



Application form (1025) for;

- Erection of Mooring Pole(s) and or Pontoon (attach with form 1019 as necessary).
- Other devices on, or over Company land.
- Use of Company land to moor a vessel.
- Alterations/maintenance to existing sea walls (attach with form 1020 as necessary).
- New Sea Wall (attach with form 1020 as necessary).

✓ Appropriate box

1. Applicant Details (must be property owner) “the applicant” as noted on property deed.

Given Name.....Family Name.....

Given Name.....Family Name.....

Waterfront Property Address.....,Sylvania Waters, NSW, 2224.

Postal Address (if different to above).....

Mobile..... Contact name.....

Mobile..... Contact name.....

Email..... Contact name.....

Email..... Contact name.....

Allow communications via SMS Yes No

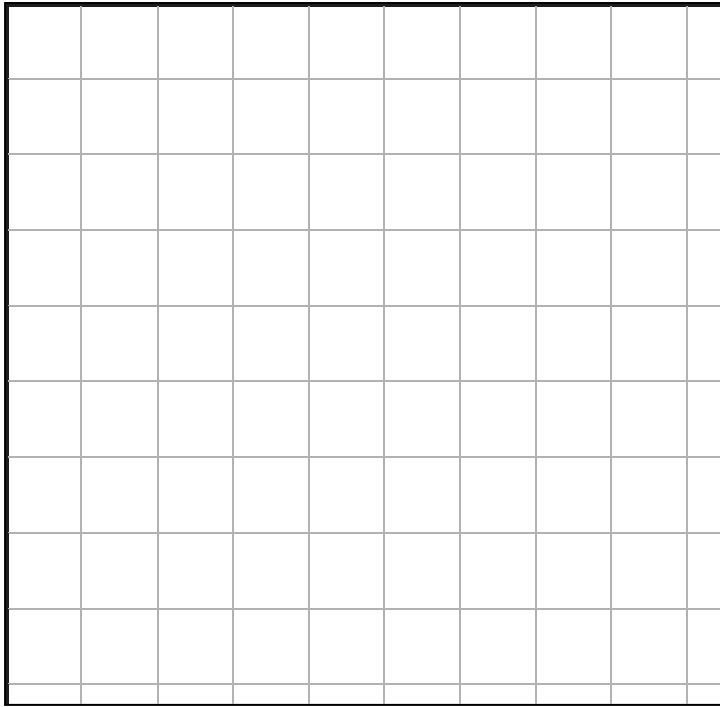
Applicant Current Member Yes No

COMPLETED FORMS TO BE RETURNED TO;

Sylvania Waterways Ltd
C/- Michael Corbett-Jones
Simpson Freed Lawyers
Ph: 9589 5200
PO Box 149, Caringbah NSW 1495
Email: michael@simpsonfreed.com.au

Sylvania Waterways Ltd . ABN 75 002 729 839
C/- STM, PO BOX 56, SUTHERLAND NSW 1499
www.sylvaniawaters.com

2. Sketch of Property and proposed location of mooring structure (being mooring poles and/or a pontoon)



Sketch must clearly show:

- Side boundaries of adjoining properties
- North direction
- The existing seawall (straight/convex/concave)
- Location of existing (or proposed) pontoon/walkway or mooring booms - or moorings
- Proposed distance of pole/s from seawall
- Proposed distance between poles
- Proposed distance of pontoon extremities from seawall
- Dimensions of structure.

OR Attach Drawings.

Details of existing devices to be removed _____

Owner to Initial
 Initial

Person responsible for removing old devices _____

Name of certifying engineer _____

Note: it is a condition of approval that any waterfront devices re-instated post installation of a new sea wall, sea wall modification or repair, comply with Sylvania Waterways Ltd regulations and Sutherland Shire Council (SSC) Local Environmental Plan (LEP).

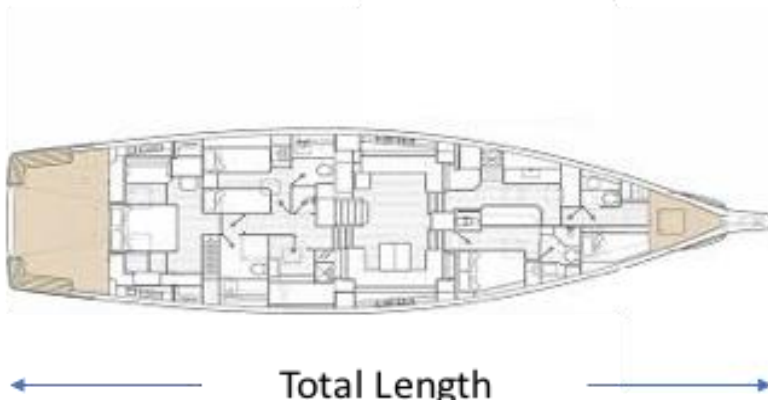
3. Details of Private vessel to be moored at mooring structure.

