6.6, 8.365, 8.65 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM
(CA2) EASEMENT FOR DRAINAGE 2 AND 3 WIDE LIMITED IN STRATUM

EASEMENTS CREATED BY DP 1203156
(N12) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE LIMITED IN STRATUM
(N13) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 13.5 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM

EASEMENTS CREATED BY DP 1219922
(W1) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE LIMITED IN STRATUM
(W2) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH LIMITED IN STRATUM

EASEMENTS CREATED BY DP 1217544
(P1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM
(P3) EASEMENT FOR SERVICES VARIABLE WIDTH LIMITED IN STRATUM

EASEMENTS CREATED BY DP 1219228
(P4) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 AND 5 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM
(P5) RIGHT OF CARRIAGEWAY 2, 9.1 AND 13.5 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM
(OH1) EASEMENT FOR OVERHANG 0.85 WIDE LIMITED IN STRATUM

(AN1) DENOTES BENEFITED BY:
(BC) EASEMENT FOR SUPPORT (D.P1043061)
(BD) EASEMENT FOR SERVICES (D.P1043061)
(BS) EASEMENT FOR SUPPORT (D.P1043061)
(BV) EASEMENT FOR ACCESS INCLUDING HEAVY VEHICLE ACCESS VARIABLE WIDTH (D.P1043061)
(CH) EASEMENT FOR MUTUAL SUPPORT 0.4 WIDE (D.P1043061)
(CI) EASEMENT FOR SUPPORT WALL AND FOOTINGS 0.3, 0.45, 0.6, 0.975, 1.3, 1.5 AND 2.45 WIDE (DP.1043061)
(CF) EASEMENT FOR SUPPORT STRUCTURES VARIABLE WIDTH (D.P1043061)

(AN2) DENOTES BENEFITED BY:
(B) EASEMENT FOR SUPPORT (D.P1019205)
(C) EASEMENT FOR SERVICES LIMITED IN STRATUM (D.P1019205)

(AN5) DENOTES:

BENEFITTED BY:
- EASEMENT FOR SUPPORT OF STRUCTURAL BEAMS VARIABLE WIDTH LIMITED IN STRATUM (DP1151381)
- EASEMENT FOR SUPPORT OF STRUCTURAL PILES 2 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (DP1151381)
- EASEMENT FOR SERVICES VARIABLE WIDTH LIMITED IN STRATUM (DP1161708)
- EASEMENT FOR CONSTRUCTION ACCESS AND SERVICES (DP1172312)
- EASEMENT FOR SUPPORT AND SHELTER (DP1172312)
- EASEMENT FOR SERVICES (DP1172312)
- EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1161708)
- EASEMENT FOR DRAINAGE VARIABLE WIDTH (DP1191045)
- EASEMENT FOR SERVICES (DP1191045)

AFFECTED BY:
- POSITIVE COVENANT (NUMBERED 17) (DP1084509)

(AN6) DENOTES THAT PART OF LOTS 733 PREVIOUSLY PART OF LOT 13 IN DP1062413 AND IS:

BENEFITED BY:
- EASEMENT FOR IRRIGATION TANK VARIABLE WIDTH LIMITED IN STRATUM (DP1084509)
- EASEMENT FOR SHARED HYDRAULIC, FIRE & COMMUNICATION SERVICES OVER EXISTING SERVICE LINES (DP1084509)
- EASEMENT FOR HYDRAULIC, FIRE & COMMUNICATIONS SERVICES PLANT VARIABLE WIDTH LIMITED IN STRATUM (DP1084509)
- RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (DP1084509)
- EASEMENT FOR ACCESS AND CONSTRUCTION AND SPECIFIED SERVICES (DP1084509)

(BN1) DENOTES AFFECTED BY FOLLOWING EASEMENTS:
(BG),(BH),(BI),(BJ),(BK),(BL),(BO)
AND FOLLOWING RESTRICTIONS ON THE USE OF LAND:
(BA),(BB),(BN),(BP),(DB),(DC),(DM) & (RE)

(BN2) DENOTES AFFECTED BY FOLLOWING EASEMENTS:
(G),(D),(E) AND (F)
AND FOLLOWING RESTRICTIONS ON THE USE OF LAND:
(A) (J)

(BN3) DENOTES AFFECTED BY FOLLOWING EASEMENTS:
(BE),(BF),(BG),(BH),(BI),(BJ),(BK),(BL),(BO),(BR),(CC),(DE) & (DH)
AND FOLLOWING RESTRICTIONS ON THE USE OF LAND:
(BA),(BB),(BN),(BP),(DB),(DC),(DM) & (RE)

(AN7) DENOTES THAT PART OF LOTS 733 PREVIOUSLY PART OF LOT 701 IN DP1192693 AND IS:

BURDENED BY:
- EASEMENT FOR SUPPORT AND SHELTER (DP1192693)
- EASEMENT FOR SERVICES (DP1192693)
- EASEMENT FOR ACCESS, CONSTRUCTION AND SPECIFIED SERVICES (DP1192693)
- EASEMENT FOR ACCESS TO SHARED FACILITIES (DP1192693)
- EASEMENT TO USE FIRE STAIRS (DP1192693)

BENEFITED BY:
- EASEMENT FOR SUPPORT AND SHELTER (DP1192693)
- EASEMENT FOR SERVICES (DP1192693)
- EASEMENT FOR ACCESS, CONSTRUCTION AND SPECIFIED SERVICES (DP1192693)
- EASEMENT FOR ACCESS TO SHARED FACILITIES (DP1192693)
- EASEMENT TO USE FIRE STAIRS (DP1192693)
- EASEMENT FOR SERVICES 7.535 AND 12.5 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (DP1192909)
- EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1192909)
- EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1192693)
- EASEMENT FOR PUBLIC ACCESS AND VISITOR PARKING 53.585 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (DP1192906)
- EASEMENT FOR ACCESS, CONSTRUCTION AND SERVICES (DP270821)
- EASEMENT FOR OVERHANG 2 WIDE AND VARIABLE (DP1191045)

(AN8) DENOTES THAT PART OF LOTS 731 AND 733 PREVIOUSLY PART OF LOT 699 IN DP1192693 AND IS:

BURDENED BY:
- POSITIVE COVENANT (DP1196352)
- POSITIVE COVENANT (ROAD RESERVE MAINTENANCE SPECIFICATION) (DP1192909)
- POSITIVE COVENANT (MAINTENANCE OF FOOTPATH, DRAINAGE, PLAZA) (DP1192909)
- POSITIVE COVENANT (MAINTENANCE OF STORMWATER PIPES, CULVERTS) (DP1192909)
- POSITIVE COVENANT (MAINTENANCE OF THE STORMWATER SYSTEM AND OVERLAND FLOW) (DP1192909)
- POSITIVE COVENANT (DP1203156)

(AN9) DENOTES THAT PART OF LOTS 731 & 733 PREVIOUSLY PART OF LOT 709 IN DP1214865 AND IS:

BURDENED BY:
- EASEMENT FOR SUPPORT AND SHELTER (DP1217544)
- EASEMENT FOR SERVICES (DP1217544)
- POSITIVE COVENANT (MAINTENANCE OF FOOTPATH, DRAINAGE, PLAZA) (DP1217544)
- POSITIVE COVENANT (MAINTENANCE OF STORMWATER PIPES, CULVERTS) (DP1217544)
- POSITIVE COVENANT (MAINTENANCE OF THE STORMWATER SYSTEM AND OVERLAND FLOW) (DP1217544)

BENEFITED BY:
- EASEMENT FOR SUPPORT AND SHELTER (DP1217544)
- EASEMENT FOR SERVICES (DP1217544)

(AN10) DENOTES THAT PART OF LOT 733 PREVIOUSLY PART OF LOT 557 IN DP1192909 AND IS:

BURDENED BY:
- POSITIVE COVENANT (DP1203156)

BENEFITED BY:
- EASEMENT FOR FIRE, LIGHT AND VENTILATION VARIABLE WIDTH LIMITED IN STRATUM (DP1235269)
- EASEMENT FOR SERVICES VARIABLE WIDTH LIMITED IN STRATUM (P3) (DP1217544)

EXISTING EASEMENTS AFFECTING WHOLE OF LOTS 731-733:

- EASEMENT FOR SUPPORT AND SHELTER (DP1192909)
- EASEMENT FOR SERVICES (DP1192909)
- EASEMENT FOR ACCESS CONSTRUCTION AND SPECIFIED SERVICES (DP1192909)
- EASEMENT FOR ACCESS TO SHARED FACILITIES (DP1192909)
- EASEMENT TO USE FIRE STAIRS (DP1192909)
- POSITIVE COVENANT (DP1219922)

SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: Lengths are in metres.	Registered 19.06.2018	DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:24 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

STRATUM STATEMENTS, NEW EASEMENTS & SHORT LINE SCHEDULE

STRATUM STATEMENTS:

(X) UNLIMITED IN DEPTH AND IN HEIGHT

(R1) UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER STRATUM OF THE LOTS ABOVE ON BASEMENT LEVEL 0, SHEETS 3-5.

(R2) LIMITED IN DEPTH TO RL'S SHOWN [RL] ON BASEMENT LEVEL 0, SHEETS 3-5 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OF THE LOTS ABOVE ON GROUND LEVEL, SHEETS 6-10.

(R3) LIMITED IN DEPTH TO RL'S SHOWN [RL] ON GROUND LEVEL, SHEETS 6-10 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OF THE LOTS ABOVE ON LEVEL 1, SHEETS 11-13.

(R4) LIMITED IN DEPTH TO RL'S SHOWN [RL] ON GROUND LEVEL, SHEETS 6-10 AND UNLIMITED IN HEIGHT.

(R5) LIMITED IN DEPTH AS SHOWN ON GROUND LEVEL, SHEETS 6-10 (STRATUM STATEMENTS A18-28) AND UNLIMITED IN HEIGHT.

(R6) LIMITED IN DEPTH TO RL'S SHOWN [RL] ON LEVEL 1, SHEETS 11-13 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OF THE LOTS ABOVE ON LEVEL 2, SHEETS 14-16.

(R7) LIMITED IN DEPTH TO RL'S SHOWN [RL] ON LEVEL 2, SHEETS 14-16 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OF THE LOTS ABOVE ON LEVEL 3, SHEETS 17-19

(R8) LIMITED IN DEPTH TO RL'S SHOWN [RL] ON LEVEL 3, SHEETS 17-19 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OF THE LOTS ABOVE ON LEVEL 4, SHEETS 20-22

(R9) LIMITED IN DEPTH TO RL'S SHOWN [RL] ON LEVEL 4, SHEETS 20-22 AND UNLIMITED IN HEIGHT

(A18) LIMITED IN DEPTH TO RL 5.8 & UNLIMITED IN HEIGHT

(A19) LIMITED IN DEPTH TO RL 6.1 & UNLIMITED IN HEIGHT

(A20) LIMITED IN DEPTH TO RL 6.1 & UNLIMITED IN HEIGHT

(A21) LIMITED IN DEPTH TO RL 5.6 & UNLIMITED IN HEIGHT

(A22) LIMITED IN DEPTH TO RL 4.2 & UNLIMITED IN HEIGHT

(A23) LIMITED IN DEPTH TO RL 11.0 & UNLIMITED IN HEIGHT

(A24) LIMITED IN DEPTH TO RL 7.3 & UNLIMITED IN HEIGHT

(A25) LIMITED IN DEPTH TO RL 10.0 & UNLIMITED IN HEIGHT

(A26) LIMITED IN DEPTH TO INCLINED PLANES DENOTED BY RL'S SHOWN [RL] ON GROUND LEVEL SHEETS 6-10 AND UNLIMITED IN HEIGHT

(A27) LIMITED IN DEPTH TO INCLINED PLANES DENOTED BY RL'S SHOWN [RL] ON GROUND LEVEL SHEETS 6-10 AND UNLIMITED IN HEIGHT

(A28) LIMITED IN DEPTH TO RL 5.5 & UNLIMITED IN HEIGHT

SCHEDULE of LINES

No	Bearing	Distance
1	40°10'55"	2.13
2	39°54'05"	4.525
3	39°54'05"	3.41
4	39°54'05"	2.855
5	39°54'05"	2.165
6	129°54'05"	1.61
7	153°07'20"	1.7
8	129°54'05"	1.92
9	129°54'05"	2.63
10	243°07'20"	1.805
11	6°54'	3.005
12	96°54'	5.745
13	276°54'	5.905
14	6°54'	4.945
15	276°53'	3
16	6°53'	3
17	96°53'	3
18	186°53'	3
19	186°48'	4.275
20	276°53'	3
21	6°53'	3
22	96°53'	3
23	186°53'	3
24	6°54'	1.37
25	6°53'	3
26	96°53'	3
27	186°53'	3
28	276°53'	3
29	114°48'30"	4.375
30	96°54'	1.5
31	129°59'55"	5.485
32	39°53'10"	3.145
33	130°08'10"	3.84
34	40°20'50"	1.255
35	310°20'50"	0.765
36	39°55'25"	3.3
37	309°59'55"	0.91
38	39°59'55"	2.065
39	219°56'20"	2.28
40	129°56'20"	2.73
41	219°56'20"	0.6
42	336°32'	1.67
43	129°56'20"	2.785
44	219°56'15"	1.3
45	39°56'30"	3.58
46	39°56'30"	5
47	129°56'30"	2.4
48	129°56'30"	2.75
49	156°35'15"	2.4
50	246°35'15"	5.485
51	246°35'15"	5.485
52	156°39'00"	2.4
53	39°50'55"	1.68
54	246°25'15"	5.485
55	309°50'55"	4.865
56	66°08'55"	0.625
57	246°31'55"	2.05
58	309°56'20"	2.175
59	39°56'20"	0.585
60	309°56'20"	1.92
61	66°31'55"	0.75
62	156°25'40"	7.735
63	156°25'40"	0.81
64	156°25'40"	0.155
65	156°25'40"	1.235
66	156°25'40"	0.3
67	246°25'40"	5.43
68	58°37'	1.145
69	148°37'	1.255
70	39°56'30"	1.42
71	156°25'35"	1.42
72	129°56'50"	0.37
73	66°25'40"	2.985
74	219°56'20"	1.555
75	154°56'20"	1.12
76	64°56'20"	1.36
77	336°25'35"	2.4
78	336°25'35"	0.33
79	336°25'30"	0.5
80	336°25'35"	2.07
81	66°25'35"	2.26
82	66°25'35"	1.31
83	309°51'40"	2.125
84	39°50'00"	5.165
85	129°50'00"	4.655
86	219°30'45"	3.795
87	129°50'00"	1.335
88	219°50'00"	1.565
89	129°50'00"	5.995
90	219°47'05"	1.94
91	40°59'30"	1
92	219°50'00"	2.105
93	219°50'00"	0.815
94	310°32'55"	0.94
95	336°05'20"	1.405
96	309°50'00"	1.76
97	129°50'00"	1.935
98	39°44'15"	2.9
99	156°31'40"	1.68
100	219°50'00"	2.81
101	246°25'35"	5.5
102	246°25'35"	5.5
103	156°25'35"	2.4
104	155°44'35"	0.2
105	58°37'	1.145
106	148°37'	1.255
107	39°56'20"	1.045
108	66°31'	0.88
109	156°32'20"	1.9
110	246°32'20"	1.095
111	309°56'20"	1.605
112	58°32'	2.205
113	148°32'	1.22
114	58°32'	2.205
115	148°32'	1.22
116	309°56'	0.35
117	220°10'50"	5.515
118	130°10'55"	10.895
119	130°10'50"	5.4
120	40°10'50"	5.225
121	40°10'55"	0.29
122	130°10'50"	1.23
123	130°10'50"	1.125
124	130°10'55"	3.14
125	220°10'50"	2.13
126	220°09'55"	6.19

NEW EASEMENTS:

EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS)

EASEMENT FOR SERVICES (WHOLE OF LOTS)

EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS)

RIGHT TO USE FIRE STAIRS AND EGRESS (WHOLE OF LOTS)

EASEMENT FOR CONSTRUCTION ACCESS (WHOLE OF LOTS)

(Q1) EASEMENT FOR SERVICES VARIABLE WIDTH LIMITED IN DEPTH TO THE LOWER STRATUM OF LOTS 731 & 733 ON GROUND LEVEL AND IN HEIGHT TO RL12.0

(Q2) EASEMENT FOR WATER SUPPLY PURPOSES 2 AND 5.11 WIDE LIMITED IN DEPTH TO THE LOWER STRATUM OF LOTS 731 ON GROUND LEVEL AND IN HEIGHT TO RL12.0

(Q3) EASEMENT FOR PUBLIC ACCESS 3.375, 8.365 WIDE AND VARIABLE WIDTH LIMITED IN DEPTH TO THE LOWER STRATUM OF LOTS 731 & 733 ON GROUND LEVEL AND IN HEIGHT TO RL12.0

(Q4) EASEMENT FOR ACCESS VARIABLE WIDTH UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL19.1

(Q5) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL'S SHOWN [RL] AND LIMITED IN HEIGHT TO RL10.5

RESTRICTION ON THE USE OF LAND

POSITIVE COVENANT (ROAD INFRASTRUCTURE)

POSITIVE COVENANT (MAINTENANCE OF THE STORMWATER SYSTEM AND OVERLAND FLOW)

POSITIVE COVENANT (MAINTENANCE OF STORMWATER PIPES AND CULVERTS)

POSITIVE COVENANT (MAINTENANCE OF FOOTPATH DRAINAGE, PLAZA)

SURVEYOR Name: MATTHEW GRAHAM SMITH Date of Survey: 13/10/2017 Surveyor's Reference: 27000 182DP [PPN DP1238769] [2017M7100(1687) Additional Sheets]	PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906	LGA: BAYSIDE Locality : WOLLI CREEK Reduction Ratio 1: Lengths are in metres.	Registered 19.06.2018	DP1238769

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:25 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:26 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

PLAN FORM 6 (2017)	**DEPOSITED PLAN ADMINISTRATION SHEET**	Sheet 1 of 10 sheet(s)

Office Use Only

Registered: 19.06.2018

Title System: TORRENS

Office Use Only

DP1238769

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

LGA: BAYSIDE

Locality: WOLLI CREEK

Parish: ST GEORGE

County: CUMBERLAND

Survey Certificate

I, MATTHEW GRAHAM SMITH

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 13/10/2017, 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: 'A' – 'B'

Type: *Urban/~~*Rural~~

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

Signature: ..... Dated: 5-12-17

Surveyor Identification No: 8650
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, Luis Melim

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

Signature: .....

