

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
ePlan(DOC.15)**

Lengths are in metres

Sheet 4 of 9 Sheets

Plan: **DP270417**

Plan of Subdivision of Lot 302 in Community
Plan DP 270417 Covered by
Subdivision Certificate No. 047/16

TERMS OF RESTRICTION NUMBERED 4 IN THE ABOVEMENTIONED PLAN (Continued)

2.0 Definitions

"Accredited Certifier" has the meaning given it by the Environmental Planning and Assessment Act 1979.

"Authorised Person" means a person, body or authority authorised by the Grantee.

"Authority" means any government, semi-government, statutory, public or other authority which has jurisdiction over the Estate. The expression includes the Council.

"Community Management Statement" means the community management statement registered with the Plan. **"Consent Authority"** has the meaning given it by the Environmental Planning and Assessment Act 1979.

"Council" means the Penrith City Council.

"Design Review Panel" means the design review panel appointed in accordance with by-law 8 of the Community Management Statement.

"Development Activity" means any of the following activities:

- (a) the construction of Improvements of any kind;
- (b) the extension or addition to an Improvement;
- (c) altering the appearance of an Improvement;
- (d) altering the colour of an Improvement;
- (e) the demolition of an Improvement; and
- (f) changing the use of the Lot Burdened from that existing at the date of this instrument.

"Development Activity Application" means an application to the Design Review Committee for consent to a proposed Development Activity in the manner contemplated by the Community Management Statement.

"Development Activity Consent" means the written consent of the Design Review Committee to a Development Activity Application.

"Development Application" has the meaning given it by the Environmental Planning and Assessment Act 1979.

"Development Consent" means development consent under the Environmental Planning and Assessment Act 1979.

"Development Works" means the works associated with a Development Activity.

"Construction Certificate" has the meaning given it by the Environmental Planning and Assessment Act 1979.

"Estate" means the land comprised within the community parcel created by registration of the Plan.

"Grantee" means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Benefited.


"Grantor" means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Burdened.

"Improvement" means any building, structure, addition, modification, external repairs (other than minor repairs to existing Improvements), landscaping and installation of new Services and alterations to or interference with existing Services. "Improvements" includes works which may be constructed or carried out without the consent of a Consent Authority or an Accredited Certifier.

(Continued)

Approved by the Council of the City of Penrith.....

14626 Stg10 88B


Authorised Person

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Plan: **DP270417**

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TERMS OF RESTRICTION NUMBERED 4 IN THE ABOVEMENTIONED PLAN (Continued)

“**Lot**” means a lot in the Plan.

“**Lot Benefited**” in connection with a restriction or easement the subject of this instrument, means the lot benefited by the relevant restriction or easement.


“**Lot Burdened**” in connection with a restriction or easement the subject of this instrument, means the lot burdened by the relevant restriction or easement.

“**Plan**” means the plan to which this instrument relates.

TERMS OF RESTRICTION NUMBERED 6 IN THE ABOVEMENTIONED PLAN

No buildings or structures shall be constructed or erected on any Lot burdened within the area denoted as ‘(T)’ on the plan.

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Authorised Person

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TERMS OF RESTRICTION NUMBERED 7 IN THE ABOVEMENTIONED PLAN

No development shall be permitted on the Lots hereby burdened within the riparian corridor delineated (R2) on the plan.

TERMS OF POSITIVE COVENANT NUMBERED 8 IN THE ABOVEMENTIONED PLAN

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietors the whole of the riparian corridor delineated (R2) on the plan, complying with the requirements of the Vegetation Management Plan by Travers Bushfire & Ecology, Reference A14018V, dated 2nd December 2014, Penrith City Council and the guidelines of the NSW Office of Water which are relevant and applicable at the time.

TERMS OF RESTRICTION NUMBERED 9 IN THE ABOVEMENTIONED PLAN

No building shall be erected on the burdened lot unless the finished floor level be a minimum of 0.5 metres above the 1% Annual Exceedance Probability flood level, as stated in the Stormwater Management report by Barker Ryan Stewart Pty Ltd, Revision 5 dated 11/05/2015 on lot(s) burdened. A copy of this report is held at Council Ref CCX 14/0050.

TERMS OF RESTRICTION NUMBERED 10 IN THE ABOVEMENTIONED PLAN

No development of building shall be allowed or be permitted to remain on the named lot unless satisfactory arrangements have been made with Penrith City Council for services (Water, sewer, electricity & telecommunications), any contributions or consolidation with adjoining lots.

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Plan: **DP270417**

Plan of Subdivision of Lot 302 in Community
Plan DP 270417 Covered by
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**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OF MODIFY
THE TERMS OR THE RESTRICTIONS NUMBERED 1, 6, 7, 9 & 10, THE EASEMENT
NUMBERED 5, THE POSITIVE COVENANT NUMBERED 8 IN THE ABOVEMENTIONED
PLAN.**

PENRITH CITY COUNCIL

**NAME OF PERSON AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR
MODIFY THE TERMS OF THE RESTRICTION NUMBERED 2 IN THE ABOVEMENTIONED
PLAN.**

THE REGISTERED PROPRIETOR OF LOT 1 IN DP 270417

**NAME OF PERSON AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR
MODIFY THE TERMS OF THE RESTRICTION NUMBERED 4 IN THE ABOVEMENTIONED
PLAN.**

THE REGISTERED PROPRIETOR OF LOT 284 IN DP 270417

**NAME OF PERSON AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR
MODIFY THE TERMS OF THE RESTRICTION NUMBERED 3 IN THE ABOVEMENTIONED
PLAN.**

THE CORPORATION WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY
THE RESTRICTIONS THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS TWIN
CREEKS PROPERTIES PTY LTD FOR SUCH PERIOD AS IT IS THE REGISTERED
PROPRIETOR OF ANY LAND IN THE SAID PLAN OF FOR A PERIOD OF FIVE YEARS FORM
THE DATE OF REGISTRATION OF THE SAID PLAN WHICHEVER IS THE LATER.

THEREAFTER THE SAID RESTRICTIONS MAY BE RELEASED, VARIED OR MODIFIED BY
THE PERSON OR PERSONS WHO ARE REGISTERED PROPRIETORS FOR THE TIME
BEING OF A LOT HAVING THE BENEFIT OF THE SAID RESTRICTIONS AND HAVING A
COMMON BOUNDARY WITH THE PARTICULAR LOT HAVING THE BURDEN OF THE SAID
RESTRICTIONS IN RESPECT OF WHICH LOT IT IS SOUGHT TO RELEASE, VARY OR
MODIFY THE SAID RESTRICTIONS OR ANY PART OR PARTS THEREOF.

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14626 Stg10 88B


Authorised Person

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Plan: **DP270417**

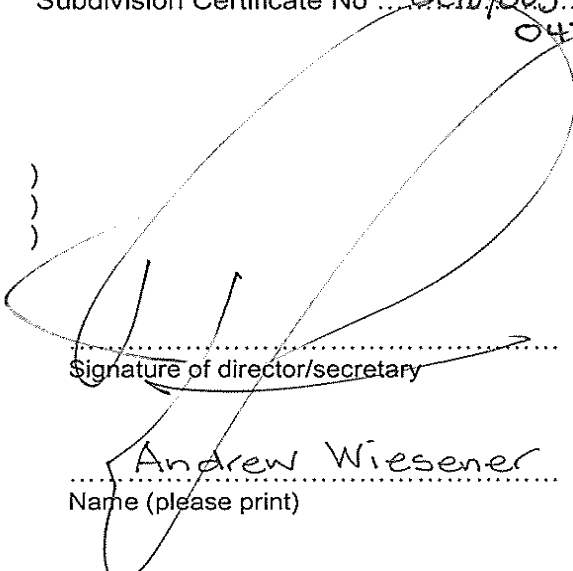
Plan of Subdivision of Lot 302 in Community
Plan DP 270417 Covered by
Subdivision Certificate No ... *SC16/0039* *047/16* *RAKraig.*

SIGNATURES AND SEALS

**EXECUTED by Twin Creeks Properties
Pty Ltd ACN 090 362 744 in accordance
with section 127 of the Corporations Act:**


.....
Signature of director

Murray Okoza
.....
Name (please print)


.....
Signature of director/secretary


Andrew Wiesener
.....
Name (please print)

Perpetual Corporate Trust Limited ACN 000 341 533
by its Attorney pursuant to Power of Attorney dated
18 September 2014 Registered No. 134 Book 4676
Who states that he/she has received no notice of
revocation of the Power of Attorney.

Attorney Name:

Position:


Trent Franklin
Manager Custody

WITNESS: 
RACHEL CHAN
L12, 123 PITT ST
SYDNEY

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The **Penrith City Council** by its authorised delegate pursuant to S.377 Local Government Act
1993

ROBERT CRAIG

Name: (authorised delegate)

ACTING DEVELOPMENT ASSESSMENT CO-ORDINATOR

Position Held: (authorised delegate)

R Craig

Signature: (authorised delegate)

28/7/16

Date:

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

CHRISTINE MARTIN

Name: (eligible witness)

PLANNING ADMIN OFFICER

Occupation/Position Held: (eligible witness)

C/- 601 HIGH ST PENRITH

Address: (eligible witness)

Christine Martin

Signature: (eligible witness)

REGISTERED



9.9.2016

Approved by the Council of the City of Penrith.....
14626 Stg10 88B

R Craig
Authorised Person

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 Subdivision Certificate No. **048/16**

**Full Name and Address of the Registered
 Proprietor of the Land:**

Twin Creeks Properties Pty Ltd
 ACN 090 362 744,
 Suite 301, Level 3
 95 Pitt Street,
 Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction on the Use of Land	319 - 334 inclusive	Penrith City Council
2.	Restriction on the Use of Land	319 - 334 inclusive	Lot 1 in DP270417
3.	Restriction on the Use of Land	All Lots 319 - 334 inclusive	Every other lot 319 - 334 inclusive
4.	Restriction on the Use of Land	319 - 334 inclusive	Lot 284 in DP270417
5.	Easement to Drain Water 3 wide (A)	319 320 321	320, 321 & 322 321 & 322 322
6.	Restriction on the Use of Land 20 wide (T)	Each Part Lots 322 - 324 inclusive Designated (T)	Every other lot 322 - 324 inclusive
7.	Restriction on the Use of Land (R2)	Part Lots 319 - 323 inclusive Designated (R2)	Penrith City Council
8.	Positive Covenant	319 - 323 inclusive	Penrith City Council
9.	Easement to Drain Water 5 wide (B)	328 & 329	Penrith City Council

Approved by the Council of the City of Penrith.....
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 Authorised Person

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Plan: **DP270417**

Plan of Subdivision of Lot 318 in Community Plan
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 Subdivision Certificate No. **048/16**

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
10.	Easement to Drain Water 5 wide & variable width (C)	331	Penrith City Council
11.	Right of Access 5 wide & variable width (D)	331	Penrith City Council
12.	Easement for Underground Cables variable width (E)	332	Endeavour Energy
13.	Restriction on the Use of Land 10 wide (U)	Each Part Lots 324 - 330 inclusive Designated (U)	Every other lot 324 - 330 inclusive
14.	Easement to Drain Water variable width (F)	Lot 284 in DP 270417	Penrith City Council
15.	Restriction on the Use of Land (F)	Part Lot 284 in DP 270417 designated (F)	Penrith City Council
16.	Positive Covenant	Lot 284 in DP 270417	Penrith City Council
17.	Restriction on the Use of Land	319 – 323 Inclusive, 332, 333 & 334	Penrith City Council
18.	Restriction on the Use of Land (B)	Part Lots 328 & 329 Designated (B)	Penrith City Council

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PART 2

TERMS OF RESTRICTION NUMBERED 1 IN THE ABOVEMENTIONED PLAN.

The burdened lot must not be developed unless:

- (a) all boundary fencing is of a rural character.
- (b) all development is in accordance with the Penrith City Council Development Control Plan 2010.
- (c) all residential dwellings comply with the Twin Creeks Building Siting and Design Code dated 22 September 2004 as amended.
- (d) the proponent gives consideration to the potential impact from the private air strip located on lot 55 DP1139980, lot 1 DP258439 and lot 2 DP258439 on the Western side of Luddenham Road.
- (e) all fencing is constructed of materials other than brushwood.

TERMS OF RESTRICTION NUMBERED 2 IN THE ABOVEMENTIONED PLAN.

The burdened lot must not be developed unless:

- (a) all development is in accordance with the Twin Creeks Architectural Guidelines.
- (b) all development is in accordance with the Twin Creeks Landscape Guidelines.
- (c) the proponent first obtains approval from the Twin Creeks Design Review Committee prior to lodging a formal application with Penrith City Council.


TERMS OF RESTRICTION NUMBERED 3 IN THE ABOVEMENTIONED PLAN

- (a) No vehicle of any make or kind having a tare weight exceeding 8 tonnes shall be garaged, housed, parked serviced or have mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or for purposes of construction of any improvement on any lot burdened.
- (b) No fence shall be erected on any lot burdened to divide if from any adjoining land owned by Twin Creeks Properties Pty Ltd without the consent of Twin Creeks Properties Pty Ltd and such consent shall not be withheld if such fence is erected without expense to Twin Creeks Properties Pty. Ltd. provided that this restriction shall remain in force during such time as Twin Creeks Properties Pty. Ltd. are the registered proprietor of any land in the abovementioned plan or any land immediately adjoining the land in the abovementioned plan.
- (c) The Corporation whose consent is required to release, vary or modify the restrictions thirdly referred to in the abovementioned plan is Twin Creeks Properties Pty Ltd for such period as it is the registered proprietor of any land in the said plan of for a period of five years form the date of registration of the said plan whichever is the later.

Thereafter the said restrictions may be released, varied or modified by the person or persons who are registered proprietors for the time being of a lot having the benefit of the said restrictions and having a common boundary with the particular lot having the burden of the said restrictions in respect of which lot it is sought to release, vary or modify the said restrictions or any part or parts thereof.

Approved by the Council of the City of Penrith.....

14626 Stg11 88B


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TERMS OF RESTRICTION NUMBERED 4 IN THE ABOVEMENTIONED PLAN.

1.1. The Grantee must not, and must not permit any other party or person to:

- (a) commence;
- (b) carry out;
- (c) continue to carry out; or
- (d) make an application of any kind (including without limitation a Development Application, an application for a Construction Certificate and a variation of any such application) to a Consent Authority, an Accredited Certifier or any other Authority in connection with, a Development Activity on the Lot Burdened unless it has first obtained a Development Activity Consent from the Design Review Panel in connection with that Development Activity.

1.2. No Development Works of any kind may be erected or constructed, or remain erected or constructed, on the Lot Burdened unless they are Development Works which have been approved by the Design Review Panel and for which the Design Review Committee has issued a Development Activity Consent.

2.0 Definitions

"Accredited Certifier" has the meaning given it by the Environmental Planning and Assessment Act 1979.

"Authorised Person" means a person, body or authority authorised by the Grantee.

"Authority" means any government, semi-government, statutory, public or other authority which has jurisdiction over the Estate. The expression includes the Council.

"Community Management Statement" means the community management statement registered with the Plan. **"Consent Authority"** has the meaning given it by the Environmental Planning and Assessment Act 1979.

"Council" means the Penrith City Council.

"Design Review Panel" means the design review panel appointed in accordance with by-law 8 of the Community Management Statement.


"Development Activity" means any of the following activities:

- (a) the construction of Improvements of any kind;
- (b) the extension or addition to an Improvement;
- (c) altering the appearance of an Improvement;
- (d) altering the colour of an Improvement;
- (e) the demolition of an Improvement; and
- (f) changing the use of the Lot Burdened from that existing at the date of this instrument.

(Continued)

Approved by the Council of the City of Penrith.....

14626 Stg11 88B


Authorised Person

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TERMS OF RESTRICTION NUMBERED 4 IN THE ABOVEMENTIONED PLAN (Continued)

"Development Activity Application" means an application to the Design Review Committee for consent to a proposed Development Activity in the manner contemplated by the Community Management Statement.

"Development Activity Consent" means the written consent of the Design Review Committee to a Development Activity Application.

"Development Application" has the meaning given it by the Environmental Planning and Assessment Act 1979.

"Development Consent" means development consent under the Environmental Planning and Assessment Act 1979.

"Development Works" means the works associated with a Development Activity.

"Construction Certificate" has the meaning given it by the Environmental Planning and Assessment Act 1979.

"Estate" means the land comprised within the community parcel created by registration of the Plan.

"Grantee" means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Benefited.

"Grantor" means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Burdened.

"Improvement" means any building, structure, addition, modification, external repairs (other than minor repairs to existing Improvements), landscaping and installation of new Services and alterations to or interference with existing Services. "Improvements" includes works which may be constructed or carried out without the consent of a Consent Authority or an Accredited Certifier.

"Lot" means a lot in the Plan.

"Lot Benefited" in connection with a restriction or easement the subject of this instrument, means the lot benefited by the relevant restriction or easement.

"Lot Burdened" in connection with a restriction or easement the subject of this instrument, means the lot burdened by the relevant restriction or easement.

"Plan" means the plan to which this instrument relates.

TERMS OF RESTRICTION NUMBERED 6 IN THE ABOVEMENTIONED PLAN

No buildings or structures shall be constructed or erected on any Lot burdened within the area denoted as '(T)' on the plan.

Approved by the Council of the City of Penrith.....

14626 Stg11 88B


Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
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TERMS OF RESTRICTION NUMBERED 7 IN THE ABOVEMENTIONED PLAN

No development shall be permitted on the Lots hereby burdened within the riparian corridor delineated '(R2)' on the plan.

TERMS OF POSITIVE COVENANT NUMBERED 8 IN THE ABOVEMENTIONED PLAN

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietors the whole of the riparian corridor delineated '(R2)' on the plan, complying with the requirements of the Vegetation Management Plan by Travers Bushfire & Ecology, Reference A14018V, dated 2nd December 2014, Penrith City Council and the guidelines of the NSW Office of Water which are relevant and applicable at the time.

TERMS OF EASEMENT NUMBERED 12 IN THE ABOVEMENTIONED PLAN

The terms set out in Memorandum No AK104616 registered at Land & Property Information NSW are incorporated into this document.

TERMS OF RESTRICTION NUMBERED 13 IN THE ABOVEMENTIONED PLAN

No building structures shall be constructed or erected on any Lot burdened within the area denoted as '(U)' on the plan.

