

SP82945

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Approved Form 27

By-Laws

Instrument setting out the terms of by-laws to be created upon registration of the Strata Plan

1 NOISE

An owner or occupier of a lot must not create any noise on a lot or the property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 VEHICLES

- (a) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (b) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

3 OBSTRUCTION OF COMMON PROPERTY

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property; or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 DAMAGE TO COMMON PROPERTY

- (a) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

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- (b) An approval given by the owners corporation under by-law 5(a) cannot authorise any additions to the common property.
- (c) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (i) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot;
 - (ii) any screen or other device to prevent entry of animals or insects on the lot;
 - (iii) any structure or device to prevent harm to children;
 - (iv) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations; or
 - (v) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (d) Any such locking or safety device, screen, other device, structure or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (e) Despite section 62 of the Strata Schemes Management Act 1996 (NSW) (Act), the owner of a lot must:
 - (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5(c) that forms part of the common property and that services the lot; and
 - (ii) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in by-law 5(c) that forms part of the common property and that services the lot.

6 BEHAVIOUR OF OWNERS AND OCCUPIERS

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

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7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 BEHAVIOUR OF INVITEES

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 DRYING OF LAUNDRY ITEMS

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 CLEANING WINDOWS AND DOORS

- (a) Except in the circumstances referred to in by-law 11(b), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (b) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

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12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- (a) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 CHANGES TO FLOOR COVERINGS

- (a) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (b) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 FLOOR COVERINGS

- (a) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (b) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 GARBAGE DISPOSAL

- (a) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (i) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered;

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- (ii) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
 - (iii) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected;
 - (iv) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in by-law 15(a)(i);
 - (v) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier; and
 - (vi) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (b) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (i) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
 - (ii) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (c) An owner or occupier of a lot:
- (i) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material;

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- (ii) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste; and
- (iii) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (d) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (e) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 KEEPING OF ANIMALS

- (a) Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (b) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

17 APPEARANCE OF LOT

- (a) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (b) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10

18 CHANGE IN USE OF LOT TO BE NOTIFIED

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

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19 PRESERVATION OF FIRE SAFETY

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

20 PREVENTION OF HAZARDS

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

21 PROVISION OF AMENITIES OR SERVICES

(a) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (i) security services;
- (ii) promotional services;
- (iii) advertising;
- (iv) commercial cleaning;
- (v) domestic services;
- (vi) garbage disposal and recycling services;
- (vii) electricity, water or gas supply; and
- (viii) telecommunication services (for example, cable television).

(b) If the owners corporation makes a resolution referred to in by-law 21(a) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

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22 CONTROLS ON HOURS OF OPERATION AND USE OF FACILITIES

- (a) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - (i) that commercial or business activities may be conducted on a lot or common property only during certain times; and
 - (ii) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (b) An owner or occupier of a lot must comply with a determination referred to in by-law 22(a).

23 COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

- (a) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (b) The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

24 ADVERTISING, SELLING AND LEASING ACTIVITIES

- (a) An owner or occupier must not, except with the prior approval of the owners corporation acting reasonably, erect, display, affix or exhibit in the strata parcel any Advertising visible from any lot or common property or from outside the strata parcel.
- (b) Key Urban can, without obtaining the approval of the owners corporation, erect, display, affix or exhibit Advertising in connection with Selling and Leasing Activities, on common property, or on any lot of which Key Urban is the owner or occupier.
- (c) In erecting, displaying, affixing or exhibiting Advertising in accordance with by-law 24(b), Key Urban must:
 - (i) use reasonable endeavours to ensure that owners or occupiers are caused as little inconvenience as is reasonably practicable; and
 - (ii) cause any damage resulting from the Advertising to be repaired on a timely basis and in a good workmanlike manner.

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- (d) Key Urban can, without obtaining the approval of the owners corporation, use any lot of which Key Urban is the owner or occupier, as a display unit in connection with Selling and Leasing Activities.
- (e) Key Urban can, without obtaining the approval of the owners corporation, hold events and functions in connection with Selling and Leasing Activities on common property or on any lot of which Key Urban is the owner or occupier.
- (f) For the purposes of this by-law 24;
 - (i) **Advertising** means any sign, placard, banner, notice or other marketing material;
 - (ii) **Key Urban** means Key Urban Pty Limited (ACN 108 214 213) and any persons authorised by Key Urban Pty Limited; and
 - (iii) **Selling and Leasing Activities** means the activities relating to the sale, including sale by auction, and leasing of lots.