Accreditation number: .....

Consent Authority: BAYSIDE COUNCIL

Date of endorsement: 15-02-2018

Subdivision Certificate number: SC 2017-78

File number: DA 2015-373

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP1192909

DP1217544

DP1214865

DP1219922

DP1216129

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

Surveyor's Reference: 27000 182DP

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

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:27 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 10 sheet(s)

Office Use Only

Registered: 19.06.2018

Office Use Only

DP1238769

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

Subdivision Certificate number: SC 2017-78

Date of Endorsement: 15-02-2018

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

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

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

1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS)
2. EASEMENT FOR SERVICES (WHOLE OF LOTS)
3. EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS)
4. RIGHT TO USE FIRE STAIRS AND EGRESS (WHOLE OF LOTS)
5. EASEMENT FOR CONSTRUCTION ACCESS (WHOLE OF LOTS)
6. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (Q4)
7. RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (Q5)
8. EASEMENT FOR PUBLIC ACCESS 3.375, 8.365 AND VARIABLE WIDTH LIMITED IN STRATUM (Q3)
9. EASEMENT FOR WATER SUPPLY PURPOSES 2 AND 5.11 WIDE LIMITED IN STRATUM (Q2)
10. EASEMENT FOR SERVICES VARIABLE WIDTH LIMITED IN STRATUM (Q1)
11. RESTRICTION ON THE USE OF LAND
12. POSITIVE COVENANT (ROAD INFRASTRUCTURE)
13. POSITIVE COVENANT (MAINTENANCE OF THE STORMWATER SYSTEM AND OVERLAND FLOW)
14. POSITIVE COVENANT (MAINTENANCE OF STORMWATER PIPES AND CULVERTS)
15. POSITIVE COVENANT (MAINTENANCE OF FOOTPATH DRAINAGE, PLAZA)

STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 27000 182DP [PPN DP1238769]

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:28 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 10 sheet(s)

Office Use Only

Registered: 19.06.2018

Office Use Only

DP1238769

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

Subdivision Certificate number: SC 2017-78

Date of Endorsement: 15-02-2018

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

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

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT NO. 1 PTY LIMITED .....
ACN 093 909 758) By executing this agreement the attorney
under power of attorney dated) states that the attorney has received no
Book: 4735 No: 819) notice of revocation of the power of attorney

in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (Block Letters

4 Sackville St Maryborough
.....
Address of witness (Block Letters)

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT NO. 2 PTY LIMITED .....
ACN 097 478 776) By executing this agreement the attorney
under power of attorney dated) states that the attorney has received no
Book: 4735 No: 819) notice of revocation of the power of attorney

in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (Block Letters

4 Sackville St Maryborough
.....
Address of witness (Block Letters)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 27000 182DP [PPN DP1238769]

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:29 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 10 sheet(s)

Office Use Only

Registered: 19.06.2018

Office Use Only

DP1238769

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

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 number: SC 2017-78

Date of Endorsement: 15-02-2018

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT NO. 3A PTY LIMITED)
ACN 097 928 517) By executing this agreement the attorney
under power of attorney dated) states that the attorney has received no
Book: 4735 No: 819) notice of revocation of the power of attorney

in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (Block Letters

4 Sackville St Manabra.
.....
Address of witness (Block Letters)

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT NO. 3B PTY LIMITED)
ACN 097 479 028) By executing this agreement the attorney
under power of attorney dated) states that the attorney has received no
Book: 4735 No: 819) notice of revocation of the power of attorney

in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (Block Letters

4 Sackville St Manabra
.....
Address of witness (Block Letters)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 27000 182DP [PPN DP1238769]

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:30 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 10 sheet(s)

Office Use Only

Registered: 19.06.2018

Office Use Only

DP1238769

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

Subdivision Certificate number: SC 2017-78

Date of Endorsement: 15-02-2018

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

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

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT NO. 4 PTY LIMITED)
ACN 097 479 082) By executing this agreement the attorney
under power of attorney dated) states that the attorney has received no
Book:4735 No:819) notice of revocation of the power of attorney

in the presence of:

.....
Signature of witness

.....
Name of witness (Block Letters

4 Sackville St Maroubra.
Address of witness (Block Letters)

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT NO. 5 PTY LIMITED)
ACN 097 479 117) By executing this agreement the attorney
under power of attorney dated) states that the attorney has received no
Book:4735 No: 819) notice of revocation of the power of attorney

in the presence of:

.....
Signature of witness

.....
Name of witness (Block Letters

4 Sackville St Maroubra.
Address of witness (Block Letters)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 27000 182DP [PPN DP1238769]

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:31 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 10 sheet(s)

Office Use Only

Registered: 19.06.2018

Office Use Only

DP1238769

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

Subdivision Certificate number: SC 2017-78

Date of Endorsement: 15-02-2018

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

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

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT NO. 6 PTY LIMITED)
ACN 100 561 215) By executing this agreement the attorney
under power of attorney dated) states that the attorney has received no
Book:4735 No: 819) notice of revocation of the power of attorney

in the presence of:

Signature of witness

Todd Perry
Name of witness (Block Letters

4 Sackville St Mentone
Address of witness (Block Letters)

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT NO. 7A PTY LIMITED)
ACN 102 478 348) By executing this agreement the attorney
under power of attorney dated) states that the attorney has received no
Book:4735 No: 819) notice of revocation of the power of attorney

in the presence of:

Signature of witness

Todd Perry
Name of witness (Block Letters

4 Sackville St Mentone.
Address of witness (Block Letters)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 27000 182DP [PRN DP1238769]

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:32 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 10 sheet(s)

Office Use Only

Registered: 19.06.2018

Office Use Only

DP1238769

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

Subdivision Certificate number: SC 2017-79

Date of Endorsement: 15-02-2018

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

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

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT NO. 7B PTY LIMITED)
ACN 097 479 153) By executing this agreement the attorney
under power of attorney dated) states that the attorney has received no
Book:4735 No: 819) notice of revocation of the power of attorney

in the presence of:

.....
Signature of witness

.....
Name of witness (Block Letters

9 Sackville St Maroubra
Address of witness (Block Letters)

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT NO. 8 PTY LIMITED)
ACN 100 971 266) By executing this agreement the attorney
under power of attorney dated) states that the attorney has received no
Book:4735 No: 819) notice of revocation of the power of attorney

in the presence of:

.....
Signature of witness

.....
Name of witness (Block Letters

9 Sackville St Maroubra
Address of witness (Block Letters)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 27000 182DP [PPN DP1238769]

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:33 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 8 of 10 sheet(s)

Office Use Only

Registered: 19.06.2018

Office Use Only

DP1238769

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

Subdivision Certificate number: SC 2017-78

Date of Endorsement: 15-02-2018

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

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

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT NO. 9A PTY LIMITED)
ACN 102 882 306)
under power of attorney dated)
Book:4735 No: 819)

.....
By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (Block Letters

4 Sackville St Maroubra
.....
Address of witness (Block Letters)

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT NO. 9B PTY LIMITED)
ACN 097 479 180)
under power of attorney dated)
Book:4735 No: 819)

.....
By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

in the presence of:

.....
Signature of witness

Todd Perry
.....
Name of witness (Block Letters

4 Sackville St Maroubra.
.....
Address of witness (Block Letters)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 27000 182DP [PPN DP1238769]

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:34 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 9 of 10 sheet(s)

Office Use Only

Registered: 19.06.2018

Office Use Only

DP1238769

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

Subdivision Certificate number: SC 2017-78

Date of Endorsement: 15-02-2018

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

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

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT NO. 10 PTY LIMITED)
ACN 100 252 524) By executing this agreement the attorney
under power of attorney dated) states that the attorney has received no
Book:4735 No: 819) notice of revocation of the power of attorney

in the presence of:

Signature of witness

Todd Perry
Name of witness (Block Letters

4 Sackville St Wauchope
Address of witness (Block Letters)

EXECUTED by registered proprietors:

SIGNED by)
as attorney for)
DISCOVERY POINT PTY LIMITED)
ACN 102 882 342) By executing this agreement the attorney
under power of attorney dated) states that the attorney has received no
Book:4735 No: 819) notice of revocation of the power of attorney

in the presence of:

Signature of witness

Todd Perry
Name of witness (Block Letters

4 Sackville St Wauchope
Address of witness (Block Letters)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 27000 182DP [PPN DP1238769]

Req:R285664 /Doc:DP 1238769 P /Rev:19-Jun-2018 /NSW LRS /Pgs:ALL /Prt:03-Jun-2026 14:32 /Seq:35 of 35
© Office of the Registrar-General /Src:Hazlett /Ref:LINCOLN-SHARONMO-268342

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 10 of 10 sheet(s)

Office Use Only

Registered: 19.06.2018

Office Use Only

DP1238769

PLAN OF SUBDIVISION OF LOT 557 IN DP1192909 AND LOT 709 IN DP1214865 AND EASEMENTS OVER LOT 605 IN DP1192906

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 number: SC 2017 – 78

Date of Endorsement: 15 – 02 – 2018

Executed by registered proprietors:

EXECUTED BY DISCOVERY POINT DEVT PTY LIMITED ACN 151 464 176 in accordance with Section127(1) of the Corporations Act by authority of its directors:

.....
Signature of ~~director~~

MATTHEW ROBERT BAILEY
.....
Name of director (block letters)

.....
Signature of director/~~company secretary*~~
* delete whichever is not applicable

SIMON STUART DOVER HOWARD
.....
Name of director/~~company secretary*~~
(block letters)
* delete whichever is not applicable

If space is insufficient use additional annexure sheet

Surveyor's Reference: 27000 182DP

STRATA | SPECIALIST | LAWYERS

THE OWNERS – STRATA PLAN NO 97305

CONSOLIDATED BY-LAWS

Table of Contents

ABOUT THE BY-LAWS 7

1.1 PURPOSE OF THE BY-LAWS 7

1.2 WHO MUST COMPLY WITH THE BY-LAWS? 7

PART 1 - GENERAL BY-LAWS 8

2 STRATA MANAGEMENT STATEMENT 8

2.1 PURPOSE 8

2.2 WHO MUST COMPLY WITH THE STRATA MANAGEMENT STATEMENT? 8

2.3 COPIES OF THE STRATA MANAGEMENT STATEMENT 8

2.4 BUILDING MANAGEMENT COMMITTEE 8

2.5 APPOINTING A REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE 8

2.6 CONSENTS UNDER THE STRATA MANAGEMENT STATEMENT 8

2.7 INCONSISTENCIES BETWEEN THE BY-LAWS AND THE STRATA MANAGEMENT STATEMENT 9

3 ABOUT DISCOVERY POINT AND THE CO-OPERATIVE 9

3.1 UMBRELLA ORGANISATION 9

3.2 PRECINCTS 9

3.3 THE CO-OPERATIVE 9

3.4 OWNERS CORPORATION MUST BE A MEMBER 9

3.5 OTHER MEMBERS OF THE CO-OPERATIVE 9

3.6 SUMMARY OF CO-OPERATIVE MANAGEMENT STRUCTURE 9

3.7 CO-OPERATIVE RULES - INCONSISTENCY 10

3.8 OWNERS CORPORATION TO COMPLY WITH CO-OPERATIVE RULES 10

4 YOUR BEHAVIOUR AND RESPONSIBILITY FOR OTHERS 10

4.1 WHAT ARE YOUR GENERAL OBLIGATIONS? 10

4.2 NO PARKING ON COMMON PROPERTY 10

4.3 VISITOR AND DISABLED PARKING SPACES 10

4.4 NOT USED 11

4.5 ERECTING SIGNS 11

4.6 FIRE CONTROL 11

4.7 COMPLYING WITH THE LAW 11

4.8 YOU ARE RESPONSIBLE FOR OTHERS 11

4.9 REQUIREMENTS IF YOU LEASE YOUR APARTMENT 11

4.10 Your responsibility 12
5 What are your obligations for your Apartment? 12
5.1 General obligations 12
5.2 Architectural Code 12
5.3 Some examples of when you will need consent under the Architectural Code 12
5.4 When will you need consent from the Owners Corporation? 13
5.5 The Balcony of your Apartment 13
5.6 Window treatments 13
5.7 Window coverings 13
5.8 Sun shades 14
5.9 Cleaning windows 14
5.10 Rights of the Owners Corporation to clean windows 14
5.11 Drying your laundry 14
5.12 Security devices, screens and doors 14
5.13 Barbecues 14
5.14 Storage 14
5.15 Rights of the Owners Corporation to enter your Apartment 14
5.16 Rights of the Building Management Committee to enter your Apartment 15
5.17 Compliance with Planning and other requirements 15
6 Keeping an animal 15
6.1 What animals may you keep? 15
6.2 Dogs 15
6.3 Controlling your animal 16
6.4 Restraining your animal 16
6.5 Conditions for keeping an animal 16
6.6 Orders to remove your animal 16
6.7 Responsibility for animal 16
6.8 Notice by Owners Corporation 17
6.9 Non-compliance with notice 17
6.10 Your visitors 17
7 Moving in and making deliveries 17
7.1 Moving in 17
7.2 What are your obligations? 17
7.3 Role of the Caretaker 18
7.4 Moving into or out of Icon 18
8 Garbage disposal 18
8.1 Making rules 18
8.2 Requirements for Apartments 18
8.3 Depositing garbage 18
8.4 General obligations relating to garbage disposal 18

8.5 Use of garbage chutes 19
8.6 Owners Corporation to maintain garbage disposal equipment 19
8.7 Waste Facility 20
9 Floor coverings and Balcony 20
9.1 Floors generally 20
9.2 Changing floor coverings 20
9.3 Report 20
9.4 Removal of floor covering 21
9.5 The Balcony of your Apartment 21
9.6 Condition 77 of the Icon Development Approval 21
10 Requirements for carrying out works 21
10.1 When will you need consent from the Owners Corporation to carry out works to Common Property associated with your Lot? 21
10.2 When will you need consent from the Building Management Committee to carry out works? 22
10.3 Procedures when you carry out Cosmetic Works 22
10.4 Procedures before you carry out Minor Renovations or Building Works 22
10.5 Procedures when you carry out Minor Renovations or Building Works 23
10.6 Release and indemnity 23
10.7 Owners corporation power of delegation 23
11 Agreement with Third Parties 23
11.1 Purpose of the caretaker agreement 23
11.2 Delegation of functions 23
11.3 Terms of a caretaker agreement 24
11.4 What provisions must be included in an agreement? 24
11.5 Duties of the Caretaker 24
11.6 Agreements under the Strata Management Statement 25
11.7 Recycled Water and Sewerage Service 25
11.8 Authority to collect and use consumption data 25
11.9 Embedded network 25
11.10 Insurance Deed 26
12 Services provided by the Owners Corporation 27
12.1 Power to supply services 27
12.2 Agreements with third parties 27
12.3 Agreements with Owners and Occupiers 27
13 Licences 27
13.1 Powers of the Owners Corporation 27
13.2 What provisions may a licence include? 27
14 Common Property, Shared Facilities and Co-operative Property 28
14.1 Common Property and Shared Facilities 28
14.2 Easements 28
14.3 What are your obligations? 28