TERMS OF RESTRICTION NUMBERED 15 IN THE ABOVEMENTIONED PLAN

The proprietor of the burdened lot must not:

- (a) Erect, construct or place any building or other structure,
- (b) Make alterations to the ground surface levels, grates, pipes, pits, kerbs, tanks, gutters or any other structure associated with the on-site detention system,

within the land so burdened without the prior written consent of Penrith City Council

TERMS OF POSITIVE COVENANT NUMBERED 16 IN THE ABOVEMENTIONED PLAN

- (1) The proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the grates, pipes, pits, kerbs, tanks, gutters or any other structures of and incidental to the stormwater detention system within the land so burdened to the satisfaction of Penrith City Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.
- (2) Where the proprietor of the burdened lots fails to comply with any written request of the Penrith City Council referred to in (1) above the proprietor shall meet any reasonable cost incurred by the Council in completing the work requested.
- (3) Full and free right for the Penrith City Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any grates, pipes, pits, kerbs, tanks, gutters or any other structure or alter surface levels to ensure the on-site detention system within the land so burdened functions in accordance with the approved Construction Certificate (Council Reference: CCX 14/0050).

Approved by the Council of the City of Penrith.....

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Authorised Person

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TERMS OF RESTRICTION NUMBERED 17 IN THE ABOVEMENTIONED PLAN

No building shall be erected on the burdened lot unless the finished floor level be a minimum of 0.5 metres above the 1% Annual Exceedance Probability flood level, as stated in the Stormwater Management report by Barker Ryan Stewart Pty Ltd, Revision 5 dated 11/05/2015 on lot(s) burdened. A copy of this report is held at Council Ref CCX 14/0050.

TERMS OF RESTRICTION NUMBERED 18 IN THE ABOVEMENTIONED PLAN

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lot(s) that they will not, without the prior and express written consent of the Authority benefited:
 - (a) Do any act, matter or thing which would prevent the overland flowpath from operating in a safe and efficient manner.
 - (b) Make or permit or suffer the making of any alterations or additions to the overland flowpath.
 - (c) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the overland flowpath.
2. Any boundary or internal fencing that crosses the overland flowpath is to be open mesh style within 500mm of the finished ground level, with the mesh openings designed to provide a minimum 80% clear area. The underside of the fencing shall provide a minimum clear opening of 300mm to ground level.

This restriction shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purposes of this restriction, "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates and surfaces designed to convey stormwater through the site) shown on plans approved by Penrith City Council as Construction Certificate No. CCX 14/0050 dated 12th June 2015, and contained within the Easement to Drain Water 5 wide (DP270417), designated as "(B)" on the Plan of Subdivision of Lot 318 in Community Plan DP 270417 and Easement over Lot 284 in Community Plan DP 270417.

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**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR MODIFY
THE TERMS OF THE RESTRICTIONS NUMBERED 1, 6, 7, 13, 15, 17 & 18, THE
EASEMENTS NUMBERED 5, 9, 10, 11 & 14 THE POSITIVE COVENANTS NUMBERED 8 &
16 IN THE ABOVEMENTIONED PLAN.**

PENRITH CITY COUNCIL

**NAME OF PERSON AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR
MODIFY THE TERMS OF THE RESTRICTION NUMBERED 2 IN THE ABOVEMENTIONED
PLAN.**

THE REGISTERED PROPRIETOR OF LOT 1 IN DP 270417

**NAME OF PERSON AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR
MODIFY THE TERMS OF THE RESTRICTION NUMBERED 4 IN THE ABOVEMENTIONED
PLAN.**

THE REGISTERED PROPRIETOR OF LOT 284 IN DP 270417

**NAME OF PERSON OR AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE
VARY OR MODIFY THE EASEMENT NUMBERED 12 IN THE ABOVEMENTIONED PLAN**

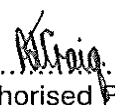
ENDEAVOUR ENERGY

**NAME OF PERSON AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR
MODIFY THE TERMS OF THE RESTRICTION NUMBERED 3 IN THE ABOVEMENTIONED
PLAN.**

THE CORPORATION WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY
THE RESTRICTIONS THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS TWIN
CREEKS PROPERTIES PTY LTD FOR SUCH PERIOD AS IT IS THE REGISTERED
PROPRIETOR OF ANY LAND IN THE SAID PLAN OF FOR A PERIOD OF FIVE YEARS FORM
THE DATE OF REGISTRATION OF THE SAID PLAN WHICHEVER IS THE LATER.

THEREAFTER THE SAID RESTRICTIONS MAY BE RELEASED, VARIED OR MODIFIED BY
THE PERSON OR PERSONS WHO ARE REGISTERED PROPRIETORS FOR THE TIME
BEING OF A LOT HAVING THE BENEFIT OF THE SAID RESTRICTIONS AND HAVING A
COMMON BOUNDARY WITH THE PARTICULAR LOT HAVING THE BURDEN OF THE SAID
RESTRICTIONS IN RESPECT OF WHICH LOT IT IS SOUGHT TO RELEASE, VARY OR
MODIFY THE SAID RESTRICTIONS OR ANY PART OR PARTS THEREOF.

Approved by the Council of the City of Penrith.....
14626 Stg11 88B


Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
ePlan (DOC.16)

Lengths are in metres

Sheet 9 of 11 Sheets

Plan **DP270417**

Plan of Subdivision of Lot 318 in Community Plan
DP 270417 and Easement over Lot 284 in
Community Plan DP 270417 Covered by
Subdivision Certificate No ~~SC16/2016~~ *048/16* *McKraig*

SIGNATURES AND SEALS

Signed on behalf of **ENDEAVOUR ENERGY**
ABN 59 253 130 878

By its Attorney pursuant to power of Attorney
Book ~~4705~~ No ~~566~~ in the presence of:

JA

Dears
.....
Signature of Witness

Deborah Dears
.....
Name of Witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Helen Smith
.....
Signature of Attorney

Name: *Helen Smith*

Position: *Manager Property & Fleet*

27 JUNE 2016
.....
Date of Execution

Reference: *URS15045*

Approved by the Council of the City of Penrith.....

14626 Stq11 88B

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
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ePlan (DOC.16)**

Lengths are in metres

Sheet 10 of 11 Sheets

Plan: **DP270417**

Plan of Subdivision of Lot 318 in Community Plan
DP 270417 and Easement over Lot 284 in
Community Plan DP 270417 Covered by
Subdivision Certificate No. ~~9616/0019~~ *048/16* *Alraig.*

**EXECUTED by Twin Creeks Properties
Pty Ltd ACN 090 362 744 in accordance
with section 127 of the Corporations Act:**

Signature of director

Name (please print)

Signature of director/secretary

Name (please print)

Perpetual Corporate Trust Limited ACN 000 341 533
by its Attorney pursuant to Power of Attorney dated
18 September 2014 Registered No. 134 Book 4676
Who states that he/she has received no notice of
revocation of the Power of Attorney.

Attorney Name:

Position:

TE
Trent Franklin
Manager Custody

WITNESS:

Rachel Chan
RACHEL CHAN
L12, 123 PITT ST
SYDNEY

Approved by the Council of the City of Penrith.....
14626 Stg11 88B

Alraig.
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
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Sheet 11 of 11 Sheets

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Plan of Subdivision of Lot 318 in Community Plan
DP 270417 and Easement over Lot 284 in
Community Plan DP 270417 Covered by
Subdivision Certificate No. **048/16**

The **Penrith City Council** by its authorised delegate pursuant to S.377 Local Government Act
1993

ROBERT CRAIG
Name: (authorised delegate)

ACTING DEVELOPMENT ASSESSMENT CO-ORDINATOR
Position Held: (authorised delegate)

R Craig
Signature: (authorised delegate)

28/7/16
Date:

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

CHRISTINE MARTIN
Name: (eligible witness)

PLANNING ADMIN OFFICER
Occupation/Position Held: (eligible witness)

C/- 601 HIGH ST PENRITH
Address: (eligible witness)

Martin
Signature: (eligible witness)

REGISTERED



9.9.2016

Approved by the Council of the City of Penrith.....
14626 Stg11 88B Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
 RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
 BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
 ePlan (DOC.17)**

Lengths are in metres

Sheet 1 of 13 Sheets

Plan: **DP270417**

Plan of Subdivision of Lot 303 & 284 in Community
 Plan DP 270417 Covered by
 Subdivision Certificate No. 049/16

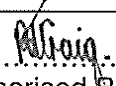
**Full Name and Address of the Registered
 Proprietor of the Land:**

Twin Creeks Properties Pty Ltd
 ACN 090 362 744,
 Suite 301, Level 3
 95 Pitt Street,
 Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction on the Use of Land	335 - 346 inclusive	Penrith City Council
2.	Restriction on the Use of Land	335 - 346 inclusive	Lot 1 in DP270417
3.	Restriction on the Use of Land	All Lots 335 - 346 inclusive	Every other lot 335 - 346 inclusive
4.	Restriction on the Use of Land	335 - 346 inclusive	347
5.	Easement to Drain Water 5 wide (B)	339	Penrith City Council
6.	Easement for Padmount Substation 2.75 Wide (J)	337	Endeavour Energy
7.	Restriction on the Use of Land (K)	Part Lots 336 & 337 designated (K)	Endeavour Energy
8.	Restriction on the Use of Land (L)	Part Lots 336 & 337 designated (L)	Endeavour Energy
9.	Easement to Drain Water variable width (C)	347	Penrith City Council
10.	Restriction on the Use of Land (C)	Part Lot 347 designated (C)	Penrith City Council

Approved by the Council of the City of Penrith.....
 14626 Stg12 88B


 Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
 RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
 BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
 ePlan (DOC.17)**

Lengths are in metres

Sheet 2 of 13 Sheets

Plan: **DP270417**


Plan of Subdivision of Lot 303 & 284 in Community
 Plan DP 270417 Covered by
 Subdivision Certificate No. **049/16**

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
11.	Positive Covenant	347	Penrith City Council
12.	Restriction on the Use of Land	347	Penrith City Council
13.	Restriction on the Use of Land (B)	Part Lot 339 designated (B)	Penrith City Council

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Right of Carriageway 5 wide created by DP270417 (No.1 DOC.12)	Lot 303 in DP 270417	Lot 284 in DP 270417

Approved by the Council of the City of Penrith.....
 14626 Stg12 88B


 Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
ePlan (DOC.17)**

Lengths are in metres

Sheet 3 of 13 Sheets

Plan: **DP270417**

Plan of Subdivision of Lot 303 & 284 in Community
Plan DP 270417 Covered by
Subdivision Certificate No. **049/16**

PART 2

TERMS OF RESTRICTION NUMBERED 1 IN THE ABOVEMENTIONED PLAN.

The burdened lot must not be developed unless:

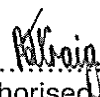
- (a) all boundary fencing is of a rural character.
- (b) all development is in accordance with the Penrith City Council Development Control Plan 2010.
- (c) all residential dwellings comply with the Twin Creeks Building Siting and Design Code dated 22 September 2004 as amended.
- (d) the proponent gives consideration to the potential impact from the private air strip located on lot 55 DP1139980, lot 1 DP258439 and lot 2 DP258439 on the Western side of Luddenham Road.
- (e) all fencing is constructed of materials other than brushwood.

TERMS OF RESTRICTION NUMBERED 2 IN THE ABOVEMENTIONED PLAN.

The burdened lot must not be developed unless:

- (a) all development is in accordance with the Twin Creeks Architectural Guidelines.
- (b) all development is in accordance with the Twin Creeks Landscape Guidelines.
- (c) the proponent first obtains approval from the Twin Creeks Design Review Committee prior to lodging a formal application with Penrith City Council.

Approved by the Council of the City of Penrith.....
14626 Stg12 88B


Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
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Lengths are in metres

Sheet 4 of 13 Sheets

Plan: **DP270417**

Plan of Subdivision of Lot 303 & 284 in Community
Plan DP 270417 Covered by
Subdivision Certificate No. 049/16

TERMS OF RESTRICTION NUMBERED 3 IN THE ABOVEMENTIONED PLAN

- (a) No vehicle of any make or kind having a tare weight exceeding 8 tonnes shall be garaged, housed, parked serviced or have mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or for purposes of construction of any improvement on any lot burdened.
- (b) No fence shall be erected on any lot burdened to divide if from any adjoining land owned by Twin Creeks Properties Pty Ltd without the consent of Twin Creeks Properties Pty Ltd and such consent shall not be withheld if such fence is erected without expense to Twin Creeks Properties Pty. Ltd. provided that this restriction shall remain in force during such time as Twin Creeks Properties Pty. Ltd. are the registered proprietor of any land in the abovementioned plan or any land immediately adjoining the land in the abovementioned plan.
- (c) The Corporation whose consent is required to release, vary or modify the restrictions thirdly referred to in the abovementioned plan is Twin Creeks Properties Pty Ltd for such period as it is the registered proprietor of any land in the said plan or for a period of five years from the date of registration of the said plan whichever is the later.

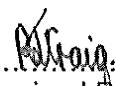
Thereafter the said restrictions may be released, varied or modified by the person or persons who are registered proprietors for the time being of a lot having the benefit of the said restrictions and having a common boundary with the particular lot having the burden of the said restrictions in respect of which lot it is sought to release, vary or modify the said restrictions or any part or parts thereof.

TERMS OF RESTRICTION NUMBERED 4 IN THE ABOVEMENTIONED PLAN.

- 1.1. The Grantee must not, and must not permit any other party or person to:
 - (a) commence;
 - (b) carry out;
 - (c) continue to carry out; or
 - (d) make an application of any kind (including without limitation a Development Application, an application for a Construction Certificate and a variation of any such application) to a Consent Authority, an Accredited Certifier or any other Authority in connection with, a Development Activity on the Lot Burdened unless it has first obtained a Development Activity Consent from the Design Review Panel in connection with that Development Activity.
- 1.2. No Development Works of any kind may be erected or constructed, or remain erected or constructed, on the Lot Burdened unless they are Development Works which have been approved by the Design Review Panel and for which the Design Review Committee has issued a Development Activity Consent.

(Continued)

Approved by the Council of the City of Penrith.....
14626 Stg12 88B


Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
ePlan (DOC.17)**

Lengths are in metres

Sheet 5 of 13 Sheets

Plan: **DP270417**

Plan of Subdivision of Lot 303 & 284 in Community
Plan DP 270417 Covered by
Subdivision Certificate No. 049/16

TERMS OF RESTRICTION NUMBERED 4 IN THE ABOVEMENTIONED PLAN (Continued).

2.0 Definitions

"Accredited Certifier" has the meaning given it by the Environmental Planning and Assessment Act 1979.

"Authorised Person" means a person, body or authority authorised by the Grantee.

"Authority" means any government, semi-government, statutory, public or other authority which has jurisdiction over the Estate. The expression includes the Council.

"Community Management Statement" means the community management statement registered with the Plan. **"Consent Authority"** has the meaning given it by the Environmental Planning and Assessment Act 1979.

"Council" means the Penrith City Council.

"Design Review Panel" means the design review panel appointed in accordance with by-law 8 of the Community Management Statement.

"Development Activity" means any of the following activities:

- (a) the construction of Improvements of any kind;
- (b) the extension or addition to an Improvement;
- (c) altering the appearance of an Improvement;
- (d) altering the colour of an Improvement;
- (e) the demolition of an Improvement; and
- (f) changing the use of the Lot Burdened from that existing at the date of this instrument.

"Development Activity Application" means an application to the Design Review Committee for consent to a proposed Development Activity in the manner contemplated by the Community Management Statement.

"Development Activity Consent" means the written consent of the Design Review Committee to a Development Activity Application.

"Development Application" has the meaning given it by the Environmental Planning and Assessment Act 1979.

"Development Consent" means development consent under the Environmental Planning and Assessment Act 1979.

"Development Works" means the works associated with a Development Activity.

"Construction Certificate" has the meaning given it by the Environmental Planning and Assessment Act 1979.

"Estate" means the land comprised within the community parcel created by registration of the Plan.

"Grantee" means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Benefited.

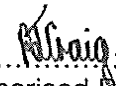
"Grantor" means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Burdened.

"Improvement" means any building, structure, addition, modification, external repairs (other than minor repairs to existing Improvements), landscaping and installation of new Services and alterations to or interference with existing Services. "Improvements" includes works which may be constructed or carried out without the consent of a Consent Authority or an Accredited Certifier.

(Continued)

Approved by the Council of the City of Penrith.....

14626 Stg12 88B


Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
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ePlan (DOC.17)**

Lengths are in metres

Sheet 6 of 13 Sheets

Plan: **DP270417**

Plan of Subdivision of Lot 303 & 284 in Community
Plan DP 270417 Covered by
Subdivision Certificate No. 049/16

TERMS OF RESTRICTION NUMBERED 4 IN THE ABOVEMENTIONED PLAN (Continued).

"Lot" means a lot in the Plan.

"Lot Benefited" in connection with a restriction or easement the subject of this instrument, means the lot benefited by the relevant restriction or easement.

"Lot Burdened" in connection with a restriction or easement the subject of this instrument, means the lot burdened by the relevant restriction or easement.

"Plan" means the plan to which this instrument relates.

TERMS OF EASEMENT NUMBERED 6 IN THE ABOVEMENTIONED PLAN

The terms set out in Memorandum Number **AK104621** registered at Land & Property Information NSW are incorporated into this document.

TERMS OF RESTRICTION NUMBERED 7 IN THE ABOVEMENTIONED PLAN

1.0 Definitions:

- 1.1 120/120/120 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.
- 1.2 building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 erect** includes construct, install, build and maintain.
- 1.4 restriction site** means that part of the lot burdened (designated (K) on the plan) subject to the restriction on the use of land.

2.0 No building shall be erected or permitted to remain within the restriction site unless:

- 2.1** the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2** the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3** the owner provides the authority benefited with an engineer's certificate to this effect.