25 AIR CONDITIONING SYSTEM

- (a) The owner of a lot where an Air Conditioning System exclusively servicing the lot is partly in the lot and partly in common property or is wholly in common property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Air Conditioning System on the following conditions:
 - (i) the owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law 25 and the use of the Air Conditioning System;
 - (ii) the owner complies with all requirements of any governmental or statutory authority in connection with the Air Conditioning System;
 - (iii) the owner is responsible for the running costs of the Air Conditioning System;
 - (iv) the owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Air Conditioning System;
 - (v) the owner is responsible for the renewal or replacement of the Air Conditioning System, if necessary; and

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- (vi) the owners corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the common property contiguous to the Air Conditioning System.
- (b) For the purposes of this by-law 25, Air Conditioning System means air conditioning plant and associated pipes, wires, cables and ducts installed at any time.

26 MECHANICAL VENTILATION SYSTEM

- (a) The owner of a lot where a Mechanical Ventilation System exclusively servicing the lot is partly in the lot and partly in common property or is wholly in common property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Mechanical Ventilation System on the following conditions:
 - (i) the owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law 26 and the use of the Mechanical Ventilation System;
 - (ii) the owner complies with all requirements of any governmental or statutory authority in connection with the Mechanical Ventilation System;
 - (iii) the owner is responsible for the running costs of the Mechanical Ventilation System;
 - (iv) the owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Mechanical Ventilation System;
 - (v) the owner is responsible for the renewal or replacement of the Mechanical Ventilation System, if necessary; and
 - (vi) the owners corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the common property contiguous to the Mechanical Ventilation System.
- (b) For the purposes of this by-law 26, Mechanical Ventilation System means mechanical ventilation plant and associated pipes, wires, cables and ducts installed at any time.

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27 RULES

- (a) In addition to its powers under the Act and under other by-laws, the owners corporation has the power under this by-law 27 to make rules about the control, management, operation, use and enjoyment of the strata parcel generally and common property or a part of it, in particular (Rules).
- (b) The owners corporation may vary Rules at any time.
- (c) If a Rule is inconsistent with the Act, any by-law or a requirement of a governmental or statutory authority, the Act, the by-law or the requirement of the relevant authority, as the case may be, prevail to the extent of the inconsistency.
- (d) Rules bind an owner and occupier of a lot and any person on the strata parcel with the express or implied consent of an owner or occupier of a lot or the owners corporation.

28 ENCLOSING CAR PARKING SPACES

A car parking space must not, except with the prior approval of the owners corporation, be enclosed.

29 NO BROTHELS

An owner or occupier of a lot must not use the lot, or any other part of the parcel, from which to operate a brothel.

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EXECUTED by KEY URBAN PTY
LIMITED (ACN 108 214 213) in accordance
with section 127 of the Corporations Act:

D. War

Signature of Sole Director/Secretary

David Brian Ward

Name of Sole Director/Secretary
(block letters)

THE COMMON SEAL of BALANCED
SECURITIES LIMITED (ACN 083 514 685)
being a company with more than one
director is hereby affixed in accordance with
its Constitution in the presence of:



Signature of Director

DAVID MORTON GLEER
Name of Director (block letters)

EXECUTED by GRESHAM PROPERTY
FUNDS MANAGEMENT LTD (ACN 092
191 270) as trustee for the Gresham
Property Fund No 3 Investment Trust in
accordance with section 127 of the
Corporations Act:

[Signature]
Signature of Director

David Burnell
Name of Director (block letters)

[Signature]
Signature of Director/Secretary

MICHAEL BRUCE BURLEY
Name of Director/Secretary (block letters)

REGISTERED



7.12.2009

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.

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Plan of subdivision of Lot 1 DP 1131587
covered by Strata Certificate No. 36/09

Full name and address of
the owner of the land:

Key Urban Pty Limited
(ACN 108 214 213)
Suites 1-8, Kellicar Lane, Macarthur Square,
Gilchrist Drive, Campbelltown, NSW, 2560

PART 1 (CREATION)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land 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 PADMOUNT SUBSTATION 2.75 WIDE (D) (LIMITED IN STRATUM)	Common Property	Integral Energy Australia
2	EASEMENT FOR HIGH VOLTAGE CABLE ROOM VARIABLE WIDTH (E)	Common Property	Integral Energy Australia
3	RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (F) (LIMITED IN STRATUM)	Common Property	Integral Energy Australia
4	POSITIVE COVENANT	Common Property	Integral Energy Australia



D. Duncan



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PART 2 (TERMS)