14.4 When will you need consent from the Owners Corporation? 29
14.5 Cleaning of graffiti 29
14.6 Agreement with Council to enforce parking requirements 29
14.7 Flood evacuation plan 29
15 Insurance premiums 29
15.1 Consent from the Owners Corporation 29
15.2 Payments for increased premiums 29
15.3 Requirements under the Strata Management Statement 30
15.4 Excess under Insurance Policy 30
16 Security at Icon 30
16.1 Strata Management Statement and restrictions on the rights of the Owners Corporation 30
16.2 Rights of Owners Corporation in relation to security -for Common Property the subject of Easements 30
16.3 Obligations of the Owners Corporation 30
16.4 Installation of security equipment 30
16.5 Restricting access to Common Property 30
16.6 Providing Owners and Occupiers with Security Keys 31
16.7 Managing the Security Key system for Common Property 31
16.8 What are your obligations? 31
16.9 Closing doors 31
16.10 Procedures if you lease your Apartment 32
16.11 Some prohibitions 32
17 Common Property 32
17.1 Community Room 32
17.2 Pool plant and gym 32
18 Green Star 32
19 Sydney Trains 33
PART 2 – COMMON PROPERTY RIGHTS BY-LAWS 34
20 Common Property Rights By-Laws 34
20.1 Purpose of the Common Property Rights By-Laws 34
20.2 Interpreting this by-law 34
20.3 How to change a Common Property Rights By-Law 34
20.4 Occupiers may exercise rights 34
20.5 Regular accounts for your costs 34
20.6 Repairing damage 34
20.7 Indemnities 35
20.8 Additional insurances 35
21 Inter-Tenancy Walls 35
21.1 When may you alter or remove an Inter-Tenancy Wall? 35
21.2 What consents are necessary? 35
21.3 What are the conditions for carrying out the work? 35

21.4 Common Property Rights 36
22 Exclusive use of Airconditioning Plant and Equipment 36
22.1 Common Property Rights By-Law 36
22.2 Exclusive use and special privilege rights 36
22.3 Interpreting this by-law 36
22.4 Obligations of the Owners Corporation 36
22.5 What are your obligations? 36
22.6 Restrictions 37
22.7 Paying for costs under this Common Property Rights By-Law 37
23 Centralised air conditioning 37
23.1 Common Property Rights By-law 37
23.2 Central Air Conditioning 37
24 Sewerage Service 38
24.1 Common Property Rights By-law 38
24.2 Sewerage Reticulation System 39
25 Water heating 39
25.1 Common Property Rights By-law 39
25.2 Central Water Heater and Hot Water System 39
PART 3 – OTHER MATTERS 41
26 Rules 41
26.1 Powers of the Owners Corporation 41
26.2 Changing Rules 41
26.3 What are your obligations? 41
26.4 What if a Rule is inconsistent with the by-laws? 41
26.5 What if a rule is inconsistent with the Strata Management Statement? 41
26.6 What if a rule is inconsistent with the Co-operative Rules? 41
26.7 What if a rule is inconsistent with the Easements? 41
27 How are consents given? 41
27.1 Who may give consent? 41
27.2 Conditions 42
27.3 Can consent be revoked? 42
28 Failure to comply with by-laws 42
28.1 Breach Notice 42
28.2 What can the Owners Corporation do? 42
28.3 Procedures 42
28.4 Recovering money 42
29 Applications and complaints 42
30 Interpretation 43
30.1 Definitions 43
30.2 References to certain terms 47

30.3 HEADINGS 48
30.4 SEVERABILITY 48
30.5 REMEDIES CUMULATIVE 48
31 CAR SPACE (PASSED 20 APRIL 2023) 48
ANNEXURE A – PRECINCT PLAN 50

About the by-laws

1.1 Purpose of the by-laws

These by-laws are divided into the following parts:

(a) Part 1 - General By-Laws;

(b) Part 2 - Common Property Rights By-Laws; and

(c) Part 3 - Other matters.

These by-laws are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.

1.2 Who must comply with the by-laws?

You and the Owners Corporation must comply with the by-laws.

PART 1 - GENERAL BY-LAWS

2 Strata Management Statement

2.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting Icon and the various components of the North Precinct. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

(a) requirements for the use and operation of Shared Facilities including accessways, bicycle parking and the carwash bay in the carpark for Icon; and

(b) the apportionment of costs for Shared Facilities; and

(c) architectural standards and controls, which are generally contained in the Architectural Code in the Strata Management Statement; and

(d) insurance requirements for you and the Owners Corporation.

2.2 Who must comply with the Strata Management Statement?

You and the Owners Corporation must comply with the Strata Management Statement.

2.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

2.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting Icon and other components of the North Precinct. The Owners Corporation is a member of the Building Management Committee.

2.5 Appointing a Representative and Substitute Representative

The Strata Committee may:

(a) appoint a Representative and Substitute Representative for the Owners Corporation from one or more of the members of the Strata Committee; and

(b) terminate the appointment of a Representative or Substitute Representative at any time.

2.6 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

2.7 Inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

3 About Discovery Point and the Co-operative

3.1 Umbrella organisation

Discovery Point Co-Operative Limited is a trading co-operative under the Co-Operatives National Law (NSW) (CNL) which is an umbrella organisation for Discovery Point.

3.2 Precincts

Discovery Point has a number of separate precincts. Most precincts comprise a mixture of strata schemes and may contain stratum lots. See the Precinct Plan.

3.3 The Co-operative

The role of the Co-operative is to manage the facilities and services in Discovery Point which it owns or has the right to use or otherwise on behalf of its members. For example internal roads, open space areas, recycled water facility and recreational facilities.

3.4 Owners Corporation must be a member

(a) The Owners Corporation has the power to become a member of the Co-operative.

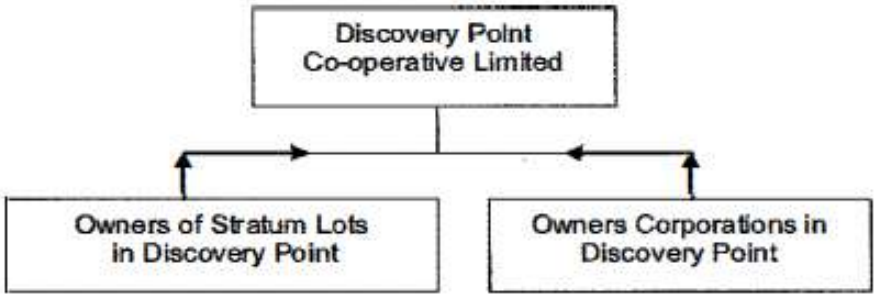
(b) The Owners Corporation must apply for and become and remain a member of the Co-operative. The procedures for applying are in the Co-operative Rules.

3.5 Other members of the Co-operative

The other members of the Co-operative are the owners corporations and stratum lot owners in Discovery Point.

3.6 Summary of Co-operative management structure

In summary, the management structure for the Co-operative looks like this:



3.7 Co-operative Rules - inconsistency

The Co-operative Rules contain the rights and obligations of its members. If there is an inconsistency between the Co-operative Rules and the by-laws:

(a) the Co-operative Rules prevail to the extent of any inconsistency; and

(b) the Owners Corporation must amend the inconsistent by-law to make it consistent with the Co-operative Rules.

3.8 Owners Corporation to comply with Co-operative Rules

The Owners Corporation must comply with the Co-operative Rules and the directions of the Co-operative, including but not limited to the obligations to contribute to the administrative fund and sinking fund of the Co-operative.

4 Your behaviour and responsibility for others

4.1 What are your general obligations?

You must not:

(a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or

(b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or

(c) smoke cigarettes, cigars or pipes while you are on Common Property or Balconies or allow smoke from them to enter Common Property or another Lot; or

(d) obstruct the legal use of Common Property by any person; or

(e) do anything in Icon which is illegal; or

(f) do anything which might damage the good reputation of the Owners Corporation or Icon; or

(g) make changes to the Common Property otherwise than in accordance with the Architectural Code and these by-laws.

4.2 No parking on Common Property

Subject to the Strata Management Statement and your rights under an Easement, you must not park or stand a vehicle on Common Property.

4.3 Visitor and disabled parking spaces

You acknowledge that:

(a) there are no designed visitor car parking spaces or designated disabled parking spaces within Icon; and

(b) there are public car parking spaces and disabled parking spaces within Discovery Point.

4.4 Not used

4.5 Erecting signs

The Architectural Code sets out the rules and requirements in connection with signage in Icon. You must comply with the Architectural Code.

4.6 Fire control

Your obligations regarding fire control and keeping flammable materials in your Apartment are in the Strata Management Statement.

4.7 Complying with the law

You must comply on time and at your cost with all laws relating to:

(a) your Apartment; and

(b) the use of your Apartment; and

(c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

The things with which you must comply include planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies and the Easements.

4.8 You are responsible for others

You must:

(a) take all reasonable actions to ensure your visitors comply with the by-laws, the Strata Management Statement and the Co-operative Rules; and

(b) make your visitors leave Icon if they do not comply with the by-laws, the Strata Management Statement or the Co-operative Rules; and

(c) take reasonable care about who you invite into Icon or Discovery Point; and

(d) accompany your visitors at all times, except when they are entering or leaving Icon or Discovery Point.

You must not allow another person to do anything which you cannot do under the by-laws, the Strata Management Statement or the Co-operative Rules.

4.9 Requirements if you lease your Apartment

If you lease your Apartment, you must:

(a) provide your tenant or licensee with an up-to-date copy of the by-laws, the Strata Management Statement and the Co-operative Rules; and

(b) ensure that your tenant or licensee and their visitors comply with the by-laws, the Strata Management Statement and the Co-operative Rules; and

(c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Icon.

4.10 Your responsibility

You are responsible for any damage caused to the Common Property or to an Owner which is caused by your visitors or tenants.

5 What are your obligations for your Apartment?

5.1 General obligations

You must:

(a) keep your Apartment clean and tidy and in good repair and condition; and

(b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws, the Strata Management Statement or the Co-operative Rules which service your Apartment (whether or not you made the installation or alteration); and

(c) seek approval from the Owners Corporation if you wish to change the existing use of your Apartment; and

(d) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and

(e) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums.

5.2 Architectural Code

The Architectural Code for Icon is in the Strata Management Statement. It applies to your Apartment and to Icon generally. You must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before you carry out any works in your Apartment. Your obligations under the Architectural Code apply in addition to your obligations under the by-laws.

5.3 Some examples of when you will need consent under the Architectural Code

You must have consent from the Building Management Committee under the Architectural Code if you propose to:

(a) carry out Building Works which will affect Shared Facilities or the external appearance of Icon; or

(b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or Icon; or

(c) install an intruder 'alarm with an audible signal.

This is not a definitive list of when you will need to obtain consent from the Building Management Committee. Contact the Strata Manager if you want to confirm whether or not you will need consent.

5.4 When will you need consent from the Owners Corporation?

Subject to the by-laws, the Strata Management Statement and the Co-operative Rules, you must have consent from the Owners Corporation to:

(a) carry out Building Works; or

(b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of Icon; or

(c) attach or hang an aerial or wires outside your Apartment or Icon.

5.5 The Balcony of your Apartment

(a) Keeping outdoor furniture, landscaping, lighting and other items on the Balcony of your Apartment is regulated by the Architectural Code.

(b) You must not paint the walls or ceiling of a Balcony (this does not apply to a wintergarden).

(c) You must not use the Balcony of your Apartment for clothes drying areas, storage of household goods or air conditioning units if such uses would be visible from the public domain areas of Discovery Point.

5.6 Window treatments

Under the Architectural Code, you must have consent from the Building Management Committee to place solar film or similar treatments on the internal or external surfaces of glass balustrades, windows and doors in your Apartment.

5.7 Window coverings

Under the Architectural Code:

(a) you may install curtains, blinds, louvres, shutters or other window and door treatments on or in your Apartment provided they have an appearance from outside the Apartment which is white or off-white; and

(b) you must have consent from the Building Management Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in by-law 5.7(a).

The Owners Corporation may adopt policies and guidelines from time to time for changing window coverings which must be adhered to by Owners and Occupiers who seek to change window coverings.

5.8 Sun shades

Under the Architectural Code, you must have consent from the Building Management Committee to install a sun shade, sun blind, awning or other sun shading device in your Apartment (including your Balcony) or on Common Property.

5.9 Cleaning windows

Subject to by-law 5.10 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

5.10 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Icon. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 5.9 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

5.11 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Apartment or in an area that is visible from outside your Apartment.

5.12 Security devices, screens and doors

The installation of security devices, security screens and security doors is regulated under the Architectural Code and building regulations. You must obtain all necessary consents under the Architectural Code before you install a security device, screen or door.

5.13 Barbecues

Your rights and obligations when you operate barbecues in your Apartment are in the Architectural Code.

5.14 Storage

You must not store anything which is flammable, toxic, combustible, volatile, dangerous or other items prohibited by law in that part of your Apartment (including animals) comprising a storage unit or a car space in the basement carpark.

5.15 Rights of the Owners Corporation to enter your Apartment

In addition to its rights under by-law 28 ("Failure to comply with by-laws"), the Owners Corporation and contractors engaged by the Owners Corporation have the right to enter your Apartment to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation and its contractors must comply when it exercises this right are in the Management Act.

5.16 Rights of the Building Management Committee to enter your Apartment

The Owners Corporation authorises the Building Management Committee and contractors engaged by the Building Management Committee to exercise the Owners Corporation's right to enter your Apartment to operate, inspect, test, use, maintain, repair or replace those items of Common Property in your Apartment (or which are accessible through your Apartment) which are Shared Facilities. The procedures with which the Building Management Committee and its contractors must comply when it exercises this right are in the Strata Management Statement.

5.17 Compliance with Planning and other requirements

The Owner or Occupier of a Lot must ensure that:

(a) the Lot is not used for any purpose that is prohibited by law;

(b) the Lot is not occupied by more than two adults for each bedroom in the Lot;

(c) no bedroom in the Lot contains more than two beds (excluding children's beds and cots);

(d) the total number of adults occupying a Lot does not exceed twice the number of approved bedrooms;

(e) all leases or subleases of any Lot or part lot must be subject to a residential tenancy agreement and for a term of at least three months; and

(f) the Lot is not used for the purposes of short term or holiday letting.

6 Keeping an animal

6.1 What animals may you keep?

Subject to this by law 7, you may keep:

(a) goldfish or other similar fish in a small to medium size indoor aquarium;

(b) a reasonable number of canaries, budgerigars or similar birds kept indoors at all times;

(c) up to two domestic cats or up to two small or medium size dogs (weighing up to a maximum of 15 kilograms each) or one domestic cat and one small or medium dog (weighing up to a maximum of 15 kilograms); and

(d) 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 you needs the dog or other animal because of a medically certified disability, including a visual or hearing disability.

You must obtain the prior consent of the Strata Committee to keep any other animal.

6.2 Dogs

Except in exceptional circumstances (having regard to the species of dog, your experience in caring for similar dogs, the suitability of the dog for living in ICON, and any other factor the

Owners Corporation considers relevant). The Strata Committee will not give you consent to keep:

(a) a large size dog;

(b) a dog that is vicious, aggressive, noisy or difficult to control;

(c) a dog that is not registered under the *Companion Animals Act 1998 (NSW)*; or

(d) a dangerous or nuisance dog under the *Companion Animals Act 1998 (NSW)*.

6.3 Controlling your animal

Subject to by law 7.4 ("Restraining your animal"), if you keep an animal under these by laws you must ensure that the animal does not wander onto:

(a) another Apartment;

(b) Common Property; or

(c) any part of the North Precinct or Discovery Point.

6.4 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of the North Precinct or Discovery Point (eg to transport it out of the North Precinct or Discovery Point), you must restrain it (eg by leash or pet cage) and control it at all times.

6.5 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal.

6.6 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

(a) you do not comply with by-laws 6.1, 6.2 or 6.3;

(b) it becomes offensive, vicious, aggressive, noisy or a nuisance;

(c) you breach a condition made by the Owners Corporation when it gave you consent to keep the animal;

(d) your dog is a dangerous or nuisance dog under the *Companion Animals Act 1998 (NSW)*; or

(e) your dog is not registered under the *Companion Animals Act 1998 (NSW)*.

6.7 Responsibility for animal

You are responsible to other Owners and Occupiers and people using Common Property or other parts of the North Precinct or Discovery Point for:

(a) any noise your animal makes which causes unreasonable disturbance; and

(b) damage to or loss of property or injury to any person caused by your animal; and

(c) cleaning up after your animal.

6.8 Notice by Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice if your animal continues to defecate on:

(a) another Apartment;

(b) Common Property;

(c) any other part of the North Precinct or Discovery Point,

after a warning has been given to you by the Owners Corporation.

6.9 Non-compliance with notice

In addition to its powers under the Management Act, the Owners Corporation has the power to order you to remove your animal from Icon, North Precinct or Discovery Point if you fail to comply with the notice.

6.10 Your visitors

You must not allow a visitor to bring an animal into Icon, the North Precinct or Discovery Point unless:

(a) the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability; or

(b) it is a type of animal permitted according to by-law 6.1 ("What animals may you keep?") and the animal is kept under your control and supervision.

7 Moving in and making deliveries

7.1 Moving in

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of Icon or move large articles (eg furniture) through Common Property.

7.2 What are your obligations?

When you take deliveries or move furniture or goods through Icon, you must:

(a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift; and

(b) repair any damage you (or the person making the delivery) cause to Common Property; and

(c) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

7.3 Role of the Caretaker

The Owners Corporation may appoint the Caretaker to assist it to perform its functions under this by-law 7. If this happens, you must:

(a) make arrangements with the Caretaker when you move in or out of Icon; and

(b) comply with the reasonable requirements of the Caretaker when you take deliveries or move furniture or goods through Icon.