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

(Continued)

Approved by the Council of the City of Penrith.....
14626 Stg12 88B


Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
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Sheet 7 of 13 Sheets

Plan: **DP270417**

Plan of Subdivision of Lot 303 & 284 in Community
Plan DP 270417 Covered by
Subdivision Certificate No. 049/16

TERMS OF RESTRICTION NUMBERED 7 IN THE ABOVEMENTIONED PLAN (Continued)

4.0 Lessee of Endeavour Energy's Distribution System

- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

TERMS OF RESTRICTION NUMBERED 8 IN THE ABOVEMENTIONED PLAN


1.0 Definitions:

- 1.1 **erect** includes construct, install, build and maintain.
- 1.2 **restriction site** means that part of the lot burdened (designated (L) on the plan) subject to the restriction on the use of land.
- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

3.0 Lessee of Endeavour Energy's Distribution System

- 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

Approved by the Council of the City of Penrith.....
14626 Stg12 88B


Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
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Sheet 8 of 13 Sheets

Plan: **DP270417**

Plan of Subdivision of Lot 303 & 284 in Community
Plan DP 270417 Covered by
Subdivision Certificate No. 049/16

TERMS OF RESTRICTION NUMBERED 10 IN THE ABOVEMENTIONED PLAN

The proprietor of the burdened lot must not:

- (a) Erect, construct or place any building or other structure,
- (b) Make alterations to the ground surface levels, grates, pipes, pits, kerbs, tanks, gutters or any other structure associated with the on-site detention system,

within the land so burdened without the prior written consent of Penrith City Council

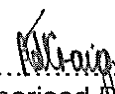
TERMS OF POSITIVE COVENANT NUMBERED 11 IN THE ABOVEMENTIONED PLAN

- (1) The proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the grates, pipes, pits, kerbs, tanks, gutters or any other structures of and incidental to the stormwater detention system within the land so burdened to the satisfaction of Penrith City Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.
- (2) Where the proprietor of the burdened lots fails to comply with any written request of the Penrith City Council referred to in (1) above the proprietor shall meet any reasonable cost incurred by the Council in completing the work requested.
- (3) Full and free right for the Penrith City Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any grates, pipes, pits, kerbs, tanks, gutters or any other structure or alter surface levels to ensure the on-site detention system within the land so burdened functions in accordance with the approved Construction Certificate (Council Reference: CCX 14/0050).

TERMS OF RESTRICTION NUMBERED 12 IN THE ABOVEMENTIONED PLAN

No development or building shall be allowed or be permitted to remain on the lot burdened unless satisfactory arrangements have been made with Penrith City Council for services (water, sewer, electricity and telephone), any outstanding contributions or consolidation with adjoining lots.

Approved by the Council of the City of Penrith.....
14626 Stg12 88B


Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
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ePlan (DOC.17)

Lengths are in metres

Sheet 9 of 13 Sheets

Plan: **DP270417**

Plan of Subdivision of Lot 303 & 284 in Community
Plan DP 270417 Covered by
Subdivision Certificate No. 049/16

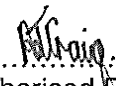
TERMS OF RESTRICTION NUMBERED 13 IN THE ABOVEMENTIONED PLAN

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lot(s) that they will not, without the prior and express written consent of the Authority benefited:
2.
 - (a) Do any act, matter or thing which would prevent the overland flowpath from operating in a safe and efficient manner.
 - (b) Make or permit or suffer the making of any alterations or additions to the overland flowpath.
 - (c) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the overland flowpath.
3. Any boundary or internal fencing that crosses the overland flowpath is to be open mesh style within 500mm of the finished ground level, with the mesh openings designed to provide a minimum 80% clear area. The underside of the fencing shall provide a minimum clear opening of 300mm to ground level.

This restriction shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purposes of this restriction, "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates and surfaces designed to convey stormwater through the site) shown on plans approved by Penrith City Council as Construction Certificate No. CCX 14/0050 dated 12th June 2015, and contained within the Easement to Drain Water 5 wide (DP270417), designated as "(B)" on the Plan of Subdivision of Lot 303 & 284 in Community Plan DP 270417.

Approved by the Council of the City of Penrith.....
14626 Stg12 88B


Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
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ePlan (DOC.17)**

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Sheet 10 of 13 Sheets

Plan: **DP270417**

Plan of Subdivision of Lot 303 & 284 in Community
Plan DP 270417 Covered by
Subdivision Certificate No. 049/16

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR MODIFY
THE TERMS OF THE RESTRICTIONS NUMBERED 1 AND THE EASEMENT NUMBERED 5 &
9, RESTRICTIONS NUMBERED 10, 12, & 13 AND THE POSITIVE COVENANT NUMBERED
11 IN THE ABOVEMENTIONED PLAN.**

PENRITH CITY COUNCIL

**NAME OF PERSON AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR
MODIFY THE TERMS OF THE RESTRICTION NUMBERED 2 IN THE ABOVEMENTIONED
PLAN.**

THE REGISTERED PROPRIETOR OF LOT 1 IN DP 270417

**NAME OF PERSON AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR
MODIFY THE TERMS OF THE RESTRICTION NUMBERED 4 IN THE ABOVEMENTIONED
PLAN.**

THE REGISTERED PROPRIETOR OF LOT 347

**NAME OF PERSON OR AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE
VARY OR MODIFY THE EASEMENT NUMBERED 6 AND RESTRICTIONS NUMBERED 7 & 8
IN THE ABOVEMENTIONED PLAN**

ENDEAVOUR ENERGY

**NAME OF PERSON AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR
MODIFY THE TERMS OF THE RESTRICTION NUMBERED 3 IN THE ABOVEMENTIONED
PLAN.**

THE CORPORATION WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY
THE RESTRICTIONS THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS TWIN
CREEKS PROPERTIES PTY LTD FOR SUCH PERIOD AS IT IS THE REGISTERED
PROPRIETOR OF ANY LAND IN THE SAID PLAN OR FOR A PERIOD OF FIVE YEARS
FROM THE DATE OF REGISTRATION OF THE SAID PLAN WHICHEVER IS THE LATER.

THEREAFTER THE SAID RESTRICTIONS MAY BE RELEASED, VARIED OR MODIFIED BY
THE PERSON OR PERSONS WHO ARE REGISTERED PROPRIETORS FOR THE TIME
BEING OF A LOT HAVING THE BENEFIT OF THE SAID RESTRICTIONS AND HAVING A
COMMON BOUNDARY WITH THE PARTICULAR LOT HAVING THE BURDEN OF THE SAID
RESTRICTIONS IN RESPECT OF WHICH LOT IT IS SOUGHT TO RELEASE, VARY OR
MODIFY THE SAID RESTRICTIONS OR ANY PART OR PARTS THEREOF.

Approved by the Council of the City of Penrith.....
14626 Stg12 88B


Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Plan: **DP270417**

11 13

Sheet 10 of 12 Sheets
ePlan (DOC.17)

Plan of Subdivision of Lot 303 & 284 in Community
Plan DP 270417 Covered by
Subdivision Certificate No

6016/0044

049/16

Patraig.

SIGNATURES AND SEALS

Signed on behalf of **ENDEAVOUR ENERGY**
ABN 59 253 130 878
By its Attorney pursuant to power of Attorney
Book 4705 No 566 in the presence of:

W

D Pears

Signature of Witness

Deborah Pears

Name of Witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of Attorney

Name: Helen Smith

Position: Manager Property & Fleet

6 MAY 2016
Date of Execution

Reference: URS15046

Approved by the Council of the City of Penrith.....

14626 Stg12 88B

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
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ePlan (DOC.17)**

Lengths are in metres

Sheet 12 of 13 Sheets

Plan: **DP270417**

Plan of Subdivision of Lot 303 & 284 in Community
Plan DP 270417 Covered by
Subdivision Certificate No

SC16/0041
049/16

At Craig

**EXECUTED by Twin Creeks Properties
Pty Ltd ACN 090 362 744 in accordance
with section 127 of the Corporations Act:**

Signature of director

Name (please print)

Mary O'Sullivan

Signature of director/secretary

Name (please print)

Andrew Wiesener

Perpetual Corporate Trust Limited ACN 000 341 533
by its Attorney pursuant to Power of Attorney dated
18 September 2014 Registered No. 134 Book 4676
Who states that he/she has received no notice of
revocation of the Power of Attorney.

Attorney Name:

Position:

Trent Franklin
Manager Custody

WITNESS:

RACHEL CHAN

L12, 123 PITT ST
SYDNEY

Approved by the Council of the City of Penrith.....

14626 Sig12 88B

Authorised Person

At Craig

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED AND
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BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**
ePlan (DOC.17)
Sheet 13 of 13 Sheets

Lengths are in metres

Plan: **DP270417**

Plan of Subdivision of Lot 303 & 284 in Community
Plan DP 270417 Covered by
Subdivision Certificate No. 049/16

The **Penrith City Council** by its authorised delegate pursuant to S.377 Local Government Act
1993

ROBERT CRAIG
Name: (authorised delegate)

ACTING DEVELOPMENT ASSESSMENT CO-ORDINATOR
Position Held: (authorised delegate)

R. Craig 28/7/16
Signature: (authorised delegate) Date:

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

CHRISTINE MARTIN
Name: (eligible witness)

PLANNING ADMIN OFFICER
Occupation/Position Held: (eligible witness)

U/- 601 HIGH ST PENRITH
Address: (eligible witness)

M. Martin
Signature: (eligible witness)

Approved by the Council of the City of Penrith.....
14626 Stg12 88B Authorised Person

REGISTERED



13.9.2016

DP270417

COMMUNITY MANAGEMENT STATEMENT

**TWIN
CREEKS
ACREAGE
ESTATE**

Community Land Development Act 1989 (NSW)

Community Land Management Act 1989 (NSW)

WARNING

The terms of this Management Statement bind the Community Association,
each Subsidiary Body and each Owner of a Lot.

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION



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PART 1 - BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws concern the control and preservation of the essence or theme of the Community Scheme and may only be amended or revoked by a unanimous resolution of the Community Association - see section 17(2) of the Management Act.

1. OVERVIEW

1.1 What is Twin Creeks

Twin Creeks is a prestigious rural residential development within an estate with a championship golf course.

1.2 How is Twin Creeks managed

Twin Creeks is managed in the manner set out in this Management Statement.

1.3 Who is bound by this Management Statement

This Management Statement binds:

- (a) the Community Association;
- (b) each Subsidiary Body; and
- (c) each person who is the registered proprietor of a Lot, or the tenant, occupier or mortgagee in possession of a Lot.

1.4 Objectives

- (a) The objectives of this Management Statement are to establish procedures and a management regime so as to:
 - (i) ensure Twin Creeks is developed and maintained as a prestigious rural residential development;
 - (ii) preserve the pre-existing ecological heritage; and
 - (iii) meld lifestyle, heritage and ecological sustainability.
- (b) To assist in achieving the Objectives:
 - (i) design standards have been developed for Twin Creeks and embodied in the Pattern Book providing architectural and landscape guidelines to ensure a high standard of integration between individual residential design and the overall landscape setting for the entire Community Parcel; and

- (ii) a Design Review Panel has been established to ensure the quality of each dwelling and its landscaping are in keeping with the prescribed design standards contemplated by the Pattern Book.

2. DEVELOPMENT ACTIVITIES

2.1 Consents

Prior to carrying out any Development Activity on a Lot, the Owner of the Lot must:

- (a) apply to the Council for, and procure from the Council, a Development Consent to that Development Activity; and
- (b) apply to the Design Review Panel for, and procure from the Design Review Panel, a Development Activity Consent to that Development Activity in the manner required by this Management Statement.

2.2 Council requirements

- (a) As a condition of consent, the Council will require Owners to comply with the Building Siting and Design Code.
- (b) The Building Siting and Design Code is a set of architectural guidelines for the construction of dwellings on the Community Parcel, prepared by the Original Proprietor for the Council to satisfy Council's consent conditions in respect of development of the Community Parcel.

2.3 Requirements of the Community Association

- (a) As a condition of consent, the Design Review Panel will require Owners to comply with the Pattern Book.
- (b) The Pattern Book is a set of architectural guidelines for the construction of dwellings on the Community Parcel, prepared by the Original Proprietor and adopted by the Community Association.

2.4 Relationship between the Building Siting and Design Code and the Pattern Book

- (a) The Building Siting and Design Code is a requirement of the Council.
- (b) The Pattern Book is a requirement of the Community Association.
- (c) All elements of the Building Siting and Design Code are encompassed within the Pattern Book.

2.5 Relationship between the consents

- (a) The application for, and issue of, a Development Consent by the Council is a separate process to the application for, and issue of, a Development Activity Consent by the Design Review Panel.

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- (b) The issue of a Development Consent by the Council to a proposed Development Activity does not mean the Design Review Panel will issue a Development Activity Consent for that Development Activity and does not place any obligation on the Design Review Panel to issue a Development Activity Consent for that Development Activity.
- (c) The issue of a Development Activity Consent by the Design Review Panel to a proposed Development Activity does not mean the Council will issue a Development Consent for that Development Activity and does not place any obligation on the Council to issue a Development Consent for that Development Activity.

2.6 Enforcement

- (a) Enforcement of any Development Consent and the requirements of the Building Siting and Design Code are the responsibility of the Council.
- (b) Enforcement of the requirements of the Pattern Book and the requirements of this Management Statement in connection with Development Activities are governed by this Management Statement and the Community Titles Legislation and are not the responsibility of the Council.

3. PATTERN BOOK

3.1 What the Pattern Book does

The Pattern Book contains:

- (a) architectural guidelines providing a detailed definition of the architectural theme and style for Improvements on Subsidiary Body Lots and Lots; and
- (b) landscape guidelines defining the landscape requirements for Subsidiary Body Lots and Lots.

3.2 Parties bound

In adopting the Pattern Book, unless stated otherwise in this Management Statement, it is the intention of the Community Association that the Pattern Book binds:

- (a) the Community Association;
- (b) each Subsidiary Body; and
- (c) each Owner.

3.3 Obtaining a copy of the Pattern Book

- (a) If requested by an Owner or a Subsidiary Body, the Community Association must provide, at the reasonable Cost of that Owner or Subsidiary Body, a copy of the Pattern Book, or if changes have been made to the Pattern Book as permitted by this Management Statement, a

copy of the most recent Pattern Book or any document which may have changed the Pattern Book.

- (b) The Community Association may prescribe a fee for providing a copy of the Pattern Book which must be paid to the Community Association prior to the Community Association being obliged to provide a copy of it.

4. DEVELOPMENT, ARCHITECTURAL AND LANDSCAPING STANDARDS FOR SUBSIDIARY BODIES

4.1 Subsidiary Body may prescribe

A Subsidiary Body may prescribe development, architectural and landscaping standards for its Subsidiary Scheme.

4.2 Consent of Community Association

- (a) If a Subsidiary Body prescribes development, architectural and landscaping standards, the Subsidiary Body must promptly serve a copy on the Community Association.
- (b) The development, architectural and landscaping standards prescribed by the Subsidiary Body do not become the development, architectural and landscaping standards for the Subsidiary Body until they receive the written consent of the Community Association.
- (c) The Community Association may consent to the development, architectural and landscaping standards proposed by the Subsidiary Body, or impose conditions, in its absolute discretion.

4.3 Administration of development, architectural and landscaping standards for a Subsidiary Scheme

The administration and enforcement of the development, architectural and landscaping standards for a Subsidiary Body is the responsibility of the Community Association or the Subsidiary Body, at the election of the Community Association.

4.4 Parties bound

If development, architectural and landscaping standards are prescribed by a Subsidiary Body and consented to by the Community Association, the Subsidiary Body and Lots within that Subsidiary Scheme are bound by those development, architectural and landscaping standards.

4.5 Conflict

If there is a conflict between the development, architectural and landscaping standards for a Subsidiary Body and the Building Siting and Design Code, the Building Siting and Design Code prevails to the extent of any inconsistency.

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4.6 Resort Lot

The provisions of by-laws 4.2 to 4.5 (inclusive) do not bind the Resort Lot.

4.7 Golf Course Lot

The provisions of by-laws 4.2 to 4.5 (inclusive) do not bind the Golf Course Lot.

5. AMENDING THE PATTERN BOOK

5.1 By the Original Proprietor

The Original Proprietor may amend the Pattern Book in the manner contemplated by by-law 15.2.

5.2 By the Community Association

The Pattern Book may be amended by the Community Association:

- (a) when the Original Proprietor ceases to have the right to do so under by-law 15.2; and
- (b) in General Meeting by Special Resolution.

5.3 The amended Pattern Book

The amended Pattern Book becomes the Pattern Book for the Community Parcel:

- (a) when the amendments are made by the Original Proprietor, in the manner contemplated by by-law 15.2; and
- (b) when the amendments are made by the Community Association, when the amendments are approved by the Community Association in General Meeting by Special Resolution.

5.4 Application by Owner to amend the Pattern Book

- (a) An Owner may apply to the Community Association to amend the Pattern Book.
- (b) A Subsidiary Body may apply to the Community Association to amend the Pattern Book.
- (c) An application must contain sufficient detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.

5.5 Decision of Community Association

- (a) The Community Association must refer an application to amend the Pattern Book to a General Meeting for decision.

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- (b) In order to determine an application, the Community Association may request additional information, reports or documents and may determine these are to be provided at the expense of the requesting party.

5.6 Copy of amended Pattern Book to be provided

- (a) If the Community Association amends the Pattern Book, then within a reasonable time the Community Association must deliver a copy of the amendments to:
 - (i) each Owner; and
 - (ii) each Subsidiary Body.
- (b) The Community Association will have satisfied its obligations in by-law 5.6(a) if a copy of the amended Pattern Book is included in the Community Association web site (if one) and each Subsidiary Body and Owner is notified in writing that changes have been made and notified of their availability on the web site.

6. AMENDING THE DEVELOPMENT, ARCHITECTURAL AND LANDSCAPING STANDARDS FOR SUBSIDIARY BODIES

6.1 Subsidiary Body may amend

A Subsidiary Body may amend the development, architectural and landscaping standards relevant to its scheme by Special Resolution.

6.2 Consent of Community Association

- (a) If a Subsidiary Body proposes to amend the Development, architectural and landscaping standards applicable to its scheme, the Subsidiary Body must promptly serve a copy of the proposed amendment on the Community Association.
- (b) Any amendment proposed by the Subsidiary Body does not become effective until it receives the written consent of the Community Association.
- (c) The Community Association may consent to the development, architectural and landscaping standards proposed by the Subsidiary Body, or impose conditions, in its absolute discretion.

6.3 Application by Owner to amend

- (a) An Owner may apply to a Subsidiary Body to amend the development, architectural and landscaping standards applicable to the Subsidiary Scheme.
- (b) An application must contain sufficient detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.

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6.4 Decision of Community Association

- (a) The Subsidiary Body must refer an application to amend to a General Meeting for decision. Any application may only be referred to a General Meeting of the Subsidiary Body if the Community Association has approved the proposed amendment by way of an Ordinary Resolution at a General Meeting of the Community Association.
- (b) In order to determine an application, the Subsidiary Body may request additional information, reports or documents.