- 1 Terms of EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D) (LIMITED IN STRATUM) numbered 1 in the Plan
 - 1.1 The Prescribed Authority may:
 - (a) Install Electrical Equipment within the Easement Site;
 - (b) excavate the Easement Site to Install the Electrical Equipment;
 - (c) use the Electrical Equipment for the transmission of electricity;
 - (d) enter the Burdened lot using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time;
 - (e) trim or remove any vegetation from the Burdened lot that interferes with or prevents reasonable access to the Easement Site or the Electrical Equipment; and
 - (f) remove any encroachments from the Easement Site and recover the costs of carrying out the removal work and repairing any damage done to the Electrical Equipment by the encroachment.
 - 1.2 In exercising its rights under this easement the Prescribed Authority will take reasonable precautions to minimise disturbance to the Burdened lot and will restore the Burdened lot as nearly as practicable to its original condition.
 - 1.3 The Owner agrees that it will not:
 - (a) Install or permit to be installed any Services or Structure within the Easement Site;
 - (b) alter the surface level of the Easement Site;
 - (c) do or permit to be done anything that restricts access to the Easement Site by the Prescribed Authority; or
 - (d) erect a fence or gate to restrict access to the Easement Site from the public road,

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without the written permission of the Prescribed Authority and in accordance with such conditions as the Prescribed Authority may reasonably impose.

- 1.4 The Prescribed Authority will not be responsible if the Electrical Equipment causes magnetic interference to computer equipment or electronic equipment operated within the Burdened lot.
- 1.5 The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.
- 1.6 In this easement:
- (a) Easement Site means that part of the Burdened lot that is affected by this easement;
 - (b) Electrical Equipment includes an electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment;
 - (c) Install includes construct, repair, replace, maintain, modify, use, and remove;
 - (d) Owner means the registered proprietor of the Burdened lot and its successors (including those claiming under or through the registered proprietor);
 - (e) Prescribed Authority means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it);
 - (f) Services includes overhead and underground gas, telephone, communications, water, sewage, and drainage services; and
 - (g) Structure includes a building, wall, retaining wall, carport, driveway, fence, and swimming pool, but excludes garden furniture and garden ornaments.
- 2 Terms of EASEMENT FOR HIGH VOLTAGE CABLE ROOM VARIABLE WIDTH (E) numbered 2 in the Plan
- 2.1 The Prescribed Authority may:
- (a) Install Electrical Equipment within the Cable Room;
 - (b) use the Electrical Equipment for the transmission of electricity;

  
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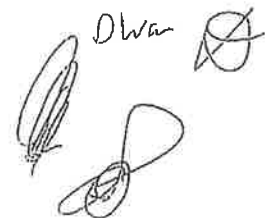
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- (c) enter the Burdened lot (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time;
 - (d) install its own security door to gain access to the Cable Room and to prevent unauthorized access by others; and
 - (e) connect the Cable Room with any Services within the Building such as trade waste or stormwater drainage.
- 2.2 The Prescribed Authority agrees that it will not cut, drill, alter or demolish any part of the Building necessary to install or operate the Electrical Equipment without the permission of the Owner and in accordance with such conditions as the Owner may reasonably impose.
- 2.3 In exercising its rights under this easement the Prescribed Authority will:
- (a) take reasonable precautions to minimise disturbance to the Burdened lot;
 - (b) give the Owner or building manager prior notice of any proposed work other than emergencies, routine inspections and minor maintenance works;
 - (c) comply with any building regulations such as traffic directions to which the other owners and occupiers are subject; and
 - (d) avoid any unnecessary inconvenience to the Owner and any occupiers.
- 2.4 The Owner agrees that it will not:
- (a) enter the Cable Room unless accompanied by an authorised officer of the Prescribed Authority;
 - (b) cut, drill, alter or demolish any part of the Cable Room wall without the permission of the Prescribed Authority;
 - (c) interfere with any Services such as drainage and electricity to which the Cable Room is connected; or
 - (d) do or permit to be done anything that unreasonably restricts access to the Cable Room by the Prescribed Authority.

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Handwritten signature and initials, including the name 'Dwan' and a circular stamp.

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2.5 In this easement:

- (a) **Building** means the building within which the Electrical Equipment is located;
- (b) **Cable Room** means that part of the Burdened lot that is affected by this easement;
- (c) **Electrical Equipment** includes electrical cable, cable tray, services and ancillary equipment;
- (d) **Install** includes construct, repair, replace, maintain, modify, use, and remove;
- (e) **Owner** means the registered proprietor of the Burdened lot and its successors (including those claiming under or through the registered proprietor);
- (f) **Prescribed Authority** means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it); and
- (g) **Services** includes electricity, ventilation and drainage services.