7.4 Moving into or out of Icon

Under the Strata Management Statement, when you move into or out of Icon, you must do so from the loading areas in Brodie Sparke Drive, Spark Lane or as otherwise directed by the Caretaker.

8 Garbage disposal

8.1 Making rules

The Owners Corporation may make Rules under by-law 26 ("Rules") about the storage and removal of garbage from Icon.

8.2 Requirements for Apartments

You must dispose of your garbage and recyclable materials in accordance with this by-law 8.

8.3 Depositing garbage

Subject to these by-laws, you must not deposit or leave garbage or recyclable materials:

(a) on Common Property; or

(b) in an area of your Lot which is visible from outside your Lot.

You must immediately remove any rubbish you spill on Common Property and clean that part of Common Property.

8.4 General obligations relating to garbage disposal

You must:

(a) place your household garbage in the garbage chute in the Garbage Room designated by the Owners Corporation for that purpose; and

(b) clean any soiled areas in taking garbage to the Garbage Room;

(c) drain and securely wrap your household garbage before you place it in the Common Property garbage chute room and Garbage Room; and

(d) leave your other garbage and recyclable materials in the area or receptacle in the Garbage Room designated by the Owners Corporation for that purpose; and

(e) recycle your garbage according to instructions from the Owners Corporation and Council; and

(f) drain and clean bottles, and make sure they are not broken, before you place them in the Common Property garbage chute room and Garbage Room; and

(g) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

8.5 Use of garbage chutes

You must not:

(a) put bottles or glass in a garbage chute; or

(b) put liquids in a garbage chute; or

(c) put items that weigh more than 2.5 kilograms in a garbage chute; or

(d) put anything (eg boxes or large items) in a garbage chute that might block it.

8.6 Owners Corporation to maintain garbage disposal equipment

The Owners Corporation must:

(a) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers; and

(b) operate, maintain, repair and, where necessary replace, the Common Property garbage chutes and garbage chute equipment servicing Icon (including mechanical equipment located in the garbage chute rooms); and

(c) maintain, clean and repair the garbage chute rooms servicing Icon; and

(d) regularly remove filled receptacles from the garbage chute rooms and replace them with empty receptacles; and

(e) move filled receptacles from the garbage chute rooms to the Garbage Room; and

(f) move recyclable materials from the Common Property garbage chute rooms to the Garbage Room; and

(g) regularly clean, maintain, repair and, where necessary, replace the Garbage Room and the garbage and recycling receptacles stored in it; and

(h) operate, maintain, repair and, where necessary replace, the garbage compactor located in the Garbage Room (including the mechanical equipment located in the garbage compactor); and

(i) regularly clean and maintain the garbage compactor servicing Icon; and

(j) arrange for the removal of garbage and recycling material from the garbage compactor and Gamage Room; and

(k) make available for collection by Council household garbage and recyclable materials placed in the garbage compactor and Garbage Room; and

(l) arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

8.7 Waste Facility

The Owners Corporation must arrange for the garbage to be collected from the Garbage Room and taken to the Waste Facility.

9 Floor coverings and Balcony

9.1 Floors generally

If you are an Owner, you must keep the floors in your Lot covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

9.2 Changing floor coverings

(a) You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Lot which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier. Any newly installed floor covering must have a weighted standardised impact sound pressure level not greater than L'nT,w 45 measured in accordance with AS ISO 140.7 and AS ISO 717.2.

(b) The changing and installation of floor coverings is a Minor Renovation. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such consent provided a report satisfying the requirements of by-law 9.3 ("Report") has been furnished to the Owners Corporation.

(c) By-law 10 ("Requirements for carrying out works") applies to the changing or installation of floor coverings.

(d) If an Owner has consent under this by-law to change flooring coverings within a Lot, that Owner has the special privilege to affix tiles or replacement flooring to the floor areas of a Lot (other than kitchen, eating areas, laundry, lavatory, bathroom or entry areas) so long as the Owner complies with this by-law and by-law 10 ("Requirements for carrying out works").

(e) The Owner acknowledges that the tiles or the replacement flooring which are affixed to the Lot by virtue of the special privilege will form part of the Lot and the Owner will be responsible for the repair and maintenance of floor coverings which are installed following registration of the Strata Plan.

9.3 Report

(a) An application for consent by an Owner under by-law 9.2(b) must include a report from an Acoustic Engineer that analyses the proposed floor finish, method of

installation and the effect on sound transmission in accordance with the Building Code of Australia, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 9.1 ("Floors generally") and will comply with by-law 9.2(a).

(b) Following the installation of a floor finish, to demonstrate compliance with this by-law, an Owner must, within 14 days of the installation of the new floor finish, provide the Owners Corporation with a certificate from an Acoustic Engineer. The certificate must state that the Acoustic Engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in the report required under by-law 9.2 ("Changing floor coverings").

9.4 Removal of floor covering

In the event that the Owner does not provide evidence that the new floor finish complies with by-law 9.2 ("Changing floor coverings"), the floor finish must be removed and replaced with a floor finish that complies with this by-law 9.

9.5 The Balcony of your Apartment

(a) You must not use the Balcony of your Apartment for clothes drying areas, storage of household goods or air conditioning units if such uses would be visible from the public domain areas of Discovery Point.

(b) You must not use gas heaters on the Balcony of your Apartment.

9.6 Condition 77 of the Icon Development Approval

This by-law 9 includes by-laws required to be registered and maintained for Icon in accordance with condition 77 of the Icon Development Approval.

10 Requirements for carrying out works

10.1 When will you need consent from the Owners Corporation to carry out works to Common Property associated with your Lot?

(a) You do not need the consent of the Owners Corporation to carry out Cosmetic Works affecting Common Property in connection with your Lot.

(b) You must have the consent of the Owners Corporation to carry out any Minor Renovations or Buildings Works affecting Common Property.

(c) The Owners Corporation cannot unreasonably withhold consent under by-law 10.1(b) to the carrying out of Minor Renovations affecting Common Property in connection with your Lot, provided that you have complied with the requirements in this by-law 10 including the requirements to give the notice under by-law 10.4(e).

(d) If the Minor Renovation involves changing flooring covering, the provisions of by-law 9 apply in addition to this by-law 10.

(e) The Owners Corporation may only give consent to the carrying out of Building Works affecting Common Property if a special resolution has first been passed by the Owners

Corporation that specifically authorises you to carry out those Building Works unless you have the special privilege to do so under a Common Property Rights By-Law.

10.2 When will you need consent from the Building Management Committee to carry out works?

You must have consent from the Strata Committee to carry out any works (regardless of whether they are Minor Renovations or Building Works):

(a) which affect (or may affect) Shared Facilities; or

(b) which affect or change the external appearance of Discovery Point or are not in conformity with the Architectural Code.

10.3 Procedures when you carry out Cosmetic Works

If you carry out Cosmetic Works to Common Property in connection with your Lot, you must:

(a) carry out the Cosmetic Works in a competent and proper manner; and

(b) repair any damage you (or persons carrying out the Cosmetic Works for you) cause to any part of the Common Property or the property of another Owner or Occupier and carry out those repairs in a competent and proper manner.

10.4 Procedures before you carry out Minor Renovations or Building Works

Before you carry out any Minor Renovations or Building Works, you must:

(a) obtain necessary consents from the Owners Corporation required under by-law 10.1; and

(b) obtain necessary consents from the Strata Committee as outlined in by-law 10.2; and

(c) obtain any necessary consents from Government Agencies; and

(d) if appropriate, find out where service lines and pipes are located; and

(e) give written notice of the proposed Minor Renovations or the Building Works to the Owners Corporation, including:

(i) details of the work, including copies of any plans;

(ii) duration and times of the work;

(iii) details of the persons carrying out the work, including qualifications to carry out the work (license and insurance details); and

(iv) arrangements to manage any resulting rubbish or debris.

The Owners Corporation may impose reasonable conditions on you in relation to the carrying out of the Minor Renovations or Building Works including the provision of a bond to cover potential damage to Common Property.

10.5 Procedures when you carry out Minor Renovations or Building Works

If you carry out Minor Renovations or Building Works, you must:

(a) use qualified, reputable and where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably); and

(b) carry out (and ensure your contractors carry out) the Minor Renovations or Building Works in accordance with any conditions that the Owners Corporation has imposed on the Minor Renovations or Building Works;

(c) carry out (and ensure your contractors carry out) the Minor Renovations or Building Works in a competent and proper manner; and

(d) repair any damage you (or persons carrying out the Minor Renovations or Building Works for you) cause to any part of the Common Property or the property of another Owner or Occupier and carry out those repairs in a competent and proper manner; and

(e) where required by the Development Act at your own cost register a Building Alteration Plan.

10.6 Release and indemnity

You release and indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under this by-law 10.

10.7 Owners corporation power of delegation

(a) The Owners Corporation can delegate its functions under section 110 of the Management Act to approve or consent to the carrying out of Minor Renovations to the Strata Committee.

(b) This is a by-law made under section 111 of the Management Act.

11 Agreement with Third Parties

11.1 Purpose of the caretaker agreement

The Owners Corporation has the power to appoint and enter into agreements with a Caretaker to provide management and operational services for Icon and for the North Precinct generally. The Owners Corporation may exercise its power under this by-law 11 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

11.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Caretaker.

11.3 Terms of a caretaker agreement

If the Owners Corporation (in its own right) enters into an agreement with a Caretaker:

(a) the term of the agreement may be for any term permitted by law; and

(b) the remuneration of the Caretaker under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

11.4 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Caretaker must have provisions about:

(a) the rights of the Owners Corporation to terminate the agreement early if the Caretaker does not properly perform its functions or comply with its obligations under the agreement; and

(b) the rights of the Caretaker to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

11.5 Duties of the Caretaker

If permitted by law, the duties of a Caretaker under an agreement with the Owners Corporation (in its own right) may include:

(a) caretaking, supervising and servicing Common Property; and

(b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee); and

(c) supervising the repair, maintenance, renewal or replacement of Common Property; and

(d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and

(e) co-ordinating the carrying out of Building Works; and

(f) managing the Security Key system and providing Security Keys according to the by-laws; and

(g) providing services to the Owners Corporation, Owners and Occupiers; and

(h) supervising employees and contractors of the Owners Corporation; and

(i) supervising Icon generally; and

(j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Icon (other than performing functions of the Co-operative or Building Management Committee).

11.6 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Strata Management Statement.

11.7 Recycled Water and Sewerage Service

The Owners Corporation has the power to enter into an agreement with the operator of the Recycled Water Plant for the supply of recycled water and sewerage service to the Strata Scheme and/or the Common Property.

11.8 Authority to collect and use consumption data

(a) Consumption of various services to the Apartments is individually metered (such as electricity, cold water, hot water, recycled water and air conditioning energy).

(b) Consumption data is monitored and collected (usually remotely) by private and public utility providers.

(c) Each Owner and Occupier authorises and consents to the Owners Corporation, the Strata Manager, the Caretaker and the private and public utility providers (including an Embedded Energy Utilities Operator):

(i) monitoring and collecting consumption data;

(ii) receiving consumption data from any private or public utility provider; and

(iii) using that consumption data for reasonable purposes, including charging Owners or Occupiers for services provided by the Owners Corporation or its contractors.

(d) The Owners Corporation must take reasonable steps to preserve the privacy of each Owner's and Occupier's consumption data.

(e) The Owners Corporation or its contractors and the Caretaker may access a Lot on reasonable notice for the purposes of installing, reading, testing, maintaining, repairing, upgrading or replacing consumption metering equipment.

11.9 Embedded network

(a) The Owners Corporation is authorised to appoint an Embedded Energy Utilities Operator to provide, operate, maintain repair and replace the Embedded Networks to the Strata Scheme.

(b) If the Owners Corporation appoints an Embedded Energy Utilities Operator, the Owners Corporation may grant the Embedded Energy Utilities Operator a licence to use parts of the Common Property reasonably required to provide any of the Embedded Networks to the Strata Scheme.

(c) The Owners Corporation or the Embedded Energy Utilities Operator may make agreements with Owners and Occupiers about paying for services supplied under this

by-law 11.9. Subject to any regulatory requirements or other applicable laws, that agreement can include the following terms as part of its terms of supply:

(i) it may require a bond or security deposit to act as security for payment of charges for services supplied under this by-law 11.9; and

(ii) it may disconnect the service for non-payment of charges or interest.

11.10 Insurance Deed

The Owners Corporation has the power to become a party to a global insurance deed (if required) by the Building Management Committee.

12 Services provided by the Owners Corporation

12.1 Power to supply services

The Owners Corporation has the power to supply services to each Lot including, but not limited to, hot and cold water, sewerage, gas, and air conditioning condenser water. Those agreements may be entered into by the Owners Corporation for its own account or as agent for and bind each Owner and Occupier.

12.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

12.3 Agreements with Owners and Occupiers

The Owners Corporation or third parties contemplated under by-law 12.2 may make agreements with Owners and Occupiers about paying for services supplied under this by-law 12.3. Subject to any regulatory requirements or other applicable laws, that agreement can include the following terms as part of its terms of supply:

(i) it may require a bond or security deposit to act as security for payment of charges for services supplied under this by-law 12.3; and

(ii) it may disconnect the service for non-payment of charges or interest.

13 Licences

13.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property (but not Shared Facilities or Co-operative Property). The Owners Corporation may exercise its powers under this by-law 13 only by special resolution at a general meeting.

13.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 13 may include provisions about:

(a) payments under the licence; and

(b) the term of the licence; and

(c) the permitted uses of the licensed areas; and

(d) the maximum number of persons allowed in the licensed area; and

(e) insurances the licensee must effect; and

(f) cleaning and maintaining the licensed area.

14 Common Property, Shared Facilities and Co-operative Property

14.1 Common Property and Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

The Owners Corporation may appoint the Co-operative as its agent to perform its functions and exercise its rights under the Easements (apart from those functions which may only be delegated to a licensed managing agent under the Management Act).

14.2 Easements

A number of Easements burden or benefit Common Property or otherwise impose obligations on the Owners Corporation. Various Easements burden or benefit Common Property in respect of Co-operative Property and other land within Discovery Point. In particular, Owners and Occupiers of Icon have the right under the Easements to use the swimming pool and gym which is located in Precinct 1. You and the Owners Corporation:

(a) must comply with your obligations under those Easements, including but not limited to:

  (i) any obligation to pay costs under the Easements; and

  (ii) any obligation on the Owners Corporation to prepare budgets in accordance with any reports prepared by a quantity surveyor or engineer with the appropriate qualifications provided to the Owners Corporation by the Co-operative; and

(b) if you are an Owner or Occupier, you must not do anything which amounts to a breach or non-compliance by the Owners Corporation of its obligations under the Easements; and

(c) must not do anything to prevent the Co-operative and its members and any other benefited parties or authorities from exercising their rights in respect of Common Property or generally under the Easements.

In addition, a number of Easements, restrictions and covenants apply to Co-operative Property. The Owners Corporation must comply with its obligations under those Easements, restrictions and covenants as a member of the Co-operative. Owners and Occupiers must not do anything which amounts to a breach or non-compliance by the Owners Corporation of its obligations under those Easements, covenants and restrictions.

14.3 What are your obligations?

Subject to the by-laws, you must:

(a) use Common Property equipment only for its intended purpose; and

(b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and

(c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in Icon or Minor Renovations in Icon on your behalf.

14.4 When will you need consent from the Owners Corporation?

Subject to the by-laws, the Strata Management Statement and the Co-operative Rules, you must have consent from the Owners Corporation to:

(a) interfere with or damage Common Property; or

(b) remove anything from Common Property that belongs to the Owners Corporation; or

(c) interfere with the operation of Common Property equipment.

14.5 Cleaning of graffiti

The Owners Corporation must remove any graffiti from the Common Property façade of Icon which is visible from a public place.

14.6 Agreement with Council to enforce parking requirements

The Owners Corporation may enter into an agreement with Council, or otherwise become a party to an existing agreement, that empowers Council to, amongst other things:

(a) enter Common Property and enforce parking restrictions which apply to the North Precinct or Discovery Point or any part of it (including any restrictions under the Strata Management Statement or the Co-operative Rules); and

(b) subject to the law, impose fines or penalties on Owners, Occupiers and their invitees who do not comply with those parking restrictions.

14.7 Flood evacuation plan

Condition 31(a) of the Icon Development Approval provides that a flood evacuation plan is to be prepared for each stage. The plan is to include warning alarms and evacuation routes. The approved flood evacuation plan is to be updated every five years and copies are to be provided to the Council and the local state emergency service. The Owners Corporation is responsible for compliance with this condition.

15 Insurance premiums

15.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation or the Building Management Committee.

15.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 15, it may make conditions that require you to reimburse the Owners Corporation or the Building Management

Committee for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

15.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee or the Co-operative.

15.4 Excess under Insurance Policy

You must reimburse the Owners Corporation for any excess payable by the Owners Corporation under an insurance policy in event of a claim caused by you.