6.5 Copy of amended development, architectural and landscaping standards to be provided

- (a) If the Subsidiary Body amends the development, architectural and landscaping standards in the manner contemplated by this by-law 6, then within a reasonable time the Subsidiary Body must deliver a copy of the amendments to:
 - (i) each Owner; and
 - (ii) the Community Association.
- (b) The Subsidiary Body will have satisfied its obligations in by-law 6.5(a) if a copy of the amended development, architectural and landscaping standards is included in the Community Association web site (if one) and the Community Association and each Owner is notified in writing that changes have been made and notified of their availability on the web site.

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BY-LAW 6.6 ADDED
SEE ANNEXURE 'D'.



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7. CONDITIONS ATTACHING TO AMENDING THE PATTERN BOOK

7.1 Building Siting and Design Code

Subject to the approval of the Council contemplated by by-law 7.2, any amendment to the Pattern Book by either the Original Proprietor or the Community Association must not make the Pattern Book inconsistent with the Building Siting and Design Code.

7.2 Consent of the Council

If it is proposed to amend any part of the Pattern Book which amendment, if made, would result in there being an inconsistency between the Pattern Book and the Building Siting and Design Code, then:

- (a) any such amendment must be approved by the Council pursuant to section 96(2) of the *Environmental Planning and Assessment Act 1979*; and
- (b) if the amendment is proposed by the Community Association, the Executive Committee must obtain the written approval of the Council to the proposed amendment prior to calling a General Meeting of the Community Association to consider the proposed amendments.

8. DESIGN REVIEW PANEL

8.1 Functions of the Community Association

The Community Association must retain a Design Review Panel in the manner provided by this by-law 8.

8.2 Functions of the Executive Committee

- (a) The Executive Committee has the following Functions in connection with the Design Review Panel:
- (i) determining the number of members on the Design Review Panel (which must never be less than 3);
 - (ii) determining the qualifications of each of its members;
 - (iii) determining the identity of each of its members;
 - (iv) determining whether the members should receive any remuneration;
 - (v) determining the level of remuneration of members;
 - (vi) terminating the services of a member;
 - (vii) accepting the resignation of a member;
 - (viii) appointing new members;
 - (ix) determining the amount of the Prescribed Fee;
 - (x) considering any recommendations of the Design Review Panel;
 - (xi) collecting from the secretary of the Design Review Panel the minutes of each meeting and circulating those minutes to each Subsidiary Body and registered proprietor of a Development Lot;
 - (xii) any matter the Design Review Panel should take into consideration in addition to those specified in by law 10.4; and
 - (xiii) any other matter in connection with the Design Review Panel.
- (b) Within 14 Business Days of the Original Proprietor ceasing to perform the Functions of the Design Review Panel, the Executive Committee must appoint a Design Review Panel.

8.3 Functions of the Design Review Panel

The Design Review Panel has the following Functions:

- (a) consulting and meeting with Development Applicants regarding proposed Development Activity Applications;

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- (b) receiving and processing Development Activity Applications;
- (c) issuing or refusing Development Activity Consents;
- (d) determining the form and content of Development Activity Applications and Development Activity Consents;
- (e) determining procedures for meetings;
- (f) appointing from its members a chairperson and a secretary;
- (g) making amendments to the Building Siting and Design Code (but only if the Functions of the Design Review Panel are being exercised by the Original Proprietor); and
- (h) any other matter determined by the Executive Committee.

8.4 Meetings

- (a) The Design Review Panel must meet on a regular basis for the purposes of determining Development Activity Applications.
- (b) Notwithstanding the provisions of by-law 8.4(a), the Design Review Panel must meet not later than 21 Business Days after receiving a Development Activity Application, for the purposes of determining that application.
- (c) Minutes of the Design Review Panel must be retained by the Design Review Panel and forwarded to the secretary of the Executive Committee within 14 Business Days of the relevant meeting.
- (d) Decisions of the Design Review Panel must be made by a majority of members present and voting at the relevant meeting.
- (e) Meetings of the Design Review Panel may only be held if there is a quorum present.
- (f) A quorum constitutes at least 2 members.

8.5 Role of the Design Review Panel

- (a) The role of the Design Review Panel is procedural only.
- (b) The Design Review Panel does not take any responsibility for the adequacy or appropriateness of any Development Activity, any Development Activity Consent or any approvals which issue for a Development Activity.

8.6 Appointment of consultants

- (a) The Community Association may appoint independent consultants with special skills and expertise in the relevant areas to advise and assist the Design Review Panel in performing its Functions, whether or not the

Functions of the Design Review Panel are being performed by the Original Proprietor. The fees of any such consultants are the responsibility of the Community Association.

- (b) Each Owner must engage the services of independent consultants with special skills and expertise in the relevant areas to advise and assist the Owner in preparing a Development Activity Application. The Owner is responsible for:
 - (i) the fees of its own consultants; and
 - (ii) the fees of the consultants engaged by the Community Association, which fees must be paid within 14 Business Days of the Community Association giving the Owner request for payment.

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9. DEVELOPMENT ACTIVITIES

9.1 Development Activities

Development Activities are:

- (a) the construction of Improvements of any kind;
- (b) the extension or addition to an Improvement;
- (c) altering the appearance of an Improvement;
- (d) altering the colour of an Improvement;
- (e) the demolition of an Improvement;
- (f) the use of a Subsidiary Body Lot;
- (g) changing the use of a Lot from that existing and permitted by any current Development Consent; and
- (h) any other matter determined by the Original Proprietor or the Executive Committee to be a Development Activity.

9.2 Development Activity Consent

- (a) An Owner must not, and must not permit any other party to:
 - (i) commence;
 - (ii) carry out;
 - (iii) continue to carry out; or
 - (iv) make an application of any kind (including without limitation a Development Application, an application for a Construction Certificate or a variation of any such application) to a Consent

Authority, an Accredited Certifier or any other Authority in connection with,

a Development Activity on its Lot unless it first obtains a Development Activity Consent from the Design Review Panel in connection with that Development Activity.

(b) A Subsidiary Body must not, and must not permit any other party to:

- (i) commence;
- (ii) carry out;
- (iii) continue to carry out; and
- (iv) make an application of any kind (including without limitation a Development Application, an application for a construction certificate or a variation to any such application) to a Consent Authority, an Accredited Certifier or any other Authority in connection with,

a Development Activity on its Subsidiary Body Lot unless it first obtains a Development Activity Consent from the Design Review Panel in connection with that Development Activity.

9.3 Development Application

- (a) A Development Application in connection with a Development Activity may only be lodged with a Consent Authority or an Accredited Certifier accompanied by a Development Activity Consent.
- (b) An application for a variation of or to a Development Consent must be submitted to and approved by the Design Review Committee as though it was an original Development Application.

10. APPROVAL PROCEDURES TO DEVELOPMENT ACTIVITIES

10.1 Development Activity Application

A Development Activity may not be carried out, or commenced to be carried out, on a Subsidiary Body Lot or a Lot unless:

- (a) a Development Activity Application has been made to the Design Review Panel in the approved form;
- (b) the Design Review Panel has issued a Development Activity Consent in connection with that Development Activity; and
- (c) there is in respect of the Development Activity, all relevant consents from all relevant Authorities.

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10.2 Who may make a Development Activity Application

A Development Activity Application may be made by:

- (a) in respect of a Lot;
 - (i) the Owner of the Lot; or
 - (ii) any other party with the written authority of the Owner; and
- (b) in respect of a Subsidiary Body Lot;
 - (i) the relevant Subsidiary Body; or
 - (ii) any other party with the written authority of the Subsidiary Body.

10.3 Further information

To assist the Design Review Panel with any decision, the Design Review Panel may request the Development Applicant to submit, at the Development Applicant's expense:

- (a) additional plans and specifications;
- (b) additional information, reports or documents;
- (c) details of changes to be made to the plans and specifications if an Authority requires those changes; and
- (d) any other relevant information, facts or material required by the Design Review Panel.

10.4 Matters to take into consideration

In making its decision on whether to consent to a Development Activity Application, the Design Review Panel must take into consideration the following matters:

- (a) whether the Development Activity is consistent with the Objectives;
- (b) whether the Development Activity complies with the Pattern Book; and
- (c) any other matter determined by the Executive Committee.

10.5 Deemed refusal

If the Design Review Panel does not make a decision within 21 Business Days after receiving a Development Activity Application and all information required to make a decision, then the Design Review Panel has not approved the application before it.

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10.6 Development Activity Consent

- (a) If the Design Review Panel approves a Development Activity, it must issue a Development Activity Consent.
- (b) The Design Review Panel may give its consent unconditionally, or on conditions. If the consent is given on conditions, the conditions must be set out in the Development Activity Consent.

10.7 Decision of the Design Review Panel

The decision of the Design Review Panel is final.

10.8 Later decisions

If the Design Review Panel gives Development Activity Consent, then that consent does not prevent the Design Review Panel from disapproving or approving with conditions future Development Activities Applications of the same or similar nature.

10.9 When an Owner has consent of the Design Review Committee

An Owner or a Subsidiary Body will not be regarded as having approval of the Design Review Panel to a Development Activity unless, in connection with that activity, the Owner or Subsidiary Body has been issued a Development Activity Consent.

10.10 Prescribed Fee

- (a) A Development Activity Application must be accompanied by the Prescribed Fee.
- (b) For so long as the Original Proprietor has elected to carry out the Functions of the Design Review Panel and the Executive Committee so far as they related to the Design Review Panel, the Prescribed Fee is payable to the Original Proprietor.

11. DEVELOPMENT WORKS

11.1 Development Works not permitted to remain

- (a) An Owner must not permit to remain on its Lot any Development Works which have not been approved by the Design Review Panel in accordance with by-law 10.
- (b) A Subsidiary Body must not permit to remain on its Subsidiary Body Lot any Development Works which have not been approved by the Design Review Panel in accordance with by-law 10.

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11.2 Construction obligations

- (a) An Owner must ensure Development Works and the manner in which Development Works are constructed, used and managed on any Lot comply with:
- (i) the Pattern Book;
 - (ii) the Building Siting and Design Code;
 - (iii) the Development Activity Consent issued in connection with those Development Works (and any condition in that consent);
 - (iv) the requirements of all relevant Authorities; and
 - (v) the requirements of all relevant consents, approvals and licences.
- (b) A Subsidiary Body must ensure Development Works and the manner in which Development Works will be constructed, used and managed on the Subsidiary Body Property of that Subsidiary Body comply with:
- (i) the Pattern Book;
 - (ii) the Building Siting and Design Code;
 - (iii) the Development Activity Consent issued in connection with those Development Works (and any condition in that consent);
 - (iv) the requirements of all relevant Authorities; and
 - (v) the requirements of all relevant consents, approvals and licences.
- (c) When carrying out Development Works, an Owner:
- (i) must comply with the following requirements:
 - building materials must not be stored on Verges;
 - there must be a single point of entry for construction across a Verge;
 - the remaining Verge must be cordoned off; and
 - Verges must not be altered;
 - (ii) must:
 - ensure no damage is caused to Community Property or a Subsidiary Body Lot or to any landscaping on Community Property or a Subsidiary Body Lot;

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- ensure no damage is caused to Service Lines, pipes or Services within the Community Scheme;
 - ensure the works are carried out in a proper and workmanlike manner;
 - ensure the works are carried out in accordance with the requirements of all appropriate Authorities and in accordance with the terms of all consents, approvals, certificates and licences;
 - repair any damage caused to Community Property or a Subsidiary Body Lot as a result of the works; and
 - repair or replace any damaged landscaping on Community Property or a Subsidiary Body Lot; and
- (iii) must notify the Community Association of the proposed commencing and terminating dates of the Development Works.
- (d) When carrying out Development Works, a Subsidiary Body:
- (i) must comply with the following requirements:
- building materials must not be stored on Verges;
 - there must be a single point of entry for construction across a Verge;
 - the remaining Verge must be cordoned off; and
 - Verges must not be altered;
- (ii) must:
- ensure no damage is caused to Community Property or a Lot or to any landscaping on Community Property or a Lot;
 - ensure no damage is caused to Service Lines, pipes or Services within the Community Scheme;
 - ensure the works are carried out in a proper and workmanlike manner;
 - ensure the works are carried out in accordance with the requirements of all appropriate Authorities and in accordance with the terms of all consents, approvals, certificates and licences;
 - repair any damage caused to Community Property or a Lot as a result of the works; and

- repair or replace any damaged landscaping on Community Property or a Lot; and
- (iii) must notify the Community Association of the proposed commencing and completion dates of the Development Works.

11.3 Rules

- (a) The Executive Committee may formulate rules governing the conduct of activities on Subsidiary Body Lots and Lots during the approval and construction phases of Development Works.
- (b) Owners must comply with those rules which have been communicated to them and which relate to their Lot.
- (c) Subsidiary Bodies must comply with those rules which have been communicated to them and which relate to their Subsidiary Body Property.

12. SUBDIVISION

12.1 Prohibited by Owners

An Owner may only subdivide its Lot if the proposed subdivision:

- (a) is approved by the Community Association in General Meeting by way of a Special Resolution; and
- (b) is the subject of a Development Consent.

12.2 Prohibited by Subsidiary Body

A Subsidiary Body may only subdivide its Subsidiary Body Lot if the proposed subdivision:

- (a) is approved by the Community Association in General Meeting by way of a Special Resolution; and
- (b) is the subject of a Development Consent.

13. MAINTENANCE

13.1 Exterior maintenance of Lots

Each Lot:

- (a) must be kept clean and tidy and in good repair and condition; and
- (b) must be maintained:
- (i) in a proper and workmanlike manner;
 - (ii) to the reasonable satisfaction of the Community Association; and

- (iii) in compliance with the Pattern Book.

13.2 Exterior maintenance of Subsidiary Body Lot

Each Subsidiary Body Lot:

- (a) must be kept clean and tidy and in good repair and condition; and
- (b) must be maintained:
 - (i) in a proper and workmanlike manner;
 - (ii) to the reasonable satisfaction of the Community Association; and
 - (iii) in compliance with the Pattern Book.

13.3 Community Association to give notice

- (a) The Community Association may give a notice to an Owner or a Subsidiary Body requiring that Owner or Subsidiary Body to comply with the terms of this by-law 13.
- (b) If an Owner or a Subsidiary Body does not comply with this by-law, then the Community Association may exercise its rights under by-laws 35.3 and 35.4.

14. CONSENTS, PERMITS AND LAWS

14.1 Consents and permits

- (a) An Owner must not:
 - (i) carry out or permit to be carried out any Development Works on any Lot;
 - (ii) carry out or permit to be carried out any activity on any Lot; or
 - (iii) use or occupy a Lot, or permit any use or occupation, on any Lot,unless all relevant consents and permits have issued and are current for the works, use, activity or occupation.
- (b) A Subsidiary Body must not:
 - (i) carry out or permit to be carried out any Development Works on its Subsidiary Body Lot;
 - (ii) carry out or permit to be carried out any activity on its Subsidiary Body Lot; or
 - (iii) use or occupy a Lot, or permit any use or occupation, on its Subsidiary Body Lot,

unless all relevant consents and permits have issued and are current for the works, use, activity or occupation.

15. ORIGINAL PROPRIETOR, GOLF COURSE LOT AND RESORT LOT

15.1 Functions of the Design Review Panel to be exercised by Original Proprietor

- (a) The Functions of the Design Review Panel and the Executive Committee so far as they relate to the Design Review Panel may be exercised by the Original Proprietor, at its election, for any period of time specified in a written notice from the Original Proprietor served on the Community Association.
- (b) Any notice by the Original Proprietor may be amended from time to time by another written notice from the Original Proprietor.
- (c) The rights of the Original Proprietor in this by-law 15.1:
 - (i) only apply for so long as the Original Proprietor is the registered proprietor of at least one Lot; and
 - (ii) cease either when by-law 15.1(c)(i) applies or when the Original Proprietor serves written notice on the Community Association that it terminates its rights under this by-law 15.1 (whichever is the earlier).

15.2 Changes to the Pattern Book by Original Proprietor

- (a) Subject to by-law 7.2, the Original Proprietor may change the Pattern Book at its election.
- (b) If the Original Proprietor changes the Pattern Book, the Original Proprietor must communicate those changes in writing to the Community Association within 14 Business Days of the change. The amended Pattern Book becomes the Pattern Book for Twin Creeks when the amendments are communicated to the Community Association.
- (c) If the Original Proprietor changes the Pattern Book, then within a reasonable time the Community Association must deliver a copy of the amendments to:
 - (i) each Owner; and
 - (ii) each Subsidiary Body.
- (d) The Community Association will have satisfied its obligations in by-law 15.2(c) if a copy of the amended Pattern Book is included in the Community Association web site (if one) and each Subsidiary Body and Owner is notified in writing that changes have been made and notified of their availability on the web site.

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15.3 Original Proprietor not bound

The Original Proprietor is not bound:

- (a) by the Pattern Book;
- (b) to follow the procedures in this Part 1 so far as they relate to Development Activities and obtaining the consent of the Design Review Panel; and
- (c) by the provisions of by-laws 9, 10, 11, 12, 13 and 14.

15.4 Golf Course Lot Owner not bound

Notwithstanding the terms of any other by-law, the Golf Course Lot Owner is not bound:

- (a) by the Pattern Book;
- (b) to follow the procedures in this Part 1 so far as they relate to Development Activities and obtaining the consent of the Design Review Panel; and
- (c) by the provisions of by-laws 9, 10, 11, 12, 13 and 14.

15.5 Resort Lot Owner not bound

Notwithstanding the terms of any other by-law, the Resort Lot Owner is not bound:

- (a) by the Pattern Book;
- (b) to follow the procedures in this Part 1 so far as they relate to the Development Activities and obtaining the consent of the Design Review Panel; and
- (c) by the provisions of by-laws 9, 10, 11, 12, 13 and 14.

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PART 2 – RESTRICTED COMMUNITY PROPERTY

These by-laws may only be amended:

- (a) *during the Initial Period, by order of the Supreme Court or the Community Schemes Board;*
- (b) *after the expiry of that Initial Period, by:*
 - (i) *Special Resolution; and*
 - (ii) *with the written consent of each person entitled by the by-law to use the Restricted Community Property.*

(See Section 54 of the Management Act).

16. COMMUNITY PROPERTY

16.1 The Original Proprietor

To enable the Original Proprietor to carry out the Project Activities, the Original Proprietor has restricted use of the Community Property.

16.2 When the role of the Original Proprietor ceases

- (a) Restricted use of the whole or a particular part of the Community Property ceases when the Original Proprietor notifies the Community Association that the Project Activities or a particular part of the Project Activities have been completed.
- (b) Despite by-law 16.2(a), restricted use of the whole or a particular part of the Community Property ceases when the Original Proprietor is no longer the registered proprietor of a Lot.