Motor Vessel Sailing Vessel Is the Vessel Commercially Registered? Yes. No.

Total width of vessel structure..... metres }
Total length of vessel structure.....metres } Note: Not Waterline Length

Will Vessel be contained between Poles? Yes Other

NOTE: Vessel length must not encroach within 1 meter of neighboring properties.
Only one vessel to be moored at each property.



Note: Any increase in the size of the moored vessel must be notified in writing to the Company for approval. Any license granted will be only for a vessel of maximum dimensions as specified in this application.

The mooring of a vessel of dimensions in excess of (width) and(length) will not be permitted.

4. Application Fee \$.....

5. Licence Fee \$.....

For period from..... Expiry Date.....

6. Declaration by Applicant.

I hereby acknowledge that I have read and agreed to be bound by the terms and conditions of a licence to use the property of Sylvania Waterways Limited ("the Company") as set out hereafter and those terms and conditions are both express and implied provisions of the licence agreement to be granted to me.

6.1 Ownership of the Sylvania Waterways Estate:

- (a) The waterway is owned and controlled by the Company in its position of registered proprietor of Lot 1 in Deposited Plan 615171 ("The Company Land").
- (b) The applicant has no right to use any part of the waterway except as permitted by the Company under a licence granted to the applicant.
- (c) The Company has an unfettered discretion whether it grants to the applicant a licence to use the waterway for the erection of mooring structures or to moor any vessel on the waterway adjoining the property.
- (d) The applicant has no right to leave (or permit to remain) on the seabed (or in or on the waterway) of the Company land any debris whatsoever. Without limitation debris means rubbish, soil, mud, concrete, dirt, fill, waste, trees, grass, shrubs or any foreign material which trespasses onto the Company's land as a result of the failure of the seawall or otherwise except as permitted by the Company during repair works and in accordance with its requirements. It is the sole responsibility of the applicant to remove any debris from the Company's seabed at the applicant's cost. The applicant agrees that any debris remaining on land owned by the Company is a trespass upon the Company land.
- (e) The applicant is responsible for ensuring any tenants are aware of and comply with the Company's regulations.

6.2 Licence personal:

- (a) Any licence granted to the applicant is personal and cannot be transferred.
- (b) The applicant must advise any purchaser of the property that a licence issued by the Company for the use of the waterway is not transferable. Any purchaser must make a fresh application for a licence to the Company and has no authority to use any structures on the waterway or to moor a vessel on the waterway next to the property until a licence is granted by the Company.

6.3 Mooring structures:

- (a) The applicant and any predecessor may not install or erect any waterfront device or mooring structure without the written authority of the Company, which authority may be withheld, refused or revoked in the Company's absolute discretion.
- (b) The Company wishes to ensure that all mooring structures erected on its property are kept in a safe and serviceable state of repair and in strict compliance with the Company's regulations and the Sutherland Shire Council Local Environment Plan (LEP).
- (c) The Company has sole unfettered discretion, acting reasonably and in conjunction with a qualified engineer, at the applicants cost, in determining if any mooring structures erected pursuant to this licence are unserviceable, dangerous or in need of repair.
- (d) If the Company so concludes, the applicant must carry out maintenance or repair work on the mooring structures in accordance with any notice issued by the Company.
- (e) If the Applicant does not attend to the maintenance or repair works required hereunder then the Company shall be entitled to issue invoices for an amount determined by the Board of Directors in July of each year until the maintenance or repair works are complete or the waterfront structures are removed. Invoices issued are with respect to licensing only and will not cover the cost of any repairs or maintenance.
- (f) The applicant cannot alter the position of the mooring structures from that approved by the Company without the Company's written consent and necessary access permits and approvals.