16 Security at Icon

16.1 Strata Management Statement and restrictions on the rights of the Owners Corporation

The Strata Management Statement regulates security and the provision of Security Keys for Icon and the North Precinct generally. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 16 are subject to the Strata Management Statement. In particular, the Owners Corporation must not do anything that would restrict access to Shared Facilities which Owners and Occupiers in the North Precinct are entitled to use under the Strata Management Statement.

16.2 Rights of Owners Corporation in relation to security -for Common Property the subject of Easements

The Owners Corporation cannot lock or secure access to any part of Common Property which is the subject of Easements unless it is entitled to do so under the Easements or the Co-operative Rules. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 16 are subject to the Easements and the Co-operative Rules.

16.3 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into Icon and prevent fires and other hazards.

16.4 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Icon.

16.5 Restricting access to Common Property

Subject to this by-law 16, the Owners Corporation has the power to:

(a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and

(b) restrict by Security Key your access to levels in Icon where you do not own or occupy an Apartment or have access to according to a Common Property Rights By-Law; and

(c) charge you a fee or bond if you request additional or replacement Security Keys; and

(d) allow security personnel employed or contracted by the Owners Corporation, the Building Management Committee, or the Co-operative to use part of Common Property to operate or monitor security of Icon and other parts of Discovery Point.

16.6 Providing Owners and Occupiers with Security Keys

If the Owners Corporation exercises its rights under by-law 16.5 ("Restricting access to Common Property"), it may provide you with a Security Key for the relevant part of Common Property, The obligations of the Building Management Committee to provide Security Keys for Shared Facilities are in the Strata Management Statement.

16.7 Managing the Security Key system for Common Property

The Owners Corporation has the power to:

(a) re-code Security Keys it issues for Common Property; and

(b) require you to promptly return Security Keys it issues to you to the Owners Corporation to be re-coded.

16.8 What are your obligations?

You must comply with your obligations in:

(a) the Strata Management Statement about Security Keys for Shared Facilities; and

(b) the Co-operative Rules in regard to Security Keys for Co-operative Property; and

(c) the Easements in regard to Security Keys for any part of Common Property which is subject to Easements.

In regard to Security Keys issued by the Owners Corporation according to this by-law 16, you must:

(d) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys; and

(e) take all reasonable steps not to lose Security Keys; and

(f) immediately notify the Owners Corporation if you lose a Security Key; and

(g) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier.

16.9 Closing doors

You must take reasonable care to make sure that fire and security doors in Icon are locked or closed when they are not being used.

16.10 Procedures if you lease your Apartment

If you lease or licence your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy an Apartment.

16.11 Some prohibitions

You must not:

(a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier; or

(b) interfere with security cameras or surveillance equipment; or

(c) do anything that might prejudice the security or safety of Icon.

17 Common Property

17.1 Community Room

(a) The Community Room is designated a Co-operative Shared Facility under the Strata Management Statement. The Co-operative is responsible for the cost of cleaning, repair and maintenance.

(b) The Owners Corporation delegates to the Co-operative the right to make rules about the use of the Community Room.

17.2 Pool plant and gym

(a) The Pool Plant and Gym are designated Co-operative Shared Facilities under the Strata Management Statement. The Co-operative is responsible for the costs of cleaning, repair and maintenance of these facilities.

(b) The Owners Corporation delegates to the Co-operative the right to make rules about the use of these facilities.

(c) You are directed to the Co-operative Rules for rules relating to use of the Gym.

18 Green Star

(a) The Owners Corporation is committed to maintaining a 5 star Green Star Rating for Icon and has set the following performance targets for the first year of Icon's operation:

(i) Electricity – 50 kWh/m2 of Common Property;

(ii) Gas – 80 MJ per Apartment; and

(iii) Water – 60 kL/m2 of Common Property.

The Owners Corporation will review the above performance targets on an annual basis.

(b) The Owners Corporation agrees to notify Owner and Occupiers of the common area electricity and gas and water consumption on a quarterly basis.

(c) You must provide access to the Developer and its contractors as required to facilitate the testing, commissioning and inspections of your Lot in order to achieve and maintain a Green Star Rating for Icon (on reasonable notice).

(d) The Owners Corporation must provide access as required to facilitate the testing, commissioning and inspections of the Common Property in order to achieve and maintain a Green Star Rating for Icon.

19 Sydney Trains

You must not do anything, including but not limited to throwing objects onto the rail corridor, that would impact the operations carried out by Sydney Trains on the neighbouring land.

PART 2 – COMMON PROPERTY RIGHTS BY-LAWS

20 Common Property Rights By-Laws

20.1 Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

20.2 Interpreting this by-law

In this by-law 20, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

20.3 How to change a Common Property Rights By-Law

The Owners Corporation may, by special resolution:

(a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and

(b) amend or cancel this by-law 20 only with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law.

20.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

20.5 Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

(a) include those amounts in notices for your administrative fund or sinking fund contributions; and

(b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

20.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when you exercise your rights or comply with your obligations under a Common Property Rights By-Law.

20.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

20.8 Additional insurances

In addition to your obligations under by-law 15 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

21 Inter-Tenancy Walls

21.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law 21, you may alter or remove an Inter-Tenancy Wall if:

(a) you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the Owner of the adjoining Apartment; and

(b) it is not a structural wall; and

(c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and

(d) you comply with the procedures in this by-law 21.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

21.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by- law 21.1 ("When may you alter or remove an Inter-Tenancy Wall?"). However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

21.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

(a) carry out the work in the method certified by the structural engineer under by-law 21.1 ("When may you alter or remove an Inter-Tenancy Wall?"); and

(b) if appropriate, comply with the Development Act and lodge any necessary building alteration plan with the Registrar General; and

(c) comply with by-law 10; and

(d) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

21.4 Common Property Rights

This by-law is a Common Property Rights By-Law for the purposes of the Management Act.

22 Exclusive use of Airconditioning Plant and Equipment

22.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-laws 20.4 ("Occupiers may exercise rights") to 20.8 ("Additional insurances") apply to this Common Property Rights By-Law.

22.2 Exclusive use and special privilege rights

The Owner of each Apartment has:

(a) exclusive use of the Airconditioning Plant and Equipment which exclusively service their Apartment; and

(b) the special privilege to connect to and use the Airconditioning Plant and Equipment which exclusively service their Apartment and is located on either the balcony, roof or basement of Common Property; and

(c) the special privilege to connect to and use Airconditioning Services necessary to operate the Airconditioning Plant and Equipment which exclusively service their Apartment.

For the avoidance of doubt, the special privilege to connect to the Airconditioning Plant and Equipment and Airconditioning Services applies to the replacement of plant, equipment and services which is required from time to time.

22.3 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owners of each Apartment which has the benefit of this Common Property Rights By-Law.

22.4 Obligations of the Owners Corporation

(a) The Owners Corporation must operate, maintain, repair and, where necessary, replace any parts of the Airconditioning Plant and Equipment which are not for the exclusive use of an Apartment.

22.5 What are your obligations?

You must, at your cost:

(a) operate, maintain, repair and, where necessary, replace Airconditioning Plant and Equipment exclusively servicing your Apartment; and

(b) regularly clean and, where necessary, replace any filters for Airconditioning Plant and Equipment for your Apartment; and

(c) use reputable contractors approved by the Owners Corporation to maintain, repair and replace Airconditioning Plant and Equipment exclusively servicing your Apartment; and

(d) comply with the requirements of Government Agencies about Airconditioning Plant and Equipment and manufacturer's recommendations about the Airconditioning Plant and Equipment for your Apartment; and

(e) maintain and repair any part of the Common Property where your Airconditioning Plant and Equipment (or any part of it) is fitted and installed (excluding structural maintenance and repairs).

22.6 Restrictions

You must not do anything which will (or might) interfere with Common Property or Shared Facility cables, conduits, pipes, wires, ducts or other Common Property services located in your Apartment

22.7 Paying for costs under this Common Property Rights By-Law

You must contribute towards the costs of the Owners Corporation under this Common Property Rights By-Law in shares proportional to the unit entitlement of your Apartment or by any other such means as determined by a resolution of the Owners Corporation.

23 Centralised air conditioning

23.1 Common Property Rights By-law

(a) This is a Common Property Rights By-Law which applies to the Central Air Apartments in Icon. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each of the Central Air Apartments.

(b) By-laws 20.4 ("Occupiers may exercise rights") to 20.8 ("Additional insurances") apply to this Common Property Rights By-Law.

23.2 Central Air Conditioning

(a) Icon has a Central Air Conditioning for cooling the Central Air Apartments in Icon.

(b) Each Owner of the Central Air Apartments has exclusive use of that part of the Central Air Conditioning exclusively servicing its Apartment and the special privilege to draw air conditioning from the Central Air Conditioning so long as the Owner pays to the Owners Corporation its share of the operating costs and usage of the Central Air Conditioning as determined under by-law 23.2(d).

(c) The Owners Corporation pays for the supply of electricity and the operation of the Central Air Conditioning on a monthly basis.

(d) The Strata Committee may determine from time to time the basis upon which the Owners Corporation charges Owners of Central Air Apartments under by-law 23.2(d)

for the operating costs of the Central Air Conditioning supplied to Apartments. Unless the Strata Committee decides otherwise, the Owners Corporation is to charge Owners of the Central Air Apartments on the following basis:

(i) the cost of air conditioning supply is to be apportioned to each Owner of the Central Air Apartments by reference to its proportional consumption of air conditioning;

(ii) the proportion of the cost of air conditioning supply attributable to air conditioning not consumed by Owners (such as air conditioning consumed in the Common Property and general wastage) will not be charged to individual Owners but must be paid out of the administrative fund;

(iii) other costs of the Central Air Conditioning such as maintenance and repair are not included in the charges made to Owners and must be paid out of the administrative fund but form part of the funds recovered by the administrative funds levies; and

(iv) the cost of replacement or upgrade of the Central Air Conditioning is not included in the charges made to Owners but forms part of the funds provided for by sinking fund levies.

(e) Owners of the Central Air Apartments must pay the charges made by the Owners Corporation under this by-law 23 in accordance with the terms set by the Strata Committee from time to time. Interest must be paid on late payment of charges at the same rate as interest on unpaid levies but may be waived by the Strata Committee.

(f) Subject to any regulatory requirements or other applicable laws, the Strata Committee may include the following terms as part of its terms of supply:

(i) it may require a bond or security deposit to act as security for payment of charges under this by-law 23; and

(ii) the Strata Committee may disconnect an Owner's air conditioning supply if charges or interest are not paid within a reasonable time.

(g) The Owners Corporation continues to be responsible for the repair and maintenance of the Central Air Conditioning.

(h) An Owner may request the Owners Corporation to provide an estimate of the charges to the Owner for the operating costs of the Central Air Conditioning supplied to the Owner's Apartment.

Unless otherwise installed at the date of registration of the Strata Plan, Owners may not install their own air conditioning service in their Apartment without the Strata Committee's consent.

24 Sewerage Service

24.1 Common Property Rights By-law

(a) This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner.

(b) By-laws 20.4 ("Occupiers may exercise rights") to 20.8 ("Additional insurances") apply to this Common Property Rights By-Law.

24.2 Sewerage Reticulation System

(a) The Owners Corporation provides sewerage services to the Owner and Occupier of each Lot by collecting sewerage through Icon's sewerage reticulation system and delivering that sewerage to a sewer main at the boundary of Icon.

(b) Each Owner has exclusive use of that part of Icon's sewerage reticulation system exclusively servicing its Apartment and the special privilege to deliver sewerage to a sewer main at the boundary of Icon so long as the Owner pays to the Owners Corporation the charges made by the Owners Corporation under this by-law 24.

(c) The Owners Corporation may recover the cost of the supply of sewerage services by charging Owners a sewerage connection charge equal to the charge each Owner would pay if Sydney Water Corporation were to provide sewerage services to that Owner.

(d) Owners must pay the charges made by the Owners Corporation under this by-law 24 in accordance with the terms set by the Strata Committee from time to time. Interest must be paid on late payment of charges at the same rate as interest on unpaid levies but may be waived by the Strata Committee.

(e) This by-law 24 is an agreement for the supply of services between the Owners Corporation and the Owner and Occupier of each Apartment from time to time under section 117 of the Management Act as well as a Common Property Rights By-law.

25 Water heating

25.1 Common Property Rights By-law

(a) This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner.

(b) By-laws 20.4 ("Occupiers may exercise rights") to 20.8 ("Additional insurances") apply to this Common Property Rights By-Law.

25.2 Central Water Heater and Hot Water System

(a) Icon has a central gas fired water heater for heating water in Icon ("**Central Water Heater**") which is part of the hot water system servicing the building ("**Hot Water System**"). The consumption of hot water in each Apartment is individually metered. The Owners Corporation pays for the supply of gas to the Central Water Heater.

(b) Each Owner has exclusive use of that part of the Hot Water System exclusively servicing its Apartment and the special privilege to draw hot water from the Central Water Heater so long as the Owner pays to the Owners Corporation (or if the Embedded Energy Utilities Operator has been appointed then the Embedded Energy Utilities Operator) its share of the gas supply to the Central Water Heater as determined under paragraph (c) of this by-law 25.2.

(c) Unless the Strata Committee decides otherwise (or the Owners Corporation or the Owners have entered into an agreement with the Embedded Energy Utilities Operator providing otherwise), the Owners Corporation is to charge Owners on the following basis:

(i) the cost of gas supply is to be apportioned to each Owner by reference to its proportional consumption of hot water;

(ii) the proportion of the cost of gas supply attributable to hot water not consumed by Owners (such as hot water consumed in the Common Property and general wastage) will not be charged to individual Owners but must be paid out of the administrative fund;

(iii) other costs of the water heating service such as maintenance and repair of the Central Water Heater and the Hot Water System are not included in the charges made to Owners and must be paid out of the administrative fund but form part of the funds recovered by the administrative funds levies; and

(iv) the cost of replacement or upgrade of the Central Water Heater and the Hot Water System is not included in the charges made to Owners but forms part of the funds provided for by sinking fund levies.

(d) Owners must pay the charges made by the Owners Corporation (or the Embedded Energy Utilities Operator) under this by-law in accordance with the terms set by the Strata Committee from time to time (or in accordance with agreements entered into by the Owners or the Owners Corporation with the Embedded Energy Utilities Operator from time to time). Unless otherwise specified in the Hot Water Supply Terms (as defined below), interest must be paid on late payment of charges at the same rate as interest on unpaid levies but may be waived by the Strata Committee.

(e) Subject to any regulatory requirements or other applicable laws, the Strata Committee (or may permit the Embedded Energy Utilities Operator) may include the following terms as part of its terms of supply (**Hot Water Supply Terms**):

(i) it may require a bond or security deposit to act as security for payment of charges under this by-law; and

(ii) it may disconnect an Owner's hot water supply if charges or interest are not paid within a reasonable time.

(f) The Owners Corporation continues to be responsible for the repair and maintenance of the Central Water Heater and Hot Water System.

(g) Owners may not install their own water heating service in their Apartment without the Strata Committee's consent.

(h) This by-law is an agreement for the supply of services between the Owners Corporation and the Owner and Occupier of each Apartment from time to time under section 117 of the Management Act and a Common Property Rights By-law.

(i) If the Owners Corporation appoints an Embedded Energy Utilities Operator, the Embedded Energy Utilities Operator may charge Owners directly for the supply of gas

to the Central Water Heater in accordance with the services agreement with the Owners Corporation.

PART 3 – OTHER MATTERS

26 Rules

26.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Icon and, in particular, the use of Common Property.

26.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

26.3 What are your obligations?

You must comply with the Rules.

26.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

26.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

26.6 What if a rule is inconsistent with the Co-operative Rules?

If a Rule is inconsistent with the Co-operative Rules, the Co-operative Rules prevail to the extent of the inconsistency.

26.7 What if a rule is inconsistent with the Easements?

If a Rule is inconsistent with the Easements, the Easements prevail to the extent of the inconsistency.

27 How are consents given?

27.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation or the Strata Committee.

27.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

27.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with conditions made by them when they gave you consent or the by-law under which they gave you consent.

28 Failure to comply with by-laws

28.1 Breach Notice

(a) The Owners Corporation can serve a notice on an Owner or Occupier requiring the Owner or Occupier to comply with a specified by-law in accordance with section 146 of the Management Act.

(b) The Owners Corporation can delegate the giving of a notice to the strata managing agent or Strata Committee.

(c) If the Owners Corporation gives a notice under section 146 of the Management Act, the Owners Corporation may apply to the Tribunal for an order under section 147 of the Management Act.

28.2 What can the Owners Corporation do?

The Owners Corporation may do anything on your Apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

28.3 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:

(a) give the Owners Corporation (or persons authorised by it) access to your Apartment according to the notice and at your cost; and

(b) pay the Owners Corporation for its costs for doing the work.

28.4 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

29 Applications and complaints

(a) You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

(b) Communications and notices can be made or sent by email.

30 Interpretation

30.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Acoustic Engineer means a qualified acoustic engineer employed by a firm eligible to membership of the Association of Australian Acoustical Consultants.