16.3 Levies

There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 16.

17. ORIGINAL PROPRIETOR'S RIGHTS TO CARRY OUT PROJECT ACTIVITIES

17.1 Original Proprietor's rights

The Original Proprietor and each person the Original Proprietor authorises has such right as may be necessary to enable the Original Proprietor to carry out the Project Activities on the Twin Creeks including the right to:

- (a) unrestricted access by any means over Community Property;

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- (b) the use of any part of the Community Scheme to carry out Project Activities and exercise rights under this by-law;
- (c) place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
- (d) install, connect or alter Services on or within Community Property;
- (e) lock or secure part of the Community Property;
- (f) attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Parcel;
- (g) conduct sales and marketing activities (including auctions) on the Community Parcel; and
- (h) holds events or functions on the Community Parcel in connection with the selling and leasing of Lots in the Community Parcel.

17.2 Original Proprietor's obligations

- (a) The Original Proprietor must:
 - (i) repair any damage caused to the Community Parcel as a result of the Project Activities as soon as practicable after that damage occurs;
 - (ii) keep interference with the use by Owners or Occupiers of Lots to a minimum so far as is consistent with the Project Activities;
 - (iii) maintain any Community Property that the Original Proprietor has been given the exclusive right to use; and
 - (iv) on completion of each part of the Project Activities, leave the relevant Community Parcel areas in a clean and tidy condition.
- (b) Owners acknowledge that as a result of the Original Proprietor's rights to carry out the Project Activities set out in this by-law 17, they may be subjected to noise and dust resulting from the Project Activities.

17.3 Levies

There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 17.

18. COMMUNITY FACILITIES

18.1 Original Proprietor

The Original Proprietor has restricted use of each of the Community Facilities.

18.2 When the role of the Original Proprietor ceases

Restricted use of the Community Facilities or a particular Community Facility ceases when the Original Proprietor notifies the Community Association that it no longer requires restricted use of that Community Facility.

18.3 Levies

There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 18.

19. RESTRICTED USE OF CERTAIN COMMUNITY FACILITIES

19.1 Rules

- (a) Either the Community Association in General Meeting by Ordinary Resolution, or the Executive Committee, may at any time make rules, and may at any time add to or amend any existing rule, for the control, management, operation, use and enjoyment of the Community Facilities comprising the swimming pool and the tennis courts.
- (b) The Rules must not be inconsistent with:
 - (i) the Management Act;
 - (ii) the Development Act;
 - (iii) this Management Statement; and
 - (iv) the terms of any Development Consent.
- (c) The Rules bind the Community Association, each Owner, each Permitted Person and each Subsidiary Body.

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PART 3 – MANDATORY MATTERS

20. RESPONSIBILITY

20.1 Responsibility of Community Association

The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.

20.2 Responsibility of Owners

- (a) An Owner must obtain the written approval of the Community Association before that Owner does any of the following to Community Property:
- (i) leaves anything on Community Property otherwise than in the normal course use of Community Property;
 - (ii) obstructs the use of Community Property;
 - (iii) uses any part of Community Property for the Owner's or Occupier's own purposes;
 - (iv) erects on Community Property any Improvement;
 - (v) attaches to Community Property any item;
 - (vi) does or permits anything which might damage Community Property; or
 - (vii) alters Community Property.
- (b) An Owner must:
- (i) give notice to the Community Association of any damage to or defect in the Community Property immediately after the Owner becomes aware of such damage or defect;
 - (ii) only use anything on Twin Creeks for the purpose for which it was constructed or provided; and
 - (iii) only use or enjoy the Community Property in a manner or for a purpose which does not interfere with the use and enjoyment of the Community Property by another Owner or a Permitted Person.

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21. COMMUNITY PROPERTY

21.1 Description of Community Property

The Community Property comprises:

- (a) the Swimming Pool Area;
- (b) the Tennis Court Area;
- (c) the Meeting Room Area;
- (d) the Barbeque and Picnic Area;
- (e) the Children's Playground Area;
- (f) the following items of the Waste Water Management Equipment:
 - (i) sewage treatment plant;
 - (ii) sewage lines;
 - (iii) sewer rising mains;
 - (iv) effluent rising mains;
 - (v) sewage pumping station; and
 - (vi) effluent pumping station;
- (g) those parts of the Irrigation Equipment location on Community Property;
and
- (h) those parts of the Storm Water System located on Community Property.

21.2 Access Ways

No part of the Community Parcel has been set apart as an Open Access Way or Private Access Way.

22. PERMITTED USES OF, AND SPECIAL FACILITIES ON, COMMUNITY PROPERTY

22.1 When this by-law has effect

The terms of this by-law 22 have effect when the restricted rights granted by by-laws 16 and 17 end in accordance with the terms of those by-laws.

22.2 Description of the Leisure Facilities

The Leisure Facilities comprise the following parts of Community Property:

- (a) the Swimming Pool Area;

- (b) the Tennis Court Area;
- (c) the Meeting Room Area;
- (d) the Barbeque and Picnic Area; and
- (e) the Children's Playground Area.

22.3 Responsibility

The Community Association is responsible for the control, management, operation, maintenance and repair of the Leisure Facilities.

22.4 Who may use the Leisure Facilities

- (a) Subject to by-law 22.3, the Leisure Facilities are available for use by Owners and Occupiers.
- (b) Subject to by-law 22.3:
 - (i) Owners and Occupiers may permit persons authorised by them to use the Leisure Facilities; and
 - (ii) Country Club Members may permit their Associates to use the Leisure Facilities.

22.5 Rights of Golf Course Lot Owner and Club

Without limiting the generality of by-law 22.4(b), the Golf Course Lot Owner and the Club may permit any Member and any Guest of a Member to use the Leisure Facilities.

22.6 Rights of Resort Lot Owner

Without limiting the generality of by-law 22.4(b), the Resort Lot Owner may permit any person authorised by them to use the Leisure Facilities, including without limitation guests staying at the Resort.

23. FENCING

23.1 Development Activity

Replacing any fence or constructing any new fence on a Subsidiary Body Lot or a Lot is a Development Activity and is subject to the provisions of by-laws 8, 9, 10 and 11.

23.2 Internal fencing

Subject to the provisions of by-law 23.3 the Dividing Fences Act 1991 applies as between the following parts of the Community Parcel and the respective owners of those parts:

- (a) Community Property and a Community Development Lot;

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- (b) a Community Development Lot and another Community Development Lot;
- (c) Community Property and Neighbourhood Property;
- (d) Community Property and a Neighbourhood Lot;
- (e) Neighbourhood Property and a Neighbourhood Lot;
- (f) a Neighbourhood Lot and another Neighbourhood Lot;
- (g) a Strata Parcel and another Strata Parcel;
- (h) a Strata Parcel and Community Property; and
- (i) a Strata Parcel and a Community Development Lot.

23.3 Position of Original Proprietor

The Original Proprietor is not responsible to contribute to the cost of any fencing dividing any Lot it may own or:

- (a) any other Lot;
- (b) Community Property;
- (c) a Neighbourhood Parcel;
- (d) Neighbourhood Property; or
- (e) a Strata Parcel.

24. GARBAGE

- (a) An Owner must comply with any Rules or by-laws about garbage collection and the recycling of garbage made by:
 - (i) an Authority;
 - (ii) the Community Association; and
 - (iii) this Management Statement.
- (b) Each Owner is responsible for the removal of garbage and recyclable materials from its Lot into the relevant part of the Estate designated for garbage collection.
- (c) Owners must not leave or deposit rubbish or garbage of any kind on Community Property unless it is left or deposited in a receptacle provided by the Community Association for that purpose.

- (d) Bins of any kind must not be placed or allowed to remain on any part of a Lot or Subsidiary Body Lot which may be visible from any Lot, any other Subsidiary Body Lot, any public road or the Golf Course Lot.

25. PRIVATE SERVICES

25.1 Right in Community Association to provide

The Community Association may:

- (a) provide Private Services to Subsidiary Bodies and Owners;
- (b) arrange for the installation and maintenance of Service Lines for the provision of Private Services; and
- (c) contract with any person to provide a Private Service.

25.2 Obligations on Subsidiary Bodies

- (a) Subsidiary Bodies must not:
 - (i) do anything which interferes with, obstructs access to, overloads or damages any Service Line; or
 - (ii) do anything which interferes with, or prevents, the Community Association performing its Functions in connection with a Private Service.
- (b) Each Subsidiary Body must:
 - (i) immediately notify the Community Association of any damage to or the defective operation of a Private Service or a Service Line providing a Private Service immediately it becomes aware of the damage or defect;
 - (ii) comply with all directions of the Community Association in connection with the provision of the Private Service and the use of, and the connection to, the Private Service Lines; and
 - (iii) subject to section 60 of the Management Act, permit the Community Association and every person authorised by it to enter its Subsidiary Body Lot at all reasonable times on reasonable notice (except in the case of an emergency when no notice is required) to inspect, maintain, repair, renew, replace or increase the capacity of a Service Line providing a Private Service.

25.3 Obligations on Owners

- (a) Each Owner must not:
 - (i) do anything which interferes with, obstructs access to, overloads or damages any Service Line; or

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- (ii) do anything which interferes with, or prevents, the Community Association performing its Functions in connection with a Private Service.
- (b) Each Owner must:
 - (i) immediately notify the Community Association of any damage to or the defective operation of a Private Service or a Service Line providing a Private Service immediately it becomes aware of the damage or defect;
 - (ii) comply with all directions of the Community Association in connection with the provision of the Private Service and the use of, and the connection to, the Private Service Lines; and
 - (iii) subject to section 60 of the Management Act, permit the Community Association and every person authorised by it to enter its Lot at all reasonable times on reasonable notice (except in the case of an emergency when no notice is required) to inspect, maintain, repair, renew, replace or increase the capacity of a Service Line providing a Private Service.

26. SERVICES

26.1 Services

The following details the Services and the relevant Service Providers:

Service	Service Provider
Sewerage	Community Association
Potable water	Sydney Water
Electricity	
(a) high voltage	(a) Integral Energy
(b) low voltage	(b) Integral Energy
Telephone	Telstra

26.2 Private Services

Unless specified to the contrary in this Management Statement:

- (a) a Service is regarded as a Private Service if the Service Provider is the Community Association; and
- (b) the Community Association is responsible for the operation, management, maintenance repair, renewal and replacement of each Private Service and the Services Lines relevant to that Private Service.

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26.3 Position of Service Lines

If Service Lines are not installed in the position indicated on the Services Plan, then:

- (a) the Community Association must arrange for the preparation and registration of a further Services Plan showing the Service Lines as installed;
- (b) each Owner and each Subsidiary Body must consent to any later Services Plan and must do all things relevant and within their respective powers to facilitate registration of any amended Services Plan; and
- (c) the Community Association must make available all necessary documents, including the certificate of title for the Community Property, to enable registration of a further Services Plan.

26.4 Subsequent Services

- (a) If any Service is provided after registration of this Management Statement, the Community Association must give a later prescribed diagram to the Owner or Subsidiary Body of a Lot affected by the amendment.
- (b) Each Subsidiary Body and each Owner must give consent to the amendments and produce all necessary documentation including certificate titles for the Lot to facilitate registration of the amendment.
- (c) The Community Association must register any later prescribed diagram.

27. INSURANCE

- (a) The Community Association must take out any insurance required under the Management Act including policies:
 - (i) to cover any building or structure on or in the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;
 - (ii) under relevant workers compensation legislation;
 - (iii) to cover damage to the Community Property and for death and bodily injury for which the Community Association may become liable in damages for an amount of not less than \$20 million;
 - (iv) against damages for which the Community Association may become liable because of work done by a voluntary worker;
 - (v) to cover accidental injury to, or accidental death of, a voluntary worker;
 - (vi) against office bearers liability; and

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- (vii) against the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by Special Resolution to insure.
- (b) The Community Association must review, on an annual basis:
 - (i) all of its insurance; and
 - (ii) the need for new or additional insurances.
- (c) Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.
- (d) If there is an increase in risk or a new risk to the Community Property then the Community Association must immediately:
 - (i) effect new insurances; or
 - (ii) vary or extend existing insurances.
- (e) An Owner must obtain the written approval of the Community Association before that Owner does anything that might:
 - (i) void or prejudice the Community Association's insurance; or
 - (ii) increase any insurance premium which is payable by the Community Association.

28. EXECUTIVE COMMITTEE

28.1 Constitution

- (a) The Executive Committee must be established under the Management Act.
- (b) The officers of the Executive Committee are the secretary, treasurer and chairperson.

28.2 Functions of the Secretary

The Functions of the secretary of the Executive Committee include:

- (a) convening meetings of the Community Association and the Executive Committee;
- (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
- (c) on behalf of the Community Association and the Executive Committee, giving a notice required to be given under the Management Act;
- (d) maintaining the Community Association roll;

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- (e) supplying certificates setting out details of insurances, contributions and other matters under clause 2 of schedule 4 to the Management Act;
- (f) answering communications addressed to the Community Association or the Executive Committee;
- (g) performing administrative or secretarial Functions on behalf of the Community Association and the Executive Committee; and
- (h) keeping records under part 3 of schedule 1 to the Management Act.

28.3 Functions of the treasurer

The Functions of the treasurer of the Executive Committee include:

- (a) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions;
- (b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Titles Legislation;
- (c) preparing certificates providing details of contributions, insurances and other matters under clause 2 of schedule 4 to the Management Act;
- (d) keeping prescribed accounting records as required under clause 10 of schedule 1 to the Management Act; and
- (e) preparing financial statements as required under clause 11 of schedule 1 to the Management Act.

28.4 Function of the chairperson

The Function of the chairperson is to preside at Community Association meetings and Executive Committee meetings at which the chairperson is present.

28.5 Sub-committees

The Executive Committee may appoint one or more sub-committees comprising one or more of its members to:

- (a) conduct investigations;
- (b) perform duties and Functions on behalf of the Executive Committee; and
- (c) report the findings of the sub-committee to the Executive Committee.

28.6 No remuneration

A member of the Executive Committee:

- (a) is not entitled to any remuneration for the performance of that person's Functions; and

- (b) is entitled to reimbursement for reasonable out of pocket expenses as approved by the Executive Committee incurred by that person in the performance of that person's Functions.

28.7 Protection of Executive Committee members from liability

- (a) A member of the Executive Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee.
- (b) By-law 28.7(a) does not apply if a member is fraudulent or negligent other than negligence where the member acted in good faith.

29. MEETINGS

29.1 Meetings

Subject to the provisions of the Management Act, the Executive Committee may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as the Executive Committee thinks fit;
- (b) make decisions on the day to day administration of the Community Association; and
- (c) subject to this Management Statement, regularly call a meeting of the Executive Committee.

29.2 Right of Owner to attend meetings

- (a) An Owner or, where the Owner is a corporation, the company nominee of the corporation, may attend a meeting of the Executive Committee.
- (b) That person may address the meeting only if the Executive Committee passes a resolution authorising the person to do so.

29.3 Meeting at Request of Members

- (a) At the request of not less than one third of the members of the Executive Committee, the secretary must convene a meeting.
- (b) Subject to by-law 29.3(a), the secretary must convene the meeting within the period of time specified in the request.
- (c) The members must give the secretary more than 7 days to convene the meeting.
- (d) If no time is specified in the request, then the secretary must convene the meeting within 14 days receiving the request.
- (e) If the secretary is absent, a member of the Executive Committee must convene the meeting in accordance with by-law 29.3(d).

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29.4 Out of meeting determinations

Subject to s38(3) of the Management Act, a resolution is valid as if that resolution had been passed at a duly convened meeting of the Executive Committee, even though the meeting was not held, if:

- (a) the person convening the meeting has observed this Management Statement and the Management Act;
- (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting not less than 72 hours prior to the time of the meeting; and
- (c) the resolution has been approved in writing by a majority of members of the Executive Committee.

29.5 Notices and minutes of meetings

- (a) If the Community Association has placed a notice board on Community Property, then the Executive Committee complies with this by-law if the Executive Committee ensures that the agenda, notice and minutes are placed on the notice board.
- (b) At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:
 - (i) notify members of the Community Association of the meeting including details of the meeting; and
 - (ii) provide each member of the Community Association and each member of the Executive Committee with a copy of the agenda for the meeting.
- (c) The agenda must list the business that the Executive Committee will deal with at the meeting.
- (d) The secretary must ensure that:
 - (i) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting; and
 - (ii) that the following are properly kept:
 - agendas and minutes of meetings of the Executive Committee;
 - records of decisions of the Executive Committee; and
 - records of notices.
- (e) If the secretary is absent, then the chair must ensure that the Executive Committee complies with by-law 29.5(d).

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BY-LAW 29.6 ADDED
SEE ANNEXURE 'D'.



13.11.2017

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30. CONTRIBUTIONS

- (a) An Owner must pay:
 - (i) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and
 - (ii) on demand, any Costs of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under the by-laws in relation to the Owner.
- (b) If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under s79 of the Management Act.
- (c) Nothing in this by-law prevents the Community Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.
- (d) A certificate signed by the Community Association, its Managing Agent or the secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence:
 - (i) the amount; or
 - (ii) any other fact stated in that certificate.

PART 4 – OPTIONAL MATTERS

31. OBLIGATIONS ON OWNERS

31.1 Dealings with Community Property

- (a) Owners must:
- (i) compensate the Community Association for any damage to the Community Property or personal property vested in the Community Association caused by them or any of their invitees;
 - (ii) ensure their children and the children of their visitors:
 - are accompanied by a responsible adult if they are playing within the bounds of Community Property; or
 - unless accompanied by a responsible adult, do not enter areas of Community Property that are likely to be dangerous to children.
- (b) Owners must not:
- (i) without the prior written consent of the Community Association, interfere with the operation of, or modify, any equipment installed in the Community Property;
 - (ii) without the prior written consent of the Community Association, interfere with Community Property or remove any article from Community Property placed there by direction or authority of the Community Association;
 - (iii) bring or permit to enter, any heavy article onto the Estate which might cause structural damage to Community Property;
 - (iv) purposely damage or use part of a lawn or garden, a plant or tree exclusively for their own purpose; or
 - (v) damage any lawn, plant tree or garden situated on or within Community property.

31.2 Behaviour and responsibility when on Community Property

- (a) Owners must:
- (i) be adequately clothed when on Community Property;
 - (ii) do all that is necessary not to break any Law when on Community Property;

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- (iii) ensure their invitees:
 - are not left to remain on the Community Property unsupervised except to the extent reasonably necessary for their arrival and departure;
 - do not do anything that they cannot do under the By-laws; and
 - are removed from the Estate upon refusing to comply with the by laws.