6.4 The seawall erected on the property at its boundary with the waterway:

- (a) To protect the waterway and land generally within the Sylvania Waterway Estate, the Company will not allow the use of the waterway by the applicant if the seawall on the property is in a state which is a danger to the waterway through collapse, release of material and debris into the waterway or the like.
- (b) If the Company believes that the seawall on the property is in a state of disrepair which is a danger to the waterway, it may serve a notice on the applicant requiring production of a report from the Company's sea wall engineer, at the applicants cost, certifying the structural stability of the seawall and, if works are required, specifying those works. The applicant will be given six (6) weeks to produce that structural report.
- (c) If the structural report recommends work to be carried out on the seawall to preserve its integrity, that work must be undertaken by the applicant in a proper and workmanlike fashion within four (4) months of the date of the certificate and the Company must provide written consent approving the repairs.

- (d) Following completion of the work on the seawall, the applicant must supply to the Company a further report from the engineer who provided the structural report certifying that the work has been completed in a proper and workmanlike fashion.
- (e) If a seawall is required to be erected on/over Company's land, then a special agreement/licence is required. This agreement/licence is only available to members.
- (f) If the Applicant does not attend to the repair the works required hereunder then the Company shall be entitled to issue invoices for an amount determined by the Board of Directors in July of each year until the required repair works are complete. Invoices issued are with respect to licensing only and will not cover the cost of any repairs.

6.5 Indemnity

- (a) The applicant indemnifies the Company to the fullest extent permitted by law against any and all claims of any nature arising from an accident or other occurrence involving:
 - i. the Company waterway within Lot 1 in Deposited Plan 615171.
 - ii. the mooring structures the subject of this licence application;
 - iii. any vessel moored on the waterway adjacent to the property;
 - iv. the use of any vessel by the applicant within the waterway;
 - v. any collapse or defect in the seawall on the property; and
 - vi. any mooring structure, slipway or vessel encroaching on the waterway without the consent of the Company.
- (b) If so required by the Company, the applicant must produce evidence of insurance covering the risks referred to in this clause.
- (c) The Applicant also fully indemnifies the Company in relation to any notice, fine, or other demand issued by the Sutherland Shire Council in respect of the applicant's non-compliant waterfront devices.

6.6 Vesting of mooring structures in the Company:

- (a) The applicant has no right to erect or use any mooring structures on the waterway except pursuant to a license granted by the Company.
- (b) Upon the termination of the licence for any reason, the mooring structures are automatically vested in the Company and the Company may take steps to remove those structures if it deems fit at the property applicants cost.
- (c) Any mooring structures approved by a licence with the applicant may be the subject of a new licence granted to a purchaser of the property upon appropriate application.

6.7 Restrictions on the use of the property:

- (a) The applicant agrees that they will not use the property in any of the following ways:
 - i. Apply for or allow more than one dwelling to be erected or remain on the property whether constructed for the applicant or a predecessor in title. No other habitable building structure of any nature, whether attached or detached shall be applied to be approved, or constructed with or without approval, which the applicant agrees and accepts is enforceable and reasonable;
 - ii. The property shall not be used for other than residential purposes;
 - iii. The property shall not be used for short term rental accommodation (eg. AirBNB, Booking.com, Homestay and the like), renting rooms, a boarding house, a lodging house, a private hotel, motel or similar.
 - iv. The property shall not be used for commercial purposes, commercial amusement or adult services.
 - v. The main wall of any dwelling on the property shall not be closer than 9.144m to the waterway;
 - vi. No waterfront sea wall, concrete capping beam, concrete anchor or tie rods on the property shall be interfered with in any way.
 - vii. No excavation shall be made below the yard level without a prior search to determine the location of sea wall supports (e.g. tie rods).
 - viii. No fence shall be erected on the property between the water boundary and the nearest building line of a dwelling unless it is of a see-through type not more than 1.0m in height or as required to comply with local council pool fence codes.
- (b) The applicant must comply with the terms of the above restrictive matters affecting the property.
 - I. With the exception of a breach pursuant to clause 2.7(a)(III), the applicant must remedy any breach of the restrictions within one (1) month of being directed to do so by a notice issued by the Company.
 - II. In the case of a breach pursuant to clause 2.7(a)(III), the applicant must remedy such breach of the restrictions within forty-eight (48) hours of being directed to do so by a notice issued by the Company.
- (c) If the applicant does not remedy a breach within the timeframes required by this clause 2.7, then the Company shall be entitled to:
 - I. issue invoices for an amount determined by the Board of Directors in July of each year; and
 - II. terminate the applicant's waterfront license until the breach is remediated;
 - III. prosecute its rights under this agreement for specific performance and any other remedy available to it at law or in equity.

6.8 Identification marking on mooring structures:

The Company may display an identification number on any mooring structures within the waterway.