Airconditioning Plant and Equipment means air handling units and equipment, condensers, fan units, fan coil units, cables, conduits, pipes, wires and ducts which are part of a variable refrigerant volume airconditioning system located on Common Property and which exclusively service an Apartment, including by supplying airconditioning and refrigerant for airconditioning.

Airconditioning Services includes all supply air ducts, plenums, fire dampers and associated support systems.

Apartment means part of a Lot in Icon containing an apartment.

Arc means strata plan no. 89924.

Architectural Code means the architectural code for the North Precinct in the Strata Management Statement.

Balcony means a balcony, a terrace, courtyard or wintergarden in an Apartment.

Building Alteration Plan is defined in the Development Act.

Building Management Committee means the building management committee for the North Precinct established according to the Development Act and the Strata Management Statement.

Building Works means:

(a) work involving structural changes to Common Property, including the Common Property walls, floor and ceiling enclosing your Lot; or

(b) work that changes the external appearance of your Lot; or

(c) work involving waterproofing; or

(d) work for which consent or another approval is required under any other Act; or

(e) services in Icon, whether or not they are for the exclusive use of your Lot.

Building Works excludes Minor Renovations and Cosmetics Works.

Caretaker means the building manager appointed by the Owners Corporation according to by-law 11 ("Agreement with Third Parties").

Central Air Apartments means each of Lots 9 and 19 to 234 (inclusive) in Icon.

Central Air Conditioning means the air conditioning plant and equipment located on level 1 and the roof of Icon.

Central Water Heater has the meaning given to that term in by-law 25.2 ("Central Water Heater and Hot Water System").

Common Property means Common Property in Icon and personal property of the Owners Corporation.

Community Room means the room located on the podium level of the Strata Scheme.

Common Property Rights By-Law means by-laws granting an Owner or Owners exclusive use and special privileges in respect of Common Property according to part 7 division 4 of the Management Act as set out in Part 2 of these by-laws (being by-laws 20 to 23 (inclusive)).

Co-operative means Discovery Point Co-operative Limited.

Co-operative Property means:

(b) land and improvements owned by the Co-operative; and

(c) land and improvements which the Co-operative has the right to use, manage or control under Easements, the Co-operative Rules or a lease.

Co-operative Rules means the rules of the Co-operative.

Co-operative Shared Facility has the same meaning as in the Strata Management Statement.

Cosmetic Works has the same meaning as in the Strata Schemes Law.

Council means Rockdale City Council.

Development Act means the *Strata Schemes Development Act 2015 (NSW)*.

Discovery Point means the multi-storey mixed use Development known as "Discovery Point" and generally being the project the subject of a "Masterplan" consent (DA 500/01) granted by Rockdale Council in 2001 and part of which has become the subject of Concept Plan MP10_0003 determined by the Minister for Planning, as modified from time to time.

Easements means any easements, restrictions on use and positive covenants benefiting or burdening any part of Icon or the North Precinct.

Embedded Energy Utilities Operator means Real Utilities Pty Ltd (ACN 150 290 814) or any of its wholly owned subsidiaries and any replacement operator appointed from time to time.

Embedded Network means private networks supplying services in relation to:

(a) Electricity - procurement, supply and metering of electricity; and

(b) Gas - procurement of cooker gas, cooker gas supply and procurement and supply of gas.

Garbage Room means the garbage room located within Icon and includes any component servicing or part of that room including entry doors, floors, walls and ceiling finishes.

General By-Laws means the by-laws which regulate the day-to-day management and operation of Icon as set out in Part 1 of these by-laws (being by-laws 2 to 19 (inclusive)).

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

Green Star Rating means a green star rating issued by the Green Building Council of Australia.

Icon means the strata scheme created on registration of the strata plan registered with these by-laws.

Icon Development Approval means the approval granted on 12 January 2017 by Rockdale City Council of the development application (application number DA 2016/99/A (as amended from time to time).

Inter-Tenancy-Wall means a Common Property wall between two Apartments.

Lot means the strata lot that you own or occupy in Icon.

Management Act means the *Strata Schemes Management Act 2015 (NSW)*.

Marq means strata plan no. 97304.

Minor Renovation has the same meaning as in the Strata Scheme Law.

North Precinct means the land and improvements generally in the areas shown as the North Precinct on the Precinct Plan, being the land and improvements in Watervue, Arc, Shore, Marq, Icon, lot 733 in DP 1238769 and lot 710 in DP 121486S (and any lots and strata schemes into-which part of the land and improvements is subdivided).

Occupier means the occupier, lessee, licensee or person in lawful occupation of an Apartment.

Owner means:

(a) the owner for the time being of an Apartment; and

(b) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and

(c) for a Common Property Rights By-Law, the owner(s) of the Apartment(s) benefiting from the by-law; and

(d) a mortgagee in possession of an Apartment.

Owners Corporation means the owners corporation for the strata plan registered with. these by-laws.

Pool Plant and Gym means the swimming pool plant located on level BO of the Strata Scheme and the gym located at the podium level of the Strata Scheme.

Precinct 1 means the land and improvements in the residential strata scheme known as Greenbank. (Strata Scheme No. 75774) and a commercial strata scheme (SP79520) (and any lots and strata schemes into which it is subdivided).

Precinct 2A means the land and improvements comprised in Vine, Verge, Verge Commercial and lot 399 in DP1161708 and lot 511 in DP1172312 (and any lots and strata schemes into which they are subdivided) generally in the areas shown as Precinct 2A on the Precinct Plan.

Precinct MP1 means the area formerly known as part of Precinct 2B and includes the area within SP89923, SP90232, SP90459, lot 607 in DP1192906 and part of lot 758 in DP1202570 (and any lots and strata schemes into which they are subdivided), generally in the area shown as Precinct MP1 on the Precinct Plan.

Precinct MP2 means the land and improvements in SP91875, SP92529, SP92331, SP93267, SP92332, SP93268, lot 203 in DP1103650, lot 725 in DP1202569 and lot 7S7 and part of lot 758 in DP1202570 (and any lots and strata schemes into which they are subdivided), generally in the area shown as Precinct MP2 on the Precinct Plan.

Precinct 4 means lots 1, 2 and 3 in DP270821 and any community scheme into which it is subdivided, generally in the area shown as Precinct 4 on the Precinct Plan.

Precinct MP5 means the land and improvements generally in the areas shown as Precinct MP5 on the Precinct Plan, being part of the land and improvements in lot 605 in DP1192906 and part of lot 728 in DP1202570 (and any lots and strata schemes into which part of the land and improvements is subdivided).

Precinct Plan means the plan in annexure A of these by-laws.

Precincts means, subject to schedule 4, Precincts 1, 2A, 4, MP1, MP2, North Precinct and MP5.

Representative means a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee.

Rules mean Rules made by the Owners Corporation according to by-law 26 ("Rules").

Recycled Water Plant means the recycled water plant servicing Discovery Point and erected on Co-operative Property.

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

Shared Facilities has the same meaning as it does in the Strata Management Statement.

Shore means strata plan no. 93440.

Strata Committee means the strata committee of the Owners Corporation.

Strata Management Statement means the strata management statement for the North Precinct.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Schemes Law means the *Strata Schemes Management Act 2015* and *Strata Development Act 2015*.

Substitute Representative means a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee and the Co-operative if its Representative cannot attend.

Verge means strata plan no. 77902.

Verge Commercial means strata plan no. 79529.

Vine means strata plan no. 85432.

Waste Facility means the waste facility which is a Co-operative Shared Facility and located in the basement, level BO, of Marq.

Watervue means strata plan no. 90188.

30.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

(a) words that this by-law 30 does not explain have the same meaning as they do in the Management Act; and

(b) the word "you" means an Owner or Occupier; and

(c) a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for Icon; and

(d) a document (including the by-laws) includes any amendment, addition or replacement of it; and

(e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and

(f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and

(g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and

(h) the singular includes the plural and vice versa; and

(i) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

30.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

30.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

30.5 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

31 Car Space (passed 20 April 2023)

If you have a car space you must:

(a) Not use your car space for any purpose other than parking a wheeled vehicle.

(b) provide the Owners Corporation with access to your car space or storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-law

(c) ensure that the vehicle parked fit comfortably with the car space marking and not impede the parking of cares in adjacent lots.

(d) keep your car space clean and tidy;

(e) keep the car space free of vermin;

(f) Only registered and operational vehicles may be parked on the car space; no storage of unregistered, nonoperational and collector vehicles are permitted to be parked or stored in a car space.

(g) not clean, grease oil, wash or carry out any major mechanical works in a car space at any time.

(h) not enclose your car space;

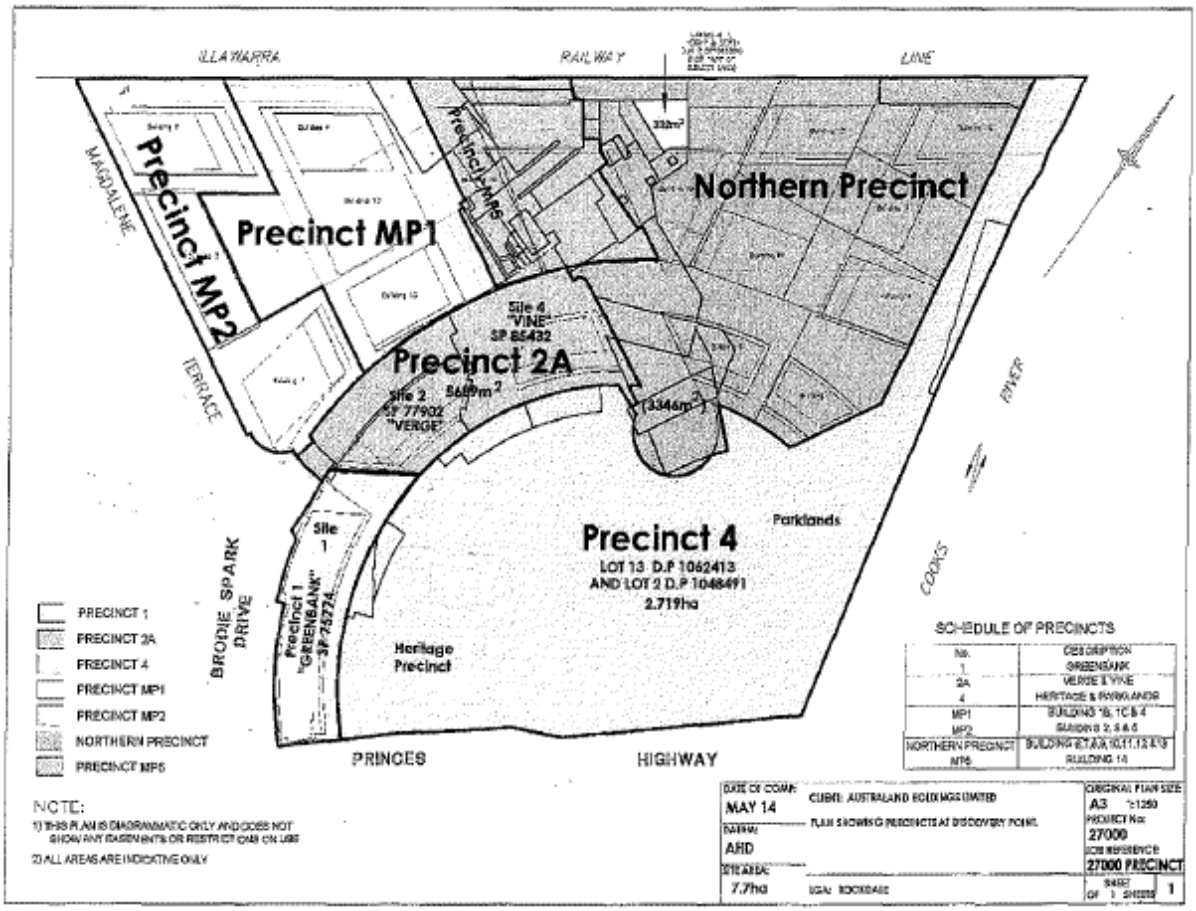
(i) not install, erect, or permit to be installed or erected, any storage facility or access control bollard system, whether fixed or moveable, within a car space unless the prior written approval of the Owners Corporation is obtained.

(j) not keep dangerous, noxious or inflammable items or liquids in the car space.

(k) not stack or have items in your basement Lot within 500mm of any sprinkler head; or (Ensure that any fire sprinklers positioned above their car space are not obstructed in any way), or (under applicable fire safety regulations, which may be notified to you by the Owners Corporation including by signage in the relevant areas of the Building)

(l) repair and make good any damage you cause to the car space.

Annexure A – Precinct Plan



CERTIFICATE UNDER SECTION 184 OF THE STRATA SCHEMES MANAGEMENT ACT 2015

Date of Certificate: **15/10/2018**

Strata scheme in respect of which certificate issued: Strata Plan No. **97305**

Lot in respect of which certificate issued: Lot **34** in Strata Plan No. **97305**

Person requesting certificate:

McCullough Robertson Lawyers
Level 32 MLC Centre, 19 Martin Place, Sydney NSW 2000

(owner / mortgagee / covenant chargee/authorised person).

If an authorised person, authorised by

Discovery Point Group of Companies
Todd Perry
Building C, Level 3, 1 Homebush Bay Drive
RHODES NSW 2138

(owner / mortgagee / covenant chargee).

The owners corporation certifies the following with respect to the lot the subject of this certificate:

1. **Has a strata renewal committee been established? (Yes/No)** NO

2. **Administrative fund – contributions payable by regular periodic instalments or lump sum (section 73(1) of the Act)**

   Total amount last determined with respect to the lot: **$4,318.60**

   Number of instalments payable (if contributions payable by instalments) **4**

   Instalment Details:

Period Start	Period End	Date Issued	Date Due	Amt. GST $	Total Amt. $
01/12/2018	28/02/2019		01/12/2018	78.52	863.72
01/03/2019	31/05/2019		01/03/2019	78.52	863.72

01/06/2019	31/08/2019		01/06/2019	78.52	863.72
01/09/2019	30/11/2019		01/09/2019	78.52	863.72
01/12/2019	29/02/2020		01/12/2019	78.52	863.72

Amount Outstanding/(Credit):

Discount (if any) applicable for early payment: N/A

Brief statement as to the reason for any amount outstanding or in credit:

Date paid to:

3. Capital Works fund – contributions payable by regular periodic instalments or lump sum (section 74(1) of the Act)

Total amount last determined with respect to the lot: **$863.70**

Number of instalments payable (if contributions payable by instalments) **4**

Instalment Details:

Period Start	Period End	Date Issued	Date Due	Amt. GST $	Total Amt. $
01/12/2018	28/02/2019		01/12/2018	15.70	172.74
01/03/2019	31/05/2019		01/03/2019	15.70	172.74
01/06/2019	31/08/2019		01/06/2019	15.70	172.74
01/09/2019	30/11/2019		01/09/2019	15.70	172.74
01/12/2019	29/02/2020		01/12/2019	15.70	172.74

Amount Outstanding/(Credit):

Discount (if any) applicable for early payment: N/A

Brief statement as to the reason for any amount outstanding or in credit:

Date paid to:

4. Amounts payable for additional amenities or services (section 117 of the Act)

Section 117 of the Act provides that an owners corporation may enter into an agreement to provide amenities or services to particular lots. These lots are responsible for payment for amenities and services so provided.

Total amount last determined with respect to the lot:

Number of instalments payable (if contributions payable by instalments)

Instalment Details:

Period Start	Period End	Date Issued	Date Due	Amt. GST $	Total Amt. $

Amount Outstanding/(Credit):

Discount (if any) applicable for early payment: N/A

Brief statement as to the reason for any amount outstanding or in credit:

5. Special contributions to the administrative fund or capital works or other fund (section 81(4) of the Act)

Levy Details of any levy payable under section 81 (4) of the Act

Description	Date Issued	Date Due	Amt. GST $	Total Amt. $	Unpaid $
Mech Vent Exclu use Lot 9, 19 to 234 Adm		01/12/2018	2.07	22.74	22.74
Mech Ven Exclu use Lots 9,19 to 234 CW		01/12/2018	0.41	4.54	4.54
Mech Vent Exclu use Lot 9, 19 to 234 Adm		01/03/2019	2.07	22.74	22.74
Mech Ven Exclu use Lots 9,19 to 234 CW		01/03/2019	0.41	4.54	4.54
Mech Vent Exclu use Lot 9, 19 to 234 Adm		01/06/2019	2.07	22.74	22.74
Mech Ven Exclu use Lots 9,19 to 234 CW		01/06/2019	0.41	4.54	4.54
Mech Vent Exclu use Lot 9, 19 to 234 Adm		01/09/2019	2.07	22.74	22.74

Mech Ven Exclu use Lots 9,19 to 234 CW		01/09/2019	0.41	4.54	4.54

6. Money unpaid under by-law conferring a right or privilege (Division 3 of Part 7 of the Act)

Description	Date Issued	Date Due	Amt. GST $	Total Amt. $	Unpaid $

7. Proposals for funding matters set out in the 10 year capital works plan

No capital works plan has been obtained.