- (b) Owners must not:
 - (i) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Community Property;
 - (ii) behave in a manner likely to cause offence or embarrassment to the Owner of another Lot or to any person lawfully using Community Property;
 - (iii) obstruct the lawful use of Community Property by any person; or
 - (iv) do anything which is illegal while on Community Property.

31.3 Occupation and use of Lots

- (a) Owners must:
 - (i) do all that is necessary not to break any Law on their Lot;
 - (ii) at their own expense, comply with all Laws affecting their Lot relating to the use and occupation of their Lot;
 - (iii) at their own expense, comply with the requirements, orders and notice of all Authorities affecting their Lot or relating to the use and occupation of their Lot;
 - (iv) obtain the consent of the Community Association if the Owner wishes to operate or allow to operate any device or electronic equipment on the Lot which interferes, or is likely to interfere, with any domestic appliance lawfully in use in the Estate or another Lot;
 - (v) on request by the Community Association, give the Community Association a copy of any consents they hold in connection with the use of, or activities on, their Lot;
 - (vi) connect to, and use, the Waste Water Management System in the manner provided by this Management Statement;
 - (vii) connect to, and use, the Storm Water Management System in the manner provided by this Management Statement; and
 - (viii) comply with the Pattern Book to the extent it relates to their Lot.

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- (b) Owners must not:
- (i) engage in or carry out:
 - any illegal conduct or activity;
 - any activity on their Lot which interferes with the amenity of the locality by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, waste water, waste products or the like;
 - any activity on their Lot which involves exposure to view from any other Lot of any unsightly matter;
 - any activity on their Lot which requires or is likely to require the provision of any essential service main of greater capacity than that available;
 - commercial activities on their Lot;
 - any industry on their Lot;
 - (ii) do anything that might damage the good reputation of the Community Parcel;
 - (iii) erect a Sign or Signs on any part of their Lot, other than one "For Sale" sign and one "For Lease" sign with a surface area less than 1.2 square metres and other than one sign which, subject to the provisions of the Pattern Book, indicates the name and occupation of the resident;
 - (iv) construct a dam of any kind on their Lot;
 - (v) store on their Lot building materials, surplus excavated materials, waste, rubbish or firewood visible from any other Lot or a public road (this by-law does not apply during any period of construction of Improvements on the Lot);
 - (vi) use or permit to be used on their Lot motorised trail bicycles in connection with recreational activities conducted on the Lot; or
 - (vii) conduct any occupation on their Lot, including without limitation an occupation which involves:
 - registration under the *Factories, Shops and Industries Act 1962*;
 - the employment of persons other than persons permanently residing on the Lot;
 - interferes with the amenity of other Lots or Owners by reason of the emission of noise, vibration, smell, fumes,

smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil or otherwise;

- the display of goods, whether in a window or otherwise;
- the exhibition of any Sign (other than a notice or sign exhibited in the dwelling house to indicate the name and occupation of the resident);
- the sale of items (whether goods or materials) or the exposure or offer for sale of items, by retail; or
- prostitution.

31.4 Commercial activities

For the purposes of by-law 31.3(b)(i), “commercial activity” does not include any home occupation, being an occupation carried out on the Lot by the permanent residents of the Lot which does not involve the employment of persons other than those residents and which otherwise does not breach by-law 31.3(b).

31.5 Golf Course Lot and Resort Lot

The provisions of by-laws 31.3(a)(viii) and 31.3(b)(iii) do not apply to the Golf Course Lot and the Resort Lot.

31.6 Construction of Main Dwelling

SEE AB723283 –
BY-LAW 31.6(a)
REPEALED and
REPLACED
SEE ANNEXURE ‘B’

- (a) Construction of the Main Dwelling on a Community Development Lot (not being the Golf Course Lot or the Resort Lot) must have substantially commenced within 24 months of the date the Original Proprietor ceases to be the registered proprietor of the Lot.



29.8.2005

- (b) Once construction has substantially commenced on a Lot, the Owner of the Lot must ensure:
- (i) construction progresses as expeditiously as possible; and
 - (ii) practical completion of the Main Dwelling occurs as soon as practical after substantial commencement, and in any event no later than 18 months after the date of substantial commencement.
- (c) “Substantial commencement” means the excavation of the Lot and installation of footings to at least ground level.
- (d) If an Owner fails to comply with its obligations under this by-law 31.6, the Community Association may serve a notice under, and pursue the rights given to it by, section 13A and section 97C of the Management Act in connection with that breach.

AB456072

BY-LAW 31.6(e)
Added

See Annexure ‘A’



10.5.2005

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31.7 Compliance with notice

Owners must comply on time with the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant Authority.

31.8 Contractors

Owners may only directly or indirectly instruct agents, employees, contractors or consultants of the Community Association if the Community Association authorises the Owner to do so.

31.9 Permitted Persons

- (a) Owners must take all reasonable steps to ensure that a Permitted Person complies with these by-laws.
- (b) If an Owner cannot comply with by-law 31.9(a), then that Owner must:
 - (i) withdraw the consent of the person to be on or remain on, the Community Parcel; and
 - (ii) request that person to immediately leave the Community Parcel.
- (c) If the by-laws prohibit an Owner from doing a thing, the Owner must not allow or cause another person to do that thing.
- (d) Owners must ensure a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner of another Lot or any other Permitted Person.

31.10 Lessees/licensees

An Owner who's Lot is the subject of a lease or licence must:

- (a) provide the lessee or licensee with a copy of this Management Statement; and
- (b) take all reasonable steps, including any action available under the lease or licence, to ensure that the lessee or licensee of the Lot and any person on the Estate with the consent express or implied of the lessee or licensee complies with this Management Statement and any Rules.

31.11 Things done at Owner's Cost

Anything which an Owner is required to do under this Management Statement must be done at the Cost of the Owner.

31.12 Communications with Community Association

A person must forward complaints, notices or applications to or requests for consideration of matters by the Community Association in writing:

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- (a) to the Managing Agent of the Community Association; or
- (b) if there is no Managing Agent, to the secretary of the Executive Committee.

32. OBLIGATIONS ON SUBSIDIARY BODIES

32.1 Dealings with Community Property

- (a) Subsidiary Bodies must compensate the Community Association for any damage to the Community Property or personal property vested in the Community Association caused by them or any of their invitees.
- (b) Subsidiary Bodies must not:
 - (i) without the prior written consent of the Community Association, interfere with the operation of, or modify, any equipment installed in the Community Property;
 - (ii) without the prior written consent of the Community Association, interfere with Community Property or remove any article from Community Property placed there by direction or authority of the Community Association;
 - (iii) bring or permit to enter, any heavy article onto the Estate which might cause structural damage to Community Property;
 - (iv) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose; or
 - (v) damage any lawn, plant tree or garden situated on or within Community property.

32.2 Compliance with notice

Subsidiary Bodies must comply on time with the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant Authority.

32.3 Communications with Community Association

A person must forward complaints, notices or applications to or requests for consideration of matters by the Community Association in writing:

- (a) to the Managing Agent of the Community Association; or
- (b) if there is no Managing Agent, to the secretary of the Executive Committee.

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33. ANIMALS AND PETS

33.1 Permitted

- (a) Subject to the provisions of by-law 33.1(d) and by-law 33.1(e) up to 5 animals are permitted on a Lot. On making up the 5 animals, no more than the following types are permitted:
 - (i) 2 dogs;
 - (ii) 2 cats; and
 - (iii) 5 birds (not being poultry).
- (b) Cats must wear a collar with 2 bells at all times.
- (c) All dogs and cats must be registered with the appropriate Authority.
- (d) No animals are permitted on the Golf Course Lot.
- (e) This by-law 33.1 does not apply to Strata Lots.

33.2 Prohibited

- (a) The following animals are not permitted to visit or be kept on any Lot or on any part of Twin Creeks:
 - (i) any dog or cat that is not registered with the appropriate Authority;
 - (ii) any dog which is declared dangerous under the *Companion Animals Act 1998 (NSW)*;
 - (iii) any animal declared by the Executive Committee to be a prohibited animal (the provisions of this bylaw are not retrospective);
 - (iv) any of the following:
 - pit bull terrier;
 - american pit bull terrier;
 - doso argentino;
 - fila braglleiro;
 - japanese tosa;
 - any cross breed of the above; and
 - any dog which the Australian Government prohibits from importation into Australia.

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AD278995
BY-LAW 33.2 (b)(v)
REPEALED. SEE
ANNEXURE 'C'



6/11/2007

- (b) The following activities must not be carried out or permitted to be carried out within Twin Creeks:
- (i) the raising or keeping of pigs;
 - (ii) the raising or keeping of poultry;
 - (iii) the raising, keeping, training, racing or boarding of racing dogs;
 - (iv) any noxious, noisy, ill smelling or offensive trade, business or activity;
 - ~~(v) the keeping of bees;~~
 - (vi) the keeping of livestock including without limitation, cattle, goats or sheep (for the purposes of clarity, subject to by-law 33.3 horses are not permitted); and
 - (vii) any commercial agricultural activity or market garden (for the purpose of this by-law, the growing of agricultural produce for personal use does not constitute an “agricultural activity”).

33.3 Horses exempted for some Lots

Horses are permitted on each of Community Development Lots 94, 108, 109, 110, 111, 180, 181 and 187 subject to the following conditions:

- (a) no more than 4 horses are permitted on the Community Development Lot at any one time;
- (b) horses must not be permitted near the riparian areas on the Community Parcel; and
- (c) electric fencing permitted provided it is the wire variety on conductors and not the tape variety.

33.4 General Rules

- (a) Dogs may only be kept on a Lot if they are housed within a dog-proof area that complies with the Pattern Book. This by-law does not apply to Strata Lots.
- (b) Dog-proof areas are only permitted behind the Main Dwelling on a Lot. This by-law does not apply to Strata Lots.
- (c) If requested by the Community Association on reasonable grounds an Owner or Occupier must, in relation to any animal owned or in the care of that Owner or Occupier:
 - (i) promptly remove any animal from Twin Creeks;

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AD278995
BY-LAW 33.5
ADDED. SEE
ANNEXURE 'C'



6/11/2007

- (ii) clean up all excrement or refuse left upon Community Property, a Subsidiary Body Lot or a Lot by an animal; and
- (iii) make good, or bear the cost of making good, any damage to Community Property by an animal.
- (d) All animals must be on a leash, caged or otherwise contained when on Community Property or on a Subsidiary Body Lot.

34. VEHICLES AND PARKING

34.1 Restrictions on parking

- (a) Unless expressly permitted by a by-law in this Management Statement, Vehicles must not be parked on any part of the Community Parcel.
- (b) An Owner may park motor vehicles, motor cycles and bicycles:
 - (i) in a garage or driveway on that Owner's Lot; or
 - (ii) in an area on the Community Parcel designated by the Community Association as being an area where such Vehicles may be parked.
- (c) Vehicles such as boats, trailers, caravans, horse floats and vans may not be parked on any part of the Community Parcel unless they are parked either in a garage on a Lot or at the rear of the Lot provided there is no visibility from any other Lot, a Subsidiary Body Lot, the Public Road Reserve or the Golf Course Lot.
- (d) An Owner must not park any type of Vehicle on a Verge.

34.2 Restrictions on vehicles

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BY-LAW 34.2 (a)
REPEALED &
REPLACED.
SEE
ANNEXURE 'C'



6/11/2007

- ~~(a) Notwithstanding the provisions of by law 34.1(b), any Vehicle with a gross weight over 3 tonnes may not be brought onto, garaged, parked or otherwise allowed to remain on the Community Parcel. The provisions of this by-law do not apply to any Vehicle used in connection with delivering or taking delivery of, goods or waste material to or from the Community Parcel.~~
- (b) Unregistered Vehicles, parts of Vehicles, Vehicle bodies awaiting repair or restoration (whether registered or not) may not be located on any part of the Community Parcel unless they are housed within a totally enclosed garage and in such a way as not to be visible from any other Lot, a Subsidiary Body Lot, the Public Road Reserve or the Golf Course Lot.

34.3 Repairs

Repairs to Vehicles must not be undertaken on any part of the Community Parcel.

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35. COMMUNITY ASSOCIATION'S RIGHTS

35.1 Manner of exercising a Function

- (a) Except as otherwise specified in this Management Statement, the Community Association may exercise a Function:
 - (i) at its discretion; and
 - (ii) separately or concurrently with another Function.
- (b) A single or partial exercise of a Function by the Community Association does not prevent a further exercise of that Function or any other function.
- (c) Failure by the Community Association to exercise or delay in exercising a Function does not prevent its exercise later.

35.2 Contracts

The Community Association may, on its own behalf or on behalf of a Subsidiary Body, contract with persons to provide:

- (a) management, operational, maintenance and other services for Community Property or a Subsidiary Body Lot;
- (b) services or amenities to Owners, Subsidiary Bodies or Subsidiary Body Lots; and
- (c) Security Services.

35.3 Remedy against an Owner

- (a) The Community Association may do anything on a Lot or in connection with a Lot which should have been done by an Owner under this Management Statement or under any Rules made by the Community Association but which has not been done, or has not been done properly.
- (b) If by-law 35.3(a) applies then the Community Association is entitled to:
 - (i) enter and remain on the Lot for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover any Costs under this Management Statement from the Owner of the Lot.
- (c) The Community Association may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Community Association, such interest to be payable on demand and calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by

the Community Association's principal bankers on overdraft accommodation in excess of \$100,000.00.

35.4 Remedy against a Subsidiary Body

- (a) The Community Association may do anything on a Subsidiary Body Lot or in connection with a Subsidiary Body Lot which should have been done by a Subsidiary Body under this Management Statement or under any rules made by the Community Association but which has not been done, or has not been done properly.
- (b) If by-law 35.4(a) applies then the Community Association is entitled to:
 - (i) enter and remain on the Subsidiary Body Lot for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover any Costs under this Management Statement from the Subsidiary Body.
- (c) The Community Association may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Community Association, such interest to be payable on demand and calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Community Association's principal bankers on overdraft accommodation in excess of \$100,000.00.

35.5 Trading activities

- (a) The Community Association may, for the purpose of exercising and performing its Functions, carry on a business or trading activity.
- (b) If the Community Association carries on a business or trading activity, then the Community Association:
 - (i) must pay into the either the administrative fund or the sinking fund of the Community Association at its election income derived by the Community Association from its business or trading activities;
 - (ii) must estimate how much money the Community Association will need to credit to the sinking fund of the Community Association;
 - (iii) must levy each member for a contribution to meet expenses associated with the Community Association carrying on a business or trading activities; and

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- (iv) may distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with clause 17 of schedule 1 to the Management Act.
- (c) If the Community Association suffers a net loss from carrying on a business or trading activities, then the Community Association must impose a levy on each member for a contribution in order to meet the amount of the net loss.

35.6 Not liable for damage

- (a) The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.
- (b) By-law 35.6(a) does not apply if the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

35.7 Rules

- (a) The Community Association may make, and at any time add to, rules for the control, management, operation, use and enjoyment of the Community Property.
- (b) The Rules must not be inconsistent with:
 - (i) the Management Act;
 - (ii) the Development Act;
 - (iii) this Management Statement; and
 - (iv) the terms of any Development Consent.
- (c) The Rules bind the Community, each Owner, each Permitted Person and each Subsidiary Body.

36. MANAGING AGENT

36.1 Managing Agent

- (a) Each Subsidiary Body must appoint a Managing Agent.
- (b) A Subsidiary Body must use the licensed Managing Agent of the Community Association as its Managing Agent.

36.2 Amending this by-law

- (a) Subject to by-law 36.2(b) the terms of this by-law may be amended by an Ordinary Resolution at a duly convened meeting of the Community Association.

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- (b) The Community Association may not exercise its rights in by-law 36.2(a) if at the time the Original Proprietor is the owner of a Lot.

37. LEISURE FACILITIES CARETAKER AGREEMENT

37.1 Requirements of the Management Act

The effect of the Leisure Facilities Caretaker Agreement as contemplated by this by-law is disclosed for the purposes of section 24(2)(a) of the Management Act.

37.2 Parties to the Leisure Facilities Caretaker Agreement

The parties to the Leisure Facilities Caretaker Agreement will be:

- (a) the Community Association; and
- (b) the Original Proprietor.

37.3 Term

The term of the agreement will be 10 years with 2 options, each of ten years.

37.4 Duties of the Caretaker

The duties of the Caretaker may include the supervision or carrying out of:

- (a) The cleaning, caretaking, security, supervision, service, general repair and maintenance, renewal and replacement of:
 - (i) the Leisure Facilities;
 - (ii) the property of a Subsidiary Body, use of which is restricted to the Community Association; and
 - (iii) any personal property invested in the Community Association.
- (b) The provision of services to Subsidiary Bodies, Owners and Occupiers.
- (c) The supervision of any employees or contractors of the Community Association.
- (d) The control and supervision of the Community Parcel generally.
- (e) Any other matter, activity or thing which the Caretaker and the Community Association agrees is necessary or desirable for the operation and management of the Community Association.

37.5 Remuneration

- (a) An initial annual amount, with such annual increases as determined between the Caretaker and the Community Association.
- (b) Re-imbursement of all expenses.

37.6 Assignment, novation

Ability in the Caretaker to assign or novate the agreement on giving the Community Association not less than 3 weeks written notice of the proposed assignment or novation.

38. WASTE WATER MANAGEMENT SYSTEM

38.1 Purpose of the Waste Water Management System

The Waste Water Management System is a system for the collection, treatment and disposal of sewage within the Estate.

38.2 Responsibility of the Community Association

The Community Association is responsible for:

- (a) the control, management and operation of the Waste Water Management System; and
- (b) (subject to by-law 38.4), the maintenance, repair and (when necessary) the replacement of the Waste Water Management Equipment.

38.3 House Service Lines

House Service Lines located in a Lot are the responsibility of the Owner of that Lot to maintain, repair and (when necessary) replace (but see by-law 38.4(b) in connection with responsibility for the individual package pump out systems for certain lots).