3 Terms of RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (F)
(LIMITED IN STRATUM) numbered 3 in the Plan

3.1 No Building shall be Erected or permitted to remain within the Restriction Site unless:

- (a) the external surface of the Building erected within 1.5 metres from the substation footing has a 120/120/120 Fire Rating; and
- (b) the external surface of the Building Erected more than 1.5 metres from the substation footing has a 60/60/60 Fire Rating

and the Owner provides the Prescribed Authority with an engineer's certificate to this effect.

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- 3.2 The fire ratings mentioned in clause 3.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 3.3 In this restriction on the use of land:
- (a) **120/120/120 Fire Rating and 60/60/60 Fire Rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530;
 - (b) **Building** means a substantial structure with a roof and walls and includes any projections from the external walls;
 - (c) **Erect** includes construct, install, build and maintain;
 - (d) **Owner** means the registered proprietor of the Burdened lot and its successors (including those claiming under or through the registered proprietor);
 - (e) **Prescribed Authority** means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it); and
 - (f) **Restriction Site** means that part of the Burdened lot affected by this restriction on the use of land as shown on the Plan up to a maximum height of 6 metres from the level of the substation footing.
- 4 **Terms of POSITIVE COVENANT numbered 4 in the Plan**
- 4.1 The Owner covenants with the Prescribed Authority that the Owner:
- (a) will construct a Fire Proof Wall adjacent to the south eastern boundary of the Restriction on the Use of Land (being item 3 in the Plan); and
 - (b) will maintain the Fire Proof Wall in a satisfactory state of repair and in accordance with any reasonable conditions that the Prescribed Authority may impose.
- 4.2 In this positive covenant:
- (a) **60/60/60 Fire Rating** means the fire resistance level of a building structure expressed as a grading period in minutes for structural adequacy/integrity

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failure/insulation failure calculated in accordance with Australian Standard 1530;

- (b) Fire Proof Wall means a wall of brick, concrete or other material necessary to achieve a 60/60/60 Fire Rating up to a minimum height of 6 metres from the level of the substation footing within the section shown as (G) on the Plan. It also includes any structures attached to the wall such as eaves and gutters;
- (c) Owner means the registered proprietor of the Burdened lot and its successors (including those claiming under or through the registered proprietor);
- (d) Padmount Substation means padmount substation No. 26005; and
- (e) Prescribed Authority means Integral Energy Australia and its successors (who may exercise its rights by any person authorised by it).

- 5 Name of the Authority empowered to release, vary or modify the EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D) (LIMITED IN STRATUM), EASEMENT FOR HIGH VOLTAGE CABLE ROOM VARIABLE WIDTH (E), RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (F) (LIMITED IN STRATUM) and POSITIVE COVENANT numbered 1-4 in the Plan

Integral Energy Australia

 
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Plan: **SP82945**

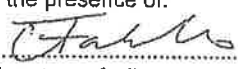
Plan of subdivision of Lot 1 DP 1131587
covered by Strata Certificate No. **36/09**

EXECUTED by KEY URBAN PTY
LIMITED (ACN 108 214 213) in accordance
with section 127 of the Corporations Act:


Signature of Sole Director/Secretary

David Brian Ward
Name of Sole Director/Secretary
(block letters)


(ABN 59 253 130 878)
EXECUTED by INTEGRAL ENERGY
AUSTRALIA (ACN 253 130 878) by its
Attorney pursuant to Power of Attorney
Book 4573 No. 297 dated
in the presence of:


Signature of witness

Louise Fabrello
Name of witness (block letters)

c/- 51 Huntingwood Dr HUNTINGWOOD
Address of witness (block letters)
NSW 2148


Name: **GEOFF RIETHMULLER**
Position: **NETWORK PROPERTY MGR**
Date: **28 October 2009**

By executing this instrument the attorney
states that the attorney has received no
notice of revocation of the power of attorney

1 ML 3492

ePlan
(Sheet 9 of 9 sheets)

Plan: **SP82945**

Plan of subdivision of Lot 1 DP 1131587
covered by Strata Certificate No. 36/05

THE COMMON SEAL of BALANCED
SECURITIES LIMITED (ACN 083 514 685)
being a company with more than one
director is hereby affixed in accordance with
its Constitution in the presence of:



.....
Signature of Director

.....
DAVID MORTON CLEER
Name of Director (block letters)

EXECUTED by GRESHAM PROPERTY
FUNDS MANAGEMENT LTD (ACN 092
191 270) as trustee for the Gresham
Property Fund No 3 Investment Trust in
accordance with section 127 of the
Corporations Act:

.....
Signature of Director

.....
DANIEL BURNER
Name of Director (block letters)

.....
Signature of Director/Secretary

.....
MICHAEL BRUCE BURLEY
Name of Director/Secretary (block letters)

REGISTERED



7.12.2009