8. Contributions towards costs of legal proceedings (section 90 of the Act)

Amount of any levy payable under section 90 of the Act: **Nil**

Date on which order made under section 90 of the Act:

Number of instalments payable (if contributions payable by instalments)

Instalment Details:

Amount Outstanding/(Credit):

Discount (if any) applicable for early payment: N/A

Brief statement as to the reason for any amount outstanding or in credit:

Brief statement as to the purpose for which the contribution was required:

9. Amount recoverable in relation to work carried out by owners corporation

Amount (if any) recoverable under section 120 of the Act: **Nil**

10. Rate of interest payable on contributions

Rate of interest payable under section 85 of the Act on contributions: **10.00%**

Amount of interest payable in relation to outstanding contributions: **Nil**

Daily interest accrual rate **$0.00**

11. Amount of unpaid contributions and pecuniary penalties

Amount of any unpaid monetary penalty that is payable under section 147 of the Act or any other monetary penalty

Amount of any contribution recoverable as a debt under section 86 of the Act

Total: $0.00

Description	Date Issued	Date Due	Amt. GST $	Total Amt. $	Unpaid $

11.A Particulars of outstanding orders

Particulars of any outstanding building product rectification orders under the Building Products (Safety) Act 2017

12. Particulars on strata roll for lot to which certificate relates

Name of owner

Discovery Point Group of Companies

Address for service of notices on owner

Todd Perry Building C, Level 3, 1 Homebush Bay Drive RHODES NSW 2138

Name and address for service of notices on each mortgagee, covenant chargee or other person who has
given notice to the owners corporation under section 22 of the Act

Interest	Name	Address	Date of Delivery

13. Strata managing agent and building manager

Name and address of strata managing agent appointed under section 49 of the Act:

Strata Plus PO Box H181 AUSTRALIA SQUARE NSW 1215

Name and address of building manager (if any) appointed under section 67 of the Act:

Frasers Property Management

14. Members of strata committee

Office	Name	Address
Chairperson	Todd Perry	Discovery Point Group of Companies Building C, Level 3, 1 Homebush Bay Drive RHODES NSW 2138
Secretary	Todd Perry	Discovery Point Group of Companies Building C, Level 3, 1 Homebush Bay Drive RHODES NSW 2138
Treasurer	Todd Perry	Discovery Point Group of Companies Building C, Level 3, 1 Homebush Bay Drive RHODES NSW 2138

15. By-laws

Particulars of any by-laws made by the owners corporation within the 6 month period before the date of this certificate that have not been lodged at the office of the Registrar-General as at that date

Bylaw Date	Amendment Date	Bylaw Body

16. Insurance policies

Particulars of all insurance policies that have the owners corporation as the insured or as a beneficiary:

Name of Company	Chubb Insurance Australia Limited
Policy Type	Strata Insurance
Policy Number	TBC - new development
Insurance Broker	Jardine Lloyd Thompson Pty Ltd
Last Premium Paid	10/10/2018
Last Premium Amount	$272.86

Policy Expiry	31/10/2018
Notes	Certificate of Currency
Refer to Policy	Refer to the attached Policy for details
Additional Policies:	
Name of Company	Chubb Insurance Australia Limited & AIG
Policy Type	Industrial Special Risks
Policy Number	200318 & 93211208
Insurance Broker	Jardine Lloyd Thompson Pty Ltd
Last Premium Paid	10/10/2018
Last Premium Amount	$2,010.31
Policy Expiry	31/10/2018
Notes	Certificateof Currency
Refer to Policy	Refer to the attached Policy for details

Items 17 and 18 must be completed if the strata scheme is also part of a community scheme

Name of community or precinct association:

Plan Number of community or precinct association:

Community or precinct lot number(s) for precinct or strata scheme:

Address for service of notices

17. Contributions payable to administrative fund of community association or precinct association

Total amount last determined with respect to the lot:

Number of instalments payable (if contributions payable by instalments)

Instalment Details:

Amount Outstanding/(Credit):

Discount (if any) applicable for early payment: N/A

Brief statement as to the reason for any amount outstanding or in credit:

Date paid to:

18. Contributions payable to sinking fund of community association or precinct association

Total amount last determined with respect to the lot:

Number of instalments payable (if contributions payable by instalments)

Instalment Details:

Amount Outstanding/(Credit):

Discount (if any) applicable for early payment: N/A

Brief statement as to the reason for any amount outstanding or in credit:

Date paid to:

Item 19 must be completed if the strata scheme is a member of a building management committee

Name of building management committee: **NORTH PRECINCT - DP1192909**

Plan Number of building management committee: **DP1192909**

Lot Number of building management committee: **732**

Address for service of notices

16 Brodie Spark Drive WOLLI CREEK 2205

19. Contributions payable to the building management committee

Total amount last determined with respect to the lot: **$0.00**

Number of instalments payable (if contributions payable by instalments) **0**

Instalment Details:

Amount Outstanding/(Credit): **0.00**

Discount (if any) applicable for early payment: N/A

Brief statement as to the reason for any amount outstanding or in credit:

Date paid to:

Item 20 must be completed if the strata scheme is required to pay to any other person or body any amount not connected to the maintenance of insurance of the common property

20. Amount payable to any other person or body

Name of person or body:

Brief statement as to the purpose of the payment:

If next payment known;
Amount: **Nil**
Date due:

Amount (if any) outstanding:
Amount (if any) in credit:

The Common seal of – Strata Plan No. 97305 was hereunto affixed on 15th, October 2018 in the presence of David Ferguson or Olivera Ferguson being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.





Note. Section 185 of the Act provides:

185 Strata information certificate is evidence of matters stated in it

A certificate given under this section is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate or a person referred to in the certificate) taking for valuable consideration:

(a) an estate or interest in a lot in a freehold strata scheme to which the certificate relates, or

(b) an estate or interest in a lease of a lot in a leasehold strata scheme to which the certificate relates.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
   (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996* (*Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
   (a) Have the provisions of the Local Government Act, the Environmental Planning and *Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;

© 2013 Copyright of TressCox Lawyers which has approved this page and the following page. Unauthorised reproduction in whole or in part is an infringement of copyright

(ii) when was the building work completed?
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?
18.
    (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

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

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

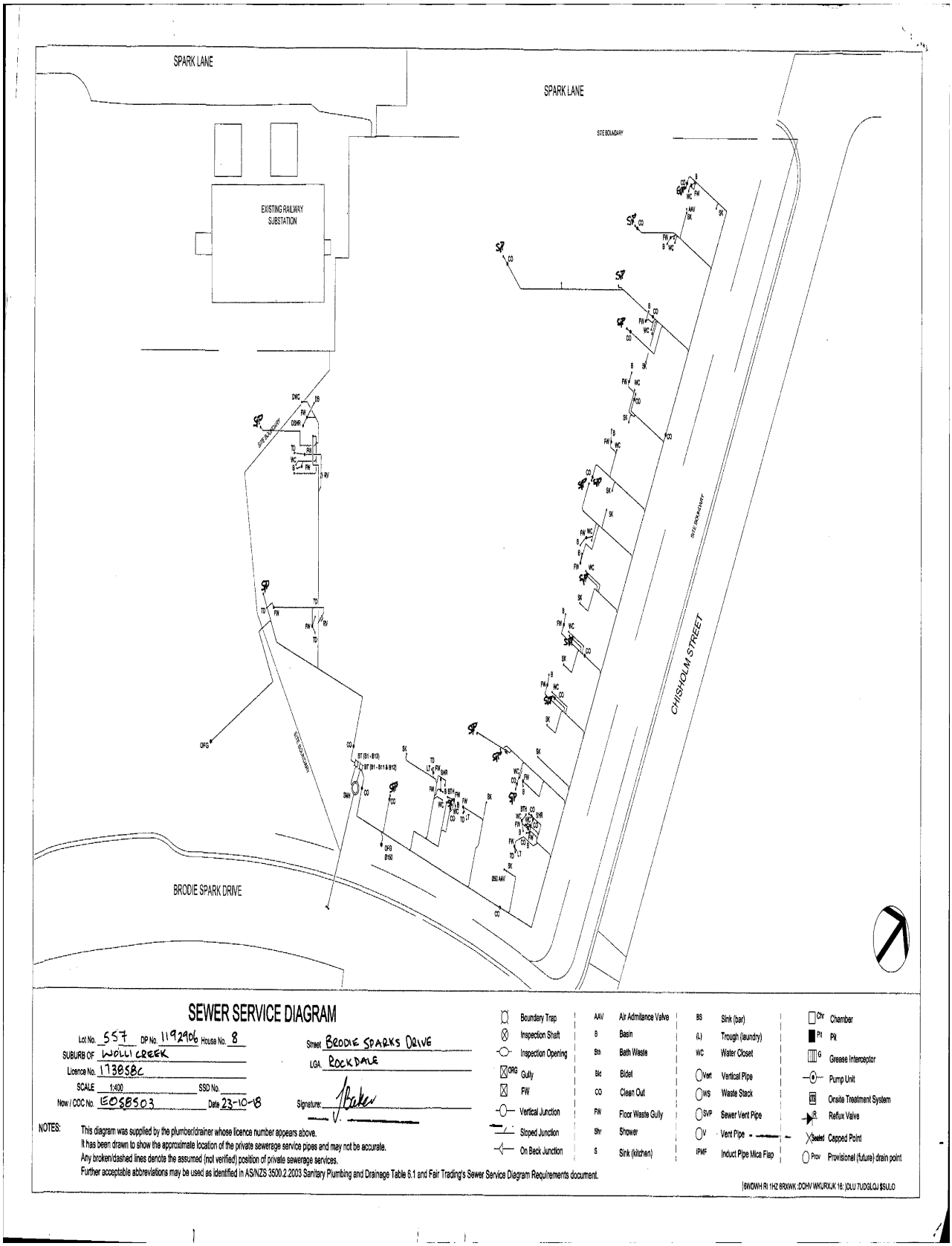
24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Sewer Service Diagram

Application Number: 8005302967

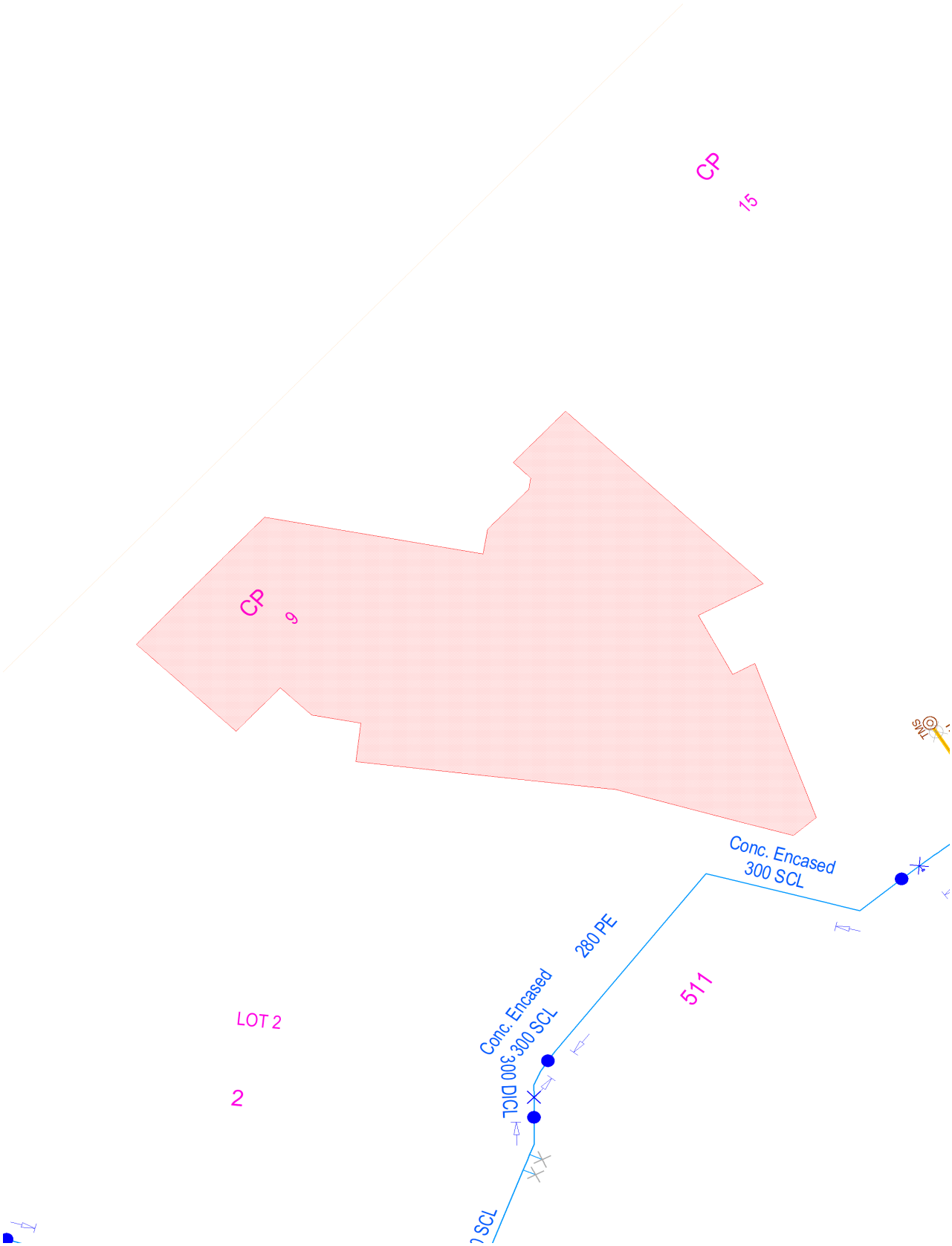


Document generated at 03-06-2026 11:20:20 AM

Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print

Application Number: 8005302939

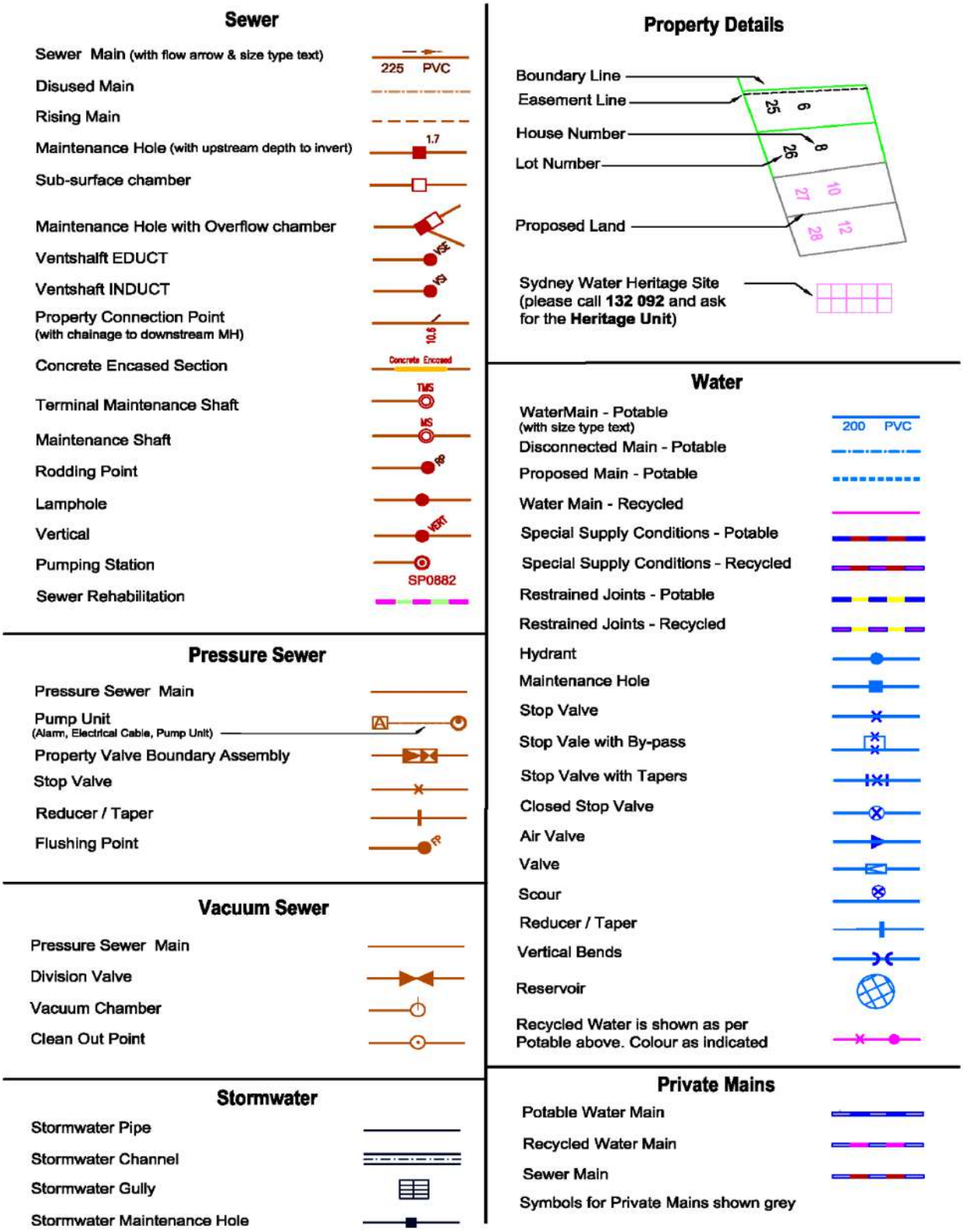


Document generated at 03-06-2026 11:20:26 AM

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



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**.