38.4 Obligations on the Community Association

- (a) The Community Association must:
 - (i) adopt a waste water management plan in connection with the control, management and operation of the Waste Water Management System and the maintenance, repair and (when necessary) the replacement of the Waste Water Management Equipment;
 - (ii) operate the Waste Water Management System in a proper fashion;
 - (iii) maintain, repair and (when necessary) replace the Waste Water Management Equipment so as to ensure the proper and efficient operation of the Waste Water Management System;
 - (iv) manage and operate the Waste Water Management System in accordance with the requirements of the EPA, Council standards and requirements, Australian health standards and best practice management; and

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- (v) engage the appropriately qualified waste water contractors to operate, maintain and repair the sewage treatment plant, the sewage pumping stations and the effluent pumping station.
- (b) In connection with those Community Development Lots which have individual package pump out systems (being lots 109, 110, 111, 156, 157, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190 and 191), the Community Association is responsible for the operation, maintenance, repair and (when necessary) replacement of:
 - (i) the package pump out unit on each such Community Development Lot; and
 - (ii) the pressure lines from the package pump out unit to the sewerage pressure main.

38.5 Obligations on Owners

- (a) This by-law places obligations on each Subsidiary Body and each Owner (including the Golf Course Lot Owner). In this by-law reference to “Owner” means and includes each Subsidiary Body and each Owner (including the Golf Course Lot Owner).
- (b) Each Owner must:
 - (i) immediately notify the Community Association of any damage to or the defective operation of any part of the Waste Water Management Equipment immediately it becomes aware of the damage or defect;
 - (ii) comply with all directions of the Community Association in connection with the Waste Water Management System and the use of, and the connection to, the Waste Water Management Equipment; and
 - (iii) subject to section 60 of the Management Act, permit the Community Association and every person authorised by it to enter its Subsidiary Body Lot or Lot at all reasonable times on reasonable notice (except in the case of an emergency when no notice is required) to inspect, maintain, repair, renew, replace or increase the capacity of any part of the Waste Water Management Equipment.
- (c) Each Owner must not:
 - (i) do anything which interferes with, obstructs access to, overloads or damages the Waste Water Management Equipment or any part of it; or
 - (ii) do anything which interferes with, or prevents, the Community Association performing its Functions in connection with the Waste

Water Management System or the Waste Water Management Equipment.

38.6 Obligations on Golf Course Lot Owner

- (a) The Golf Course Lot Owner is responsible for:
 - (i) the control, management and operation of the irrigation storage lakes on the Golf Course Lot into which the effluent from the Waste Water Management System discharges; and
 - (ii) the maintenance and repair the irrigation storage lakes.
- (b) The Golf Course Lot Owner:
 - (i) must maintain and repair the irrigation storage lakes and must keep them maintained in good order and repair so as to ensure the efficiency and proper operation of the Waste Water Management System; and
 - (ii) must not do anything which interferes with, or prevents, the Community Association performing its Functions in connection with the Waste Water Management System.

38.7 Rights in the Community Association

If the Golf Course Lot Owner does not comply with its obligations under by-law 38.6, then the Community Association shall exercise its rights under clause 35.3 to ensure the efficiency and proper operation of the Waste Water Management System. The Community Association may recover from the Golf Course Lot Owner all costs, expenses and charges incurred by the Community Association in exercising its Functions under this by-law.

39. CONNECTING TO AND USE OF THE WASTE WATER MANAGEMENT SYSTEM

39.1 Connecting to the Waste Water Management System

- (a) Owners must connect the Improvements on their Lot to the Waste Water Management System and must keep the Improvements on their Lot connected to the Waste Water Management System.
- (b) Subsidiary Bodies must connect the Improvements on their Subsidiary Body Lots to the Waste Water Management System and must keep the Improvements erected on their Subsidiary Body Lot connected to the Waste Water Management System.
- (c) The Community Association must not do anything or permit anything to be done which would prevent or hinder an Owner or a Subsidiary Body from complying with its obligations in by-laws 39.1(a) and 39.1(b).

- (d) Owners and Subsidiary Bodies must use the services of a licensed plumber when carrying out their respective obligations in this by-law 39.

39.2 Use of the Waste Water System

- (a) Owners must follow the requirements of Sydney Water when using, operating, maintaining, repairing, renewing and replacing the House Service Lines on their Lots in the same manner as though Sydney Water was the authority in charge of the Waste Water Management System.
- (b) Subsidiary Bodies must follow the requirements of Sydney Water when using, operating, maintaining, repairing, renewing and replacing the House Service Lines on their Subsidiary Body Lots in the same manner as though Sydney Water was the authority in charge of the Waste Water Management System.

40. IRRIGATION SYSTEM

40.1 Purpose of the Irrigation System

The Irrigation System collects and disperses irrigated water within the Estate.

40.2 Responsibility of the Golf Course Lot Owner

The Golf Course Lot Owner is responsible for:

- (a) the control, management and operation of the Irrigation System; and
- (b) the maintenance, repair and (when necessary) the replacement of those parts of the Irrigation Equipment comprising the Irrigation Head Works and the Irrigation Pipes located on the Golf Course Lot.

40.3 Responsibility of the Community Association

The Community Association is responsible for the maintenance, repair and (when necessary) the replacement of those parts of the Irrigation Equipment located within:

- (a) Community Property;
- (b) Lots (other than the Golf Course Lot); and
- (c) the Public Road Reserve.

40.4 Obligations on Golf Course Lot Owner

- (a) The Golf Course Lot Owner must:
- (i) operate the Irrigation System in a proper fashion;
- (ii) maintain, repair and (when necessary) replace the Irrigation Head Works and the Irrigation Pipes located in the Golf Course Lot so as

to ensure the proper and efficient operation of the Irrigation System;

- (iii) manage and operate the Irrigation System in accordance with the requirements of the EPA, Council standards and requirements, Australian health standards and best practice management;
 - (iv) have in place at all times an occupational health and safety workplace statement in connection with the Irrigation System;
 - (v) provide irrigated water to the Community Association through the Irrigation Pipes to the extent water is available after irrigating the Golf Course Lot and in the manner determined by the Golf Course Owner; and
 - (vi) immediately notify the Community Association of any damage to or the defective operation of any part of the Irrigation Equipment for which the Community Association is responsible immediately it becomes aware of the damage or defect.
- (b) The Golf Course Lot Owner may not make irrigated water available from the Irrigation System to any other party either for profit or for any other reason (either within or without the Estate) without the prior written consent of the Community Association.

40.5 Obligations on the Community Association

- (a) The Community Association must maintain, repair and (where necessary) replace those parts of the Irrigation Equipment located within or under:
 - (i) Community Property;
 - (ii) any Lot (other than the Golf Course Lot); and
 - (iii) the Public Road Reserve.
- (b) The Community Association must immediately notify the Golf Course Lot Owner of any damage to or defective operation of any part of the Irrigation System or Irrigation Equipment for which the Golf Course Lot Owner is responsible, as soon as it becomes aware of the damage or defect.
- (c) The Community Association must not:
 - (i) do anything which interferes with, obstructs access to, overloads or damages the Irrigation System or the Irrigation Equipment or any part of it;
 - (ii) do anything which interferes with, or prevents, the Golf Course Lot Owner performing its Functions in connection with the Irrigation System or the Irrigation Equipment;

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- (iii) do anything or permit anything to be done which would prevent effluent being available to the Waste Water Management System.

40.6 Obligations on Subsidiary Bodies

- (a) Each Subsidiary Body must immediately notify the Community Association and the Golf Course Lot Owner of any damage to or the defective operation of any part of the Irrigation System or Irrigation Equipment immediately it becomes aware of the damage or defect.
- (b) Each Subsidiary Body must not:
 - (i) do anything which interferes with, obstructs access to, overloads or damages the Irrigation System or the Irrigation Equipment or any part of it;
 - (ii) do anything which interferes with, or prevents, the Community Association or the Golf Course Lot Owner performing their respective Functions in connection with the Irrigation System and the Irrigation Equipment; and
 - (iii) do anything or permit anything to be done which would prevent effluent being available to the Waste Water Management System.

40.7 Obligations on Owners

- (a) Each Owner must immediately notify the Community Association and the Golf Course Lot Owner of any damage to or the defective operation of any part of the Irrigation System or Irrigation Equipment immediately it becomes aware of the damage or defect.
- (b) Each Owner must not:
 - (i) do anything which interferes with, obstructs access to, overloads or damages the Irrigation System or the Irrigation Equipment or any part of it;
 - (ii) do anything which interferes with, or prevents, the Community Association or the Golf Course Lot Owner performing their respective Functions in connection with the Irrigation System and the Irrigation Equipment; or
 - (iii) do anything or permit anything to be done which would prevent effluent being available to the Waste Water Management System.

40.8 Rights in the Community Association

If the Golf Course Lot Owner does not comply with its obligations under by-law 40.4, then the Community Association shall exercise its rights under by-law 35.3 to ensure the proper and efficient operation of the Irrigation System. The Community Association may recover from the Golf Course Lot Owner all costs,

expenses and charges incurred by the Community Association in exercising its Functions under this by-law.

41 CONNECTING TO AND USE OF THE STORM WATER SYSTEM

41.1 Connecting to the Storm Water System

- (a) Owners whose Lot has installed in it a stormwater connection point must at all times have the Improvements on the Lot connected to the Storm Water System.
- (b) Subsidiary Bodies whose Subsidiary Body Lot has installed in it a stormwater connection point must at all times have the Improvements on the Subsidiary Body Lot connected to the Storm Water System.
- (c) The Community Association must not do anything or permit anything to be done which would prevent or hinder an Owner or a Subsidiary Body from complying with their respective obligations in by-laws 41.1(a) and 41.1(b).
- (d) Owners and Subsidiary Bodies must use the services of a licensed plumber when complying with their respective obligations in this by-law 41.

41.2 Use of the Storm Water System

- (a) Owners must follow the requirements of Penrith City Council (other than the requirement not to connect roof water to the Stormwater System) when using, operating, maintaining, repairing, renewing and replacing the Storm Water System on their Lots in the same manner as though Penrith City Council was the authority in charge of the Storm Water System.
- (b) Subsidiary Bodies must follow the requirements of Penrith City Council when using, operating, maintaining, repairing, renewing and replacing the Storm Water System on their Subsidiary Body Lots in the same manner as though Penrith City Council was the authority in charge of the Storm Water System.

41.3 Obligations on the Community Association

The Community Association must operate, maintain, repair and (when necessary) replace the common stormwater lines in those Community Development Lots (other than the Golf Course Lot and the Resort Lot) which are burdened by an easement to drain water which benefits only other Community Development Lots.

41.4 Obligations on Golf Course Lot Owner

The Golf Course Lot Owner must:

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- (a) have in place at all times up to date management plans for the maintenance of the water quality ponds and nutrient stripping ponds located on the Golf Course Lot; and
- (b) maintain the water quality ponds and nutrient stripping ponds in accordance with the most recent management plan.

42 STREET FEATURE LIGHTING

42.1 Obligations on the Community Association

The Community Association is responsible for the operation, maintenance, repair and (when necessary) replacement of the Street Feature Lighting. The obligations in this by-law extend to:

- (a) replacing the underground conduits, bulbs and wiring and conducting media in connection with the Street Feature Lighting; and
- (b) maintaining the Street Feature Lighting in a safe and operational manner.

42.2 Obligations on Golf Course Lot Owner

- (a) The provisions of this by-law bind the Golf Course Lot Owner to the extent of the Street Feature Lighting contained on the Golf Course Lot.
- (b) The Golf Course Lot Owner must:
 - (i) immediately notify the Community Association of any damage to or the defective operation of any part of the Street Feature Lighting immediately it becomes aware of the damage or defect; and
 - (ii) subject to section 60 of the Management Act, permit the Community Association and every person authorised by it to enter the Golf Course Lot at all reasonable times on reasonable notice (except in the case of an emergency when no notice is required) to inspect, maintain, repair, renew, replace or increase the capacity of any part of the Street Feature Lighting.
- (c) The Golf Course Lot Owner must not:
 - (i) do anything which interferes with, obstructs access to, overloads or damages the Street Feature Lighting or any part of it; or
 - (ii) do anything which interferes with, or prevents, the Community Association performing its Functions in connection with the Street Feature Lighting.

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43 GOLF

43.1 Purpose of this by-law

This by-law deals with the rights and obligations of the Community Association, Country Club Lot Owners, the Golf Course Lot Owner and the Club in connection with membership of the Club, use of the Golf Course and access to the Golf Course Lot.

43.2 Golf Course Arrangements

- (a) The Golf Course Lot Owner is the registered proprietor of the Golf Course Lot which comprises the Golf Course, the Clubhouse and associated facilities.
- (b) The Club:
 - (i) is a public company limited by guarantee;
 - (ii) has adopted the Constitution; and
 - (iii) is an occupier of various parts of the Golf Course Lot pursuant to arrangements between the Club and the Golf Course Lot Owner.

43.3 Obligations of Golf Course Lot Owner and the Club

Each of the Golf Course Lot Owner in its capacity as the registered proprietor of the Golf Course Lot and the Club in its capacity as the party entitled to occupy various parts of the Golf Course Lot, will provide or procure for each Country Club Member the rights specified in by-laws 43.4, 43.5 and 43.6 subject to the obligations and prohibitions in by-law 43.7.

43.4 Country Club Member Rights, privileges and prohibitions

- (a) Each Country Club Member, for the period that Country Club Member is the registered proprietor of a Country Club Lot, is entitled to be a Country Club Member of the Club with the rights specified in by-laws 43.4(b), 43.5 and 43.6 and subject to the obligations and prohibitions in by-laws 43.4(c) and 43.7.
- (b) Subject to any by-laws or rules made by the Board, each Country Club Member:
 - (i) is entitled to use the Resort Facilities on a 'first come first served' basis;
 - (ii) may invite its Associates (and other guests permitted by the Board) to use the Resort Facilities, but only where the Country Club Member or its Associates are also present;

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- (iii) is entitled to participate in any activities coordinated by the Club for the benefit of Country Club Members, including competitions held using the Resort Facilities or at any other location; and
 - (iv) is entitled to nominate two Nominees in accordance with by-law 43.6 to enjoy all of the rights and privileges associated with Country Club Membership instead of the Country Club Member.
- (c) The Country Club Member Rights of each Country Club Member are subject to the following obligations and prohibitions:
- (i) those contained in the Constitution;
 - (ii) the Country Club Member not being in arrears of its contributions to the administrative fund and the sinking fund of the Community Association;
 - (iii) each Country Club Member must ensure the Resort Facilities utilised by that Country Club Member, its Nominees, Associates and other Guests are used in a manner which is not prejudicial to the interests of other Country Club Members, their Associates, Nominees and other Guests (and also any Member, their Nominees or Guests) and agrees to indemnify the Club against any claim for loss, damage, costs and expenses in this regard;
 - (iv) each Country Club Member acknowledges and agrees that any use of the Resort Facilities by that Country Club Member, its Associates, Nominees and other Guests is strictly at the risk of that Country Club Member, its Associates, Nominees and other Guests. The Club will not be held liable for any loss (including life) or damage in this regard;
 - (v) a Country Club Member is not entitled to use the Golf Course unless it is entitled to Country Club Golf Rights in the manner provided by the Constitution;
 - (vi) a Country Club Member is prohibited from selling, transferring, disclaiming or otherwise disposing of (Transferring) its Country Club Share to any third party, unless the Country Club Member is Transferring its interest in the Country Club Share to a third party who is also the transferee of the Country Club Lot owned by the Country Club Member; and
 - (vii) is entitled to vote at any General Meeting (as that term is defined in the Constitution) held after the Completion Date (as that term is defined in the Constitution) (but only in respect of matters affecting the Resort Facilities and the provision of those facilities to Country Club Members). A Nominee of a Country Club Member is not entitled to vote at any General Meeting.

43.5 Golf Course Rights

- (a) A Country Club Member is eligible to apply to the Club for the Country Club Golf Rights in the manner specified in, and subject to the obligations and prohibitions, in the Constitution.
- (b) Applications must be made, and will be determined by the Board, in the manner described in the Constitution.

43.6 Nominees

A Country Club Member may only nominate persons to be Nominees (to enjoy all of the rights and privileges associated with the Country Club Membership) in the following manner:

- (a) a Country Club Member may, where a Country Club Member is a natural person who is permanently residing at the Country Club Lot of that Country Club Member, nominate one Nominee to enjoy the Country Club Golf Rights held by the Country Club Member, such Nominee being a Spouse or Adult Child (of the Country Club Member) who is also permanently residing at the Country Club Lot of that Country Club Member;
- (b) a Country Club Member may, where a Country Club Member is a natural person who is not permanently residing at the Country Club Lot of the Country Club Member, nominate two Nominees, where the first Nominee to enjoy the Country Club Golf Rights instead of that Country Club Member must permanently reside at the Country Club Lot of the Country Club Member, and the second Nominee must be either a Spouse or Adult Child (of the first Nominee) who is also permanently residing at the Country Club Lot of that Country Club Member;
- (c) a Country Club Member must, where a Country Club Member is not a natural person, nominate two Nominees, where the first Nominee to enjoy the Country Club Golf Rights of that Country Club Member must permanently reside at the Country Club Lot of that Country Club Member, and the second Nominee must be either a Spouse or Adult Child (of the first Nominee) who is currently also permanently residing at the Country Club Lot of that Country Club Member;
- (d) a Country Club Member must, where a Country Club Member consists of more than one natural person and/or body corporate who together are registered (or entitled to be registered) as the joint proprietors or tenants in common of a Country Club Lot, nominate more than two Nominees in total. Such Nominees must be either:
 - (i) nominated in accordance with one of by-law 43.6(a), 43.6(b) or 43.6(c); or
 - (ii) natural persons who permanently reside at the Country Club Lot;

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- (e) any nomination of a Nominee is subject to payment of a Nomination Fee and may be revoked by the Country Club Member, however only one change of nomination is permitted in any 12 month period in respect of each possible Nominee (being two nominations in total), unless the Board resolves otherwise (which may be subject to any conditions determined by the Board); and
 - (f) the Club may request evidence from the Country Club Member that:
 - (i) a nominated Spouse is, in fact, married to, or in a de-facto relationship with, the Country Club Member or its Nominee; and
 - (ii) a Country Club Member or its Nominees are permanently residing at the Country Club Lot of that Country Club Member,

and the Club reserves the right to reject such person where it believes otherwise.

43.7 Forfeiture of Country Club Golf Rights

- (a) If, for any reason at any time, any of the following arises, then the Country Club Golf Rights of a Country Club Member will be forfeited immediately without compensation by the Club to that Country Club Member:
 - (i) the Country Club Member ceases to hold a Country Club Lot;
 - (ii) the Country Club Golf Fees or Clubhouse Levy payable by the Country Club Member remain unpaid for a period greater than 6 months and the Country Club Member fails to make a suitable arrangement with the Club in respect of the payment of all outstanding amounts; or
 - (iii) the Country Club Member, following a period of suspension as provided by the Club Constitution, continues to act in a manner unbecoming of a Country Club Member.
- (b) The Club may, at anything and under any conditions it determines (including the payment of a reinstatement fee), and without giving reasons, reinstate the Country Club Golf Rights of a Country Club Member following forfeiture.