6.9 Licence fee:

- (a) The applicant, shareholder, or member of the Company, must pay a licence fee determined by the Company and advised to them annually in advance.
- (b) The Company reserves the right to vary the licence fee from time to time.
- (c) The Company's policy is to charge a licence fee to shareholders/members of the Company only upon the purchase of the property in Sylvania Waters. If, by a resolution of the Company, that policy changes, the applicant agrees to pay any licence fee determined by the Company.
- (d) A shareholder can apply for an exemption on further annual licence fees provided all regulations are compliant at the waterfront property.
- (e) A licence is issued as acceptance of the exemption certificate compliance.
- (f) A licence can only apply to conforming waterfront facilities or devices.

6.10 Regulation and procedures for mooring structures:

- (a) The applicant agrees that the Company may publish regulations and procedures for the installation and use of mooring structures from time to time.
- (b) The Company will produce to the applicant with the formal grant of licence a copy of the most up to date publication.
- (c) If there is any inconsistency between these terms of the licence and the regulations, these terms will prevail.
- (d) The applicant must comply with all relevant terms of the regulations and procedures issued by the Company.
- (e) The Company may serve a notice on the applicant specifying any breach of the regulations and procedures and requiring that breach to be remedied within such reasonable time as stated in the notice.
- (f) The applicant should not assume that the existing waterfront devices comply with current waterfront device regulations and should request a waterfront exemption certificate to determine their status.

6.11 Termination by the applicant:

- (a) The applicant may terminate any licence granted by a notice in writing to the Company of one (1) month.
- (b) Upon termination of the licence, the applicant must remove all mooring structures erected pursuant to the licence and cease to moor any vessel on the waterway adjacent to the property unless a fresh licence agreement is entered into in relation to the property.

6.12 Termination by the Company:

The Company may terminate the licence agreement:

- (a) upon a transfer of the property by the applicant;
- (b) if the applicant fails to repair any mooring structures as required by the Company pursuant to clause 6.3;
- (c) if the applicant fails to remove mooring structures adjacent to the property which are not the subject of a licence with the Company when required to do so by the Company;
- (d) if the applicant erects mooring structures within the waterway without obtaining approval to do so from the Company;
- (e) If the applicant carries out any addition or alteration to waterfront devices without formal approval and an access permit to work over the Company's land.
- (f) if the applicant moors more than one vessel on the waterway adjacent to the property;
- (g) if the applicant moors an unapproved vessel on the waterway adjacent to the property;
- (h) if the information contained in this application is incorrect and is not corrected within one (1) month of the applicant being required to do so by the Company;
- (i) if the applicant fails to pay any licence fee specified in the licence agreement or as advised to the applicant by the Company within one (1) month of the due date;
- (j) if the applicant fails to produce certification from a structural engineer in relation to the seawall on the property when so required by the Company in accordance with clause 6.4(b);
- (k) if the applicant fails to carry out repairs to a defective seawall on the property specified in a structural engineer's report in accordance with clause 6.4(c);
- (l) if the applicant fails to produce the engineer's report required by clause 6.4(d);
- (m) if the applicant fails to remedy any breach of the restrictions in accordance with a notice issued by the Company under clause 6.7(c); or
- (n) if the applicant fails to remedy a breach of the regulations and procedures for the installation and use of mooring structures within the period specified in a notice issued by the Company pursuant to clause 6.10(e).
- (o) If the applicant fails to comply with any condition of this agreement.

7. No work over Sylvania Waterways seabed is permitted without an Access Permit.

8. In the case of a new seawall application no work is to commence until an Access Permit is granted and written authority is given by Sylvania Waterways Ltd that all its requirements have been fulfilled and works can commence on the construction of the new seawall.

Any questions in respect of this application should be directed to chairman@sylvaniawaters.com

IMPORTANT

This is a legally binding document.

You should **NOT** sign this unless you have read and fully understand your rights and obligations herein. IT IS HIGHLY RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

By signing this document, you acknowledge that you have read and understood the terms and conditions of this document and the Sylvania Waterways Ltd Waterfront Exemption Certificate (WFEC) report, the items noted therein, and your responsibilities to address all items required of the new owner in order to obtain a waterfront license and you have freely and voluntarily signed.

Signed by Share Applicant / Property Owner..... Date

Signed by Share Applicant / Property Owner..... Date

(If a company, the application must be signed under common seal

Signed, as witness.

Date

Name of witness (print).