3 June 2026

Our Ref: Certificate No. 89058

Lincoln Legal Pty Ltd
Shop 7 108 Queens Rd
HURSTVILLE NSW 2220

Dear Sir/Madam

Following is your planning certificate issued under Section 10.7 (2) and (5) of the Environmental Planning and Assessment Act 1979.

This Section 10.7 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from Council's records as they existed at the date of this Certificate.

SECTION 10.7 PLANNING CERTIFICATE

ISSUED TO:
Lincoln Legal Pty Ltd
Shop 7 108 Queens Rd
HURSTVILLE NSW 2220

Fee:	178.00
Receipt No:	6178587
Receipt Date:	3 June 2026
Your Ref:	8342:114044

PROPERTY: 502/9 BRODIE SPARK DRIVE, WOLLI CREEK NSW 2205

Lot 34 SP 97305

Should you have any enquiries, please contact the Council's Customer Service Centre on 1300 581 299.

Yours Sincerely,

David Smith
Manager Strategic Planning

Note: Where this certificate refers to a specific allotment (or allotments) within a strata plan the certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the certificate may relate to the whole or any part of the strata plan.

1 Names of relevant planning instruments and development control plans

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Bayside Local Environmental Plan 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
Bayside Development Control Plan 2022

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

EIE – Improving coastal management and supporting blue carbon and ecosystem restoration projects
EIE – Manufactured Home Estates, Caravan Parks, Camping Grounds and Movable Dwellings – Consultation Draft

EIE – Proposed reforms to outdoor dining on private land and live music venues

EIE – Protecting our trees – changes to deter illegal tree and vegetation clearing

EIE – Proposed changes to complying development for farm buildings, rural sheds and earthworks

EIE – Proposed Climate Change and Natural Hazards State Environmental Planning Policy

EIE – Establishing the Development Coordination Authority

EIE - Variations and changes to complying development

No draft development control plan applies to the land.

In this section—
(1) *Planning Proposal* refers to proposed amendments to a Local Environmental Plan. Planning Proposals and draft development control plans are available to view on Council's website.
(2) *EIE* refers to an Explanation of Intended Effect for proposed amendments to State Environmental Planning Policies. EIEs are available to view on the NSW Planning Portal.

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- **a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or**
- **b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.**

(4) In this section—
***proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.**

2 Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) the identity of the zone, whether by reference to—
- **(i) a name, such as "Residential Zone" or "Heritage Area", or**
- **(ii) a number, such as "Zone No 2 (a)",**

(b) the purposes for which development in the zone—
- **(i) may be carried out without development consent, and**
- **(ii) may not be carried out except with development consent, and**
- **(iii) is prohibited,**

The following zone or zones apply under the environmental planning instrument or draft environmental planning instrument referred to in section 1(1):

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 built from and land uses are commensurate with the level of accessibility, to and from the zone, by public transport, walking and cycling.

2 Permitted without consent
Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Group homes; Hostels; 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; Residential flat buildings; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Waste or resource transfer stations; Vehicle repair stations; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial training facilities; Industries; Jetties; Marinas; Moorings; Mooring Pens; Open cut mining; Port facilities; Recreation facilities (major); Research stations; Residential accommodation; Rural industries; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies

(c) whether additional permitted uses apply to the land,

No

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

No

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

No

(f) whether the land is in a conservation area, however described,

No

(g) whether an item of environmental heritage, however described, is located on the land.

No

3 Contributions plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Wolli Creek and Bonar Street Precincts Urban Renewal Area – Contributions Plan 2019
Rockdale Section 94A Development Contributions Plan 2008

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—
- **(a) the name of the region, and**
- **(b) the name of the Ministerial planning order in which the region is identified.**

The land is within the Greater Sydney region. The *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024* applies to this land.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

(4) In this section—
***continued 7.23 determination* means a 7.23 determination that—**
- **(a) has been continued in force by the Act, Schedule 4, Part 1, and**
- **(b) has not been repealed as provided by that part.**

The land is not within a special contributions area to which a continued 7.23 determination applies.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

(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.

Housing Code
Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is classified as an environmentally sensitive area as it is identified as, or is within 100m of a “coastal wetlands” on the *Coastal Wetlands and Littoral Rainforests Area Map* (within the meaning of *State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2*).

Inland Code
Not applicable

Low Rise Housing Diversity Code
Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is classified as an environmentally sensitive area as it is identified as, or is within 100m of a "coastal wetlands" on the *Coastal Wetlands and Littoral Rainforests Area Map* (within the meaning of *State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2*).

Pattern Book Development Code
Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is classified as an environmentally sensitive area as it is identified as, or is within 100m of a "coastal wetlands" on the *Coastal Wetlands and Littoral Rainforests Area Map* (within the meaning of *State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2*).

Rural Housing Code
Complying development **may not be** carried out on the land in accordance with the above code for the following reason/s:

Part of the land is classified as an environmentally sensitive area as it is identified as, or is within 100m of a "coastal wetlands" on the *Coastal Wetlands and Littoral Rainforests Area Map* (within the meaning of *State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2*).

Greenfield Housing Code
Not applicable

Industrial and Business Buildings Code
Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is classified as an environmentally sensitive area as it is identified as, or is within 100m of a "coastal wetlands" on the *Coastal Wetlands and Littoral Rainforests Area Map* (within the meaning of *State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2*).

Housing Alterations Code
Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is classified as an environmentally sensitive area as it is identified as, or is within 100m of a "coastal wetlands" on the *Coastal Wetlands and Littoral Rainforests Area Map* (within the meaning of *State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2*).

General Development Code
Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is classified as an environmentally sensitive area as it is identified as, or is within 100m of a "coastal wetlands" on the *Coastal Wetlands and Littoral Rainforests Area Map* (within the meaning of *State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2*).

Industrial and Building Alterations Code
Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is classified as an environmentally sensitive area as it is identified as, or is within 100m of a "coastal wetlands" on the *Coastal Wetlands and Littoral Rainforests Area Map* (within the meaning of *State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2*).

Container Recycling Facilities Code
Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is classified as an environmentally sensitive area as it is identified as, or is within 100m of a "coastal wetlands" on the *Coastal Wetlands and Littoral Rainforests Area Map* (within the meaning of *State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2*).

Subdivisions Code
Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is classified as an environmentally sensitive area as it is identified as, or is within 100m of a "coastal wetlands" on the *Coastal Wetlands and Littoral Rainforests Area Map* (within the meaning of *State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2*).

Demolition Code
Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is classified as an environmentally sensitive area as it is identified as, or is within 100m of a "coastal wetlands" on the *Coastal Wetlands and Littoral Rainforests Area Map* (within the meaning of *State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2*).

Fire Safety Code
Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is classified as an environmentally sensitive area as it is identified as, or is within 100m of a "coastal wetlands" on the *Coastal Wetlands and Littoral Rainforests Area Map* (within the meaning of *State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2*).

Notes:
(1) If a reference is made to "part of the land", Complying Development **may be** carried out on the portion of the land not subject to such a restriction.
(2) This certificate only addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is your responsibility to ensure that you comply with any other general requirements of the *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
Exempt Development **may be** carried out on the land under the above code, subject to assessment against requirements of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Advertising and Signage Exempt Development Code
Exempt Development **may be** carried out on the land under the above code, subject to assessment against requirements of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Temporary Uses and Structures Exempt Development Code
Exempt Development **may be** carried out on the land under the above code, subject to assessment against requirements of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

a) an affected building notice is in force in relation to the land, or

b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) In this section—
***affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.**

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

Council **is not aware of an issue** of a notice of intention or order pertaining to building product rectification works (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.

The land **is not** subject to acquisition by an authority of the State.

8 Road widening and road realignment

Whether the land is affected by any road widening or road realignment under—
(a) the *Roads Act 1993*, Part 3, Division 2, or

No

Note: Land affected by any road widening or road realignment under the *Roads Act 1993*, Part 3, Division 2 would be listed in the NSW Government Gazette.

(b) an environmental planning instrument, or

No

(c) a resolution of the council.

No

Note: Information provided in this section is provided to the best of Council's knowledge.

9 Flood related development controls

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes – The land or part of the land **is** within the flood planning area.
Yes – The land **is** subject to relevant flood related development controls.

(2) If 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.

Yes – The land or part of the land **is** between the flood planning area and the probable maximum flood.
Yes – The land **is** subject to relevant flood related development controls.

(3) In this section—
***flood planning area* has the same meaning as in the Flood Risk Management Manual.**

***Flood Risk Management Manual* means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.**

***probable maximum flood* has the same meaning as in the *Flood Risk Management Manual*.**

10 Council and other public authority policies on hazard risk restrictions

(1) 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.
(2) In this section—
***adopted policy* means a policy adopted—**
(a) by the council, or
(b) 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.

Rockdale City Council 1999, *Contaminated Land Policy*.

11 Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
(2) If none of the land is bush fire prone land, a statement to that effect.

The land **is not** bush fire prone land.

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

The land **is not** so listed.

Note: Information provided in this section is to the best of Council's knowledge. A Loose-fil Asbestos Insulation Register is available on the NSW Planning website.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No

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.
(2) The date of a subdivision order that applies to the land.
(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

The land **is not** so affected.

15 Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

The land **is not** land to which a property vegetation plan applies.

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship

agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Note— *Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.*

The land **is not** subject to any such agreement.

17 Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

Note— *Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.*

The land **is not** biodiversity certified land.

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 the council has been notified of the order.

No

Note: Notification of such an order in this section will only be provided if Council has been notified. Orders made under the *Trees (Disputes Between Neighbours) Act 2006* may be available on the NSW Case Law website.

19 Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

(1) **If the *Coastal Management Act 2016* applies to the council, 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.**

(2) **In this section—**
***existing coastal protection works* has the same meaning as in the *Local Government Act 1993*, section 553B.**

Note— Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

The land **is not** subject to annual charges.

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.

The land **is not** subject to the *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4.

21 Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

Not applicable

Note: Conditions of development consent are available on Bayside Council's DA Tracker webpage.

22 Site compatibility certificates and development consent conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
(a) the period for which the certificate is current, and
(b) that a copy may be obtained from the Department.

Not applicable

Note: Site Compatibility Certificates are available on the NSW Planning Portal.

(2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).

Not applicable

Note: Conditions of development consent are available on Bayside Council's DA Tracker webpage.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

Not applicable

Note: Conditions of development consent are available on Bayside Council's DA Tracker webpage.

(4) In this section—
former site compatibility certificate* means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009.

23 Water or sewerage services

If water or sewerage services are, or are to be provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to the approvals and licenses necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

A licence **does not exist** under the *Water Industry Competition Act 2006* to provide water and/or sewerage services to the land.

24 Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993,* section 202B.

No

25 Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

No

Section 59(2) Contaminated Land Management Act 1997

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued;

Not applicable

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued;

Not applicable

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued;

Not applicable

(d) that the land to which the certificate relates is subject to an ongoing maintenance

order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued; and

Not applicable

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

The land **is the subject of** a site audit statement.

[End of information under section 10.7 (2)]

ADVICE UNDER SECTION 10.7 (5)

Note: The Council is under no obligation to furnish any of the information supplied below. Equally, it may be that not every relevant matter relating to the land is provided below. The Council draws your attention to section 10.7 (6) of the *Environmental Planning and Assessment Act 1979* which states that a council shall not incur any liability in respect of any advice provided in good faith under section 10.7 (5).

Further to your application for information under section 10.7 (5) of the *Environmental Planning & Assessment Act 1979* (EP&A Act), the Council has resolved to supply answers to the following questions:

Details of the Annual Noise Exposure Forecast (ANEF) applying to the land

The ANEF affectation of the land is **less than 20**.

Note: The ANEF level may restrict the development of the land due to the risk of exposure to aircraft noise.

Information that indicates whether or not any additional hazards exist for which no policy of council exists to restrict development

Moomba to Sydney Pipeline

The property is within the Notification Zone of the Moomba to Sydney Pipeline that runs from the Botany Industrial Park in the east of the Bayside Local Government Area (LGA) through to the northern boundary of the LGA from Wolli Creek to Kingsgrove. Development Applications and Planning Proposals received by Council for land within the Notification Zone will be referred to the APA Group and the NSW Department of Planning, Housing and Infrastructure (DPHI) for consideration and comment. Development Applications that APA and DPHI should be notified of within the Notification Zone are as follows:

- Child care centres;
- Educational facilities;
- Health care services;
- Hospitals;
- Residential care facilities;
- Retirement facilities;
- Hotels;
- Function facilities;
- Detention facilities;
- Places of worship.

For more information, please contact the APA Group via email at APAprotection@apa.com.au.

Note: *Please note that Council provides the information in good faith. Council does not accept any liability in respect of such advice. The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this Planning Certificate.*

[End of advice under Section 10.7 (5)]

STEVE WATSON & PARTNERS
BUILDING CODE CONSULTANTS • BUILDING SURVEYORS & CERTIFIERS

Steve Watson and Partners (NSW) Pty Ltd
Level 17, 456 Kent Street, Sydney NSW 2000
Phone: (02) 9283 6555 | Fax: (02) 9283 8500
SYDNEY • MELBOURNE • BRISBANE • CANBERRA
info@swpartners.com.au www.swpartners.com.au
ABN 48 102 366 576

FINAL OCCUPATION CERTIFICATE

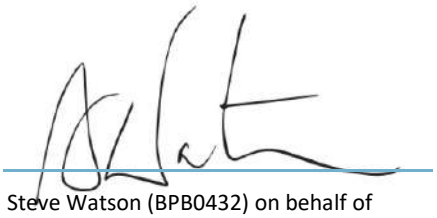
Issued under the Environmental Planning and Assessment Act 1979.

Final Occupation Certificate No. 14/1923/01

Steve Watson & Partners certify that:

- It has been appointed as the Principal Certifier under section 6.5 (prev. s109E) of the Act.
- A Development Consent or Complying Development Certificate is in force with respect to the building, and
- Construction Certificate has been issued with respect to the plans and specifications for the building, OR
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Such other requirements of the Regulations as are required to be complied with prior to the issue of this certificate.

Applicant	Name: **Discovery Point Pty Ltd** Address: **Level 2, 1C Homebush Bay Drive** Suburb: **Rhodes** State: **NSW** Postcode: **2138**
Location of the Property	Address: **1 – 15 Chisolm Street** Suburb: **Wolli Creek** State: **NSW** Postcode: **2205** Real Property Description: **Lot 557 DP1192909**
Building Description	**Construction of a twenty-two (22) storey residential flat building comprising of 234 sole occupancy units, an indoor pool, community facilities including a gym and cinema, basement and above ground carparking and podium landscaping**
Building Code of Australia Classification	**Class 2 & 7a**
Date of Receipt	Date Received: **2nd October 2018**
Determination	**Approved** Date of Determination: **16th October 2018**
Development Consent	Development Consent Number: **DA-2016/99** Council: **Bayside Council** Date of Determination: **8th September 2016** S4.55 Modification (prev. S96): **DA-2016/99/A** Date of Determination: **12th January 2017**
Construction Certificate	Construction Certificate Number: **14/1923/01, 14/1923/02, 14/1923/02 and 14/1923/04** Date of Determination: **14th February 2017**, **25th September 2017, 16th March 2018 and 23rd July 2018**



Steve Watson (BPB0432) on behalf of
Steve Watson and Partners
Accreditation Body: **BPB** Accreditation no: **ABC1** Date of Endorsement: **Tuesday 16 October 2018**

Enquiry ID	4574354
Agent ID	81429403
Issue Date	03 Jun 2026
Correspondence ID	1834053207
Your reference	268342

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S97305/34	Unit 502, 9 BRODIE SPARK DRVE WOLLI CREEK 2205	$38 539	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2026 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Phil Minns

Chief Commissioner of State Revenue

Revenue NSW
GPO Box 4042, Sydney NSW 2001 | DX 456 Sydney
T 02 7808 6900 | revenue.nsw.gov.au

Important information

Who is protected by a clearance certificate?
A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?
Under section 47 of the *Land Tax Management Act 1956,* land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?
A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?
A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds
The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

Australian Government
Australian Taxation Office

MS FEI CAI
C/- AMANDA HUANG
SHOP 7 108 QUEENS ROAD
HURSTVILLE NSW 2220

Our reference: 7170706656645
Phone: **13 28 66**

3 June 2026

Your foreign resident capital gains withholding clearance certificate

› Purchasers are not required to withhold and pay an amount
› Provide a copy to the purchaser and retain a copy for your records

Hello FEI,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411208098387
Vendor name	FEI CAI
Clearance Certificate Period	3 June 2026 to 3 June 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Ben Kelly
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.