43.8 Obligations of Community Association

The Community Association must notify the Club in writing of any transfer, sale or other disposition of Country Club Lots and the name of the transferee or recipient of the Country Club Lot.

43.9 Rights of the Community Association

- (a) The provisions of this by-law apply if:

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- (i) the Club becomes Insolvent; and
 - (ii) maintenance of those parts of the Golf Course comprising the fairways and the greens is not maintained to a standard which would otherwise be expected of a private golf club.
- (b) At any time after the provisions of by-law 43.9(a) apply, the Community Association may serve a written notice on the Club requiring the Club to carry out the necessary work to ensure the greens and the fairways are kept and maintained to a standard commensurate with those of a private golf club.
- (c) The Community Association may serve more than one notice on the Club, and may amend or withdraw any notice it may have served on the Club.
- (d) If within 3 months of the service of a notice by the Community Association on the Club the fairways and the greens are not to a standard commensurate with those of a private golf club, the Community Association may, for such time as may be reasonable, carry out such work at its own cost.
- (e) Any decision by the Community Association to exercise its rights in this by-law 43.9 must be supported by an Ordinary Resolution of the Community Association in General Meeting.

44 ORIGINAL PROPRIETOR

44.1 Not bound by certain by laws

The Original Proprietor is not bound by:

- (a) by-laws 20.2, 24, 25.3, 31, and 34; and
- (b) the terms of any by-law contained in a written notice given to the Community Association by the Original Proprietor . Any such notice may be given or amended or withdrawn by the Original Proprietor at any time.

45 LIQUOR LICENCE

45.1 General obligation

The Community Association, Owners and Subsidiary Bodies must, upon request by the Licensee, provide such details as the Licensee shall require to discharge or meet any obligation of disclosure to the Licensing Authorities of that person as a person interested in the Liquor Licence.

45.2 Acknowledgement

The Community Association, Owners and Subsidiary Bodies acknowledge the Licensee has responsibility for the supervision and management of the conduct of the Licensed Premises.

45.3 Access

The Licensee may have access to and the use of the Community Property and the Community Facilities for the purposes of the supervision and management of the conduct of the business under the Liquor Act on the Licensed Premises.

45.4 Execution of documents

The Community Association, Owners and Subsidiary Bodies must execute any document or do anything reasonably required by the Licensing Authority, or required by the Licensee, to satisfy any condition or requirement of the Licensing Authority to give effect to:

- (a) the grant for Licensee of the right of access to Community Property and the Community Facilities; and
- (b) the grant to the Licensee of the right of access to any Lot for purposes in connection with the Liquor Licence.

45.5 Obligations

The Community Association, each Subsidiary Body and each Owner agrees it will not:

- (a) do or cause or permit to be done anything whereby the License might be prejudiced, forfeited, suspended or cancelled or made subject to conditions imposed by the Licensing Authority restricting the operation of the business association with the Licence;
- (b) vote in favour of any resolution of the Community Association which would have the effect of jeopardising, forfeiting, suspending or cancelling the Licence or subjecting the Licensing to conditions by the Licensing Authority restricting the operation of the business association with the Licence;
- (c) interfere with or obstruct the Licensee from performing its rights and duties in connection with the Licence or in connection with any agreement entered into between the Licensee and the Community Association in connection with the Licence;
- (d) interfere with or obstruct the Licensee from providing the services contemplated by this by-law; and
- (e) interfere or obstruct the Licensee from using any part of the Community Property in providing the services contemplated by this by-law.

45.6 Variation of this by-law

This by-law may not be varied, altered or repealed without the consent of the relevant Licensing Authority.

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46 INTELLECTUAL PROPERTY RIGHTS

46.1 Grant of licence

The name “Twin Creeks”, and any name incorporating the words “Twin Creeks” and any trademark consisting of those words together with any logo (whether registered or not) are the property of the Original Proprietor. The Original Proprietor grants a non-exclusive licence to the Community Association to continue to use those names and marks in relation to the Community Parcel after the Original Proprietor or any nominee ceases to use it in that manner.

47 SEVERANCE

47.1 General

- (a) Any provision of, or the application of any provision of, this Management Statement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this Management Statement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

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PART 5 – BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

48 LANDSCAPING IN PUBLIC ROAD RESERVE

48.1 Purpose of this by-law

This by-law:

- (a) binds the Community Association;
- (b) relates to the landscaping in the Public Road Reserve the subject of each Landscape Plan; and
- (c) is required by the Council and may only be amended with the written consent of the Council.

48.2 Definitions

The following words have the following meanings in this by-law:

- (a) “Council” means the Penrith City Council.
- (b) “Development Consent” means each of DA01/2722, DA03/1795, DA03/1789 and DA02/0854.
- (c) “Landscape Plan” means in respect of each Development Consent the landscape plan submitted to and approved by the Council in accordance with the that Development Consent.
- (d) “Landscaping” means the landscaping the subject of the relevant Landscape Plan.
- (d) “Landscaping Area” means that part of the Public Road Reserve on which the Landscaping is situated.
- (e) Other words and expressions used in this by-law have the same meanings given them in Part 6 (Dictionary) of this Statement.

48.3 Obligations on the Community Association

- (a) The Community Association, at its own expense, is responsible for the maintenance, care and replacement of the Landscaping in such a manner as to meet industry best practice and the following Australian Standards:
 - (i) AS 4419 Soils for Landscaping and Garden Use;
 - (ii) AS 4454 Composts, Soil Conditioners and Mulches; and
 - (iii) AS 4373 Pruning of Amenity Trees.

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- (b) The Community Association must do the following in connection with the Landscaping:
 - (i) maintain the Landscaping in a healthy state;
 - (ii) subject to by-law 46.2 (a)(iii) remove any dead vegetation and, to the greatest extent practicable, replace it with the same species of comparative maturity ; and
 - (iii) not remove, ringbark, cut, top, lop or wilfully destroy any trees (other than those within a proposed building footprint or as shown on approved plans) without the prior consent of the Council and in accordance with the Council's Tree Preservation Order and Policy.
 - (c) Prior to the commencement of the contract period with a contractor engaged by the Community Association to carry out landscaping works the subject of this by-law, the Community Association must produce to the Council a Safe Work Method Statement in connection with those works.

48.4 Indemnity and release

- (a) The Community Association indemnifies the Council and agrees to keep the Council indemnified against all Claims incurred by the Council arising from damage or injury to property or persons in the Landscaping Area caused or contributed to by the negligent act of the Community Association, its servants, agents, employees and contractors in performing its Functions in this by-law.
- (b) The Community Association, to the extent permitted by Law, releases the Council from all Claims against the Council arising out of damage or injury to property or persons occurring in the Landscaping Area caused or contributed to by the negligent act of the Community Association, its servants, agents, employees or contractors in performing its Functions in this by-law.

48.5 Obligations on the Council

- (a) The Council must permit the Community Association and every person authorised by it to enter the Public Road Reserve at all reasonable times on reasonable notice (except in the case of an emergency when no notice is required) to carry out its obligations in this by-law 48.
- (b) The Council must not do anything which interferes with, or prevents, the Community Association performing its Functions under this by-law.

49 IRRIGATION EQUIPMENT

49.1 Purpose of this by-law

This by-law:

- (a) binds the Community Association;
- (b) relates to the Irrigation Equipment within the Public Road Reserve; and
- (c) is required by the Council and may only be amended with the written consent of the Council.

49.2 Obligations on the Community Association

- (a) The Community Association, at its own expense, is responsible for the maintenance, repair and (when necessary) the replacement of the Irrigation Equipment to the extent it is contained in or under the Public Road Reserve.
- (b) Except in the case of an emergency, prior to carrying out any works to the extent they are in or to the Public Road Reserve, the Community Association must procure from the Council the relevant permit or other consent required by the Roads Act 1993 (or other relevant legislation) (including without limitation a road opening permit).
- (c) Prior to the commencement of the contract period with a contractor engaged by the Community Association to carry out works the subject of this by-law, the Community Association must produce to the Council a Safe Work Method Statement in connection with those works.

49.3 Indemnity and release

- (a) The Community Association indemnifies the Council and agrees to keep the Council indemnified against all Claims incurred by the Council arising from damage or injury to property or persons in the Public Road Reserve caused or contributed to by the negligent act of the Community Association, its servants, agents, employees and contractors in performing its Functions in this by-law.
- (b) The Community Association, to the extent permitted by Law, releases the Council from all Claims against the Council arising out of damage or injury to property or persons occurring in the Public Road Reserve caused or contributed to by the negligent act of the Community Association, its servants, agents, employees or contractors in performing its Functions in this by-law.

49.4 Obligations on the Council

- (a) Subject to the provisions of by-law 49.2(b), Council must permit the Community Association and every person authorised by it to enter the Public Road Reserve at all reasonable times on reasonable notice (except in the case of an emergency when no notice is required) to inspect, maintain, repair, renew, replace or increase the capacity of any part of the Irrigation Equipment.

- (b) The Council must make good any damage caused by the Council, its servants, agents, contractors or employees to the Irrigation Equipment located in the Public Road Reserve.

50 WASTE WATER MANAGEMENT EQUIPMENT

50.1 Purpose of this by-law

This by-law:

- (a) binds the Community Association;
- (b) relates to the Waste water Management Equipment within the Public Road Reserve; and
- (c) is required by the Council and may only be amended with the written consent of the Council.

50.2 Obligations on the Community Association

- (a) The Community Association, at its own expense, is responsible for the maintenance, repair and (when necessary) the replacement of the Waste Water Management Equipment to the extent it is contained in or under the Public Road Reserve.
- (b) Except in the case of an emergency, prior to carrying out any works to the extent they are in or to the Public Road Reserve, the Community Association must procure from the Council the relevant permit or other consent required by the Roads Act 1993 (or other relevant legislation) (including without limitation a road opening permit).
- (c) Prior to the commencement of the contract period with a contractor engaged by the Community Association to carry out works the subject of this by-law, the Community Association must produce to the Council a Safe Work Method Statement in connection with those works.

50.3 Indemnity and release

- (a) The Community Association indemnifies the Council and agrees to keep the Council indemnified against all Claims incurred by the Council arising from damage or injury to property or persons in the Public Road Reserve caused or contributed to by the negligent act of the Community Association, its servants, agents, employees and contractors in performing its Functions in this by-law.
- (b) The Community Association, to the extent permitted by Law, releases the Council from all Claims against the Council arising out of damage or injury to property or persons occurring in the Public Road Reserve caused or contributed to by the negligent act of the Community Association, its servants, agents, employees or contractors in performing its Functions in this by-law.

50.4 Obligations on the Council

- (a) Subject to the provisions of by-law 50.2(b), Council must permit the Community Association and every person authorised by it to enter the Public Road Reserve at all reasonable times on reasonable notice (except in the case of an emergency when no notice is required) to inspect, maintain, repair, renew, replace or increase the capacity of any part of the Waste Water Management Equipment.
- (b) The Council must make good any damage caused by the Council, its servants, agents, contractors or employees to the Waste Water Management Equipment located in the Public Road Reserve.

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PART 6 – DICTIONARY

In this Management Statement these terms (in any form) mean:

Accredited Certifier Has the meaning given it by the *Environmental Planning & Assessment Act NSW 1979*.

Adult Child A child (whether biological, adopted, step or otherwise) of a Family Member or its nominee, being a person who is at least 18 years of age.

Annual General Meeting An annual general meeting of the Community Association other than the first annual general meeting.

Associate Means:

- (a) in relation to a Country Club Member who is a natural person (Relevant Person), any relative of the Relevant Person who resides at the Country Club Lot owned by the respective Country Club Member (Relevant Lot);
- (b) in relation to a Country Club Member who is a trust (Trust), any beneficiary of that Trust who resides at the Relevant Lot;
- (c) in relation to a Country Club Member who is an incorporated body (Body), any member or director of that Body who resides at the Relevant Lot; and
- (d) in relation to a Country Club Member who has chosen a Nominee in accordance with the terms of the Constitution, that Nominee's immediate family, provided that such persons reside at the Relevant Lot.

Authority Any government, semi-government, statutory, public or other authority which has jurisdiction over the Community Parcel and includes the Council.

Barbeque and Picnic Area The part of Community Property used as a barbeque and picnic area.

Board All of the directors for the time being of the Club or such number of them as having authority to act for the Club in accordance with the Constitution.

Building Siting and Design Code The code adopted by the Council and referred to in by-law 2.2.

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Business Day	Any day trading banks in New South Wales are open for business.
Children's Playground Area	The part of Community Property used as a children's playground area.
Claim	Includes any claim, demand, remedy, suit, injury, loss, Cost, liability, action, proceedings, right of action or claim for compensation.
Club	The public company limited by guarantee, Twin Creeks Golf and Country Club Limited ACN 106 909 184.
Clubhouse	That part of the Golf Course Lot used or to be used as the clubhouse (including the Golfing Member's Area), together with associated facilities situated on the Golf Course Lot.
Common Property	The common lot of a Strata Scheme.
Community Association	The corporation that: <ul style="list-style-type: none"> (a) is constituted by s25 of the Development Act on registration of the Community Plan; and (b) is established as a community association by s5 of the Management Act.
Community Development Lot	A lot that is not: <ul style="list-style-type: none"> (a) Community Property, a public reserve or a drainage reserve; (b) land that has become subject to a Subsidiary Scheme; or (c) severed from the Community Scheme.
Community Facilities	Those items which are constructed or to be constructed on Community Property.
Community Parcel	The land the subject of the Community Scheme.
Community Plan	Deposited plan number
Community Property	Lot 1 in the Community Plan and includes: <ul style="list-style-type: none"> (a) the Community Facilities; and (b) all items constructed on, erected on or attached to Community Property.

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Community Scheme	The community scheme constituted on registration of the Community Plan.
Community Schemes Board	The board established under the Community Titles Legislation.
Community Titles Legislation	The Development Act, the Management Act and related legislation.
Consent Authority	Has the meaning given it by the <i>Environmental Planning & Assessment Act 1979</i> .
Concept Plan	The plan of Community Property registered with the Community Plan.
Constitution	The constitution of the Club as amended, substituted or supplemented.
Corporate Membership	The Membership of a Corporate Member having the rights, privileges and prohibitions specified in clause 13.3, and the obligations set out in the remaining parts of this Constitution.
Cost	Includes any cost, charge, expense, loss, liability or damage.
Council	The Council of the City of Penrith.
Country Club Fee	The fee payable for a Country Club Membership.
Country Club Golf Rights	The rights specified in the Constitution as the Country Club Golf Rights.
Country Club Lot	Each of Community Development Lots 2 to 46 (inclusive), the Resort Lot (including any Community Development Lot or Strata Lot arising out of any subdivision of the Resort Lot) and Community Development Lot 49 (including any Community Development Lot or Community Development Lots or Strata Lots arising out of any subdivision of Community Development Lot 49).
Country Club Lot Owner	A person who is the registered proprietor of a Country Club Lot (being a person who is a Country Club Member who holds a Country Club Share).
Country Club Member	A person who is the registered proprietor of a Country Club Lot (or is entitled to be the registered proprietor) who holds a Country Club Share.
Country Club Membership	The membership of a Country Club Member having the rights, privileges and prohibitions specified in by-laws 43.4, 43.5, 43.6 and 43.7.

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Country Club Member Rights	Has the meaning given it in by-law 43.4(b).
Country Club Share	The Country Club Share in the capital of Twin Creeks Holdings.
Design Review Panel	The panel appointed in accordance with by-law 8.
Development Act	<i>The Community Land Development Act 1989 (NSW)</i> and regulations made under it.
Development Activity	Any activity described in by-law 9.1.
Development Activity Application	An application to the Design Review Panel for consent to a proposed Development Activity.
Development Activity Consent	The written consent of the Design Review Panel to a Development Activity Application.
Development Applicant	The party who makes or proposes to make a Development Application to the Design Review Panel.
Development Application	An application to the Consent Authority in connection with a Development Activity on a Lot.
Development Consent	Development consent under the <i>Environmental Planning and Assessment Act 1979 (NSW)</i> .
Development Works	The works associated with a Development Activity.
EPA	Environmental Planning and Assessment Authority (and the expression includes any of its successors and assigns or any other authority that may take the place of the EPA).
Estate	The term used to describe the rural residential and golf course estate known as Twin Creeks. The term “Estate” wherever used includes reference to the Community Parcel and the Public Road Reserve.
Executive Committee	The executive committee of the Community Association as constituted or elected under this Management Statement and the Management Act.
Family Member	A Member who holds a Family Share.
Family Membership	The Membership of a Family Member having the rights, privileges, prohibitions and obligations specified in the Constitution.

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Family Share	A family share in the capital of Twin Creeks Holdings.
Function	Includes a duty, right or obligation.
General Meeting	An Annual General Meeting or a Special General Meeting of the Community Association.
Golf Course	The golf course comprised within the Golf Course Lot and includes the Clubhouse and associated facilities.
Golf Course Lot	Community Development Lot 47 in the Community Plan, together with the associated facilities situated on the lot including the Golf Course and the Clubhouse.
Golf Course Lot Manager	The party appointed by the Golf Course Lot Owner to manage the Golf Course Lot, the Golf Course and the Clubhouse.
Golf Course Lot Owner	The registered proprietor for the time being of the Golf Course Lot.
Golf Facilities	The Golf Course and that part of the Clubhouse from which the golfing operations of the Club are conducted, including the Golfing Member's Area, locker rooms and 'professional' shop.
Golfing Members	Those Members having the right to play golf on the Golf Course 7 days per week.
Golfing Member's Area	That part of the Clubhouse designated by the Board from time to time as being an area for the exclusive use of Golfing Members and any other person determined by the Board.
Guest	A guest of a Member who is invited to use the Clubhouse and the Golf Course (if permitted) as determined by the Board and in accordance with the Constitution.
House Service Line	In respect of a Lot, is the gravity sewerage line from the Improvements erected on the Lot to the sewerage pressure main.
Improvements	Includes any building, structure, addition, modification, external repairs (other than minor repairs to existing Improvements), landscaping and installation of new Services and alterations to or interference with existing Services. "Improvements" includes works which may be constructed or carried out without the consent of a Consent Authority or an Accredited Certifier.

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Initial Period	Has the meaning given to it by the Community Titles Legislation.
Insolvent	<p>Insolvent means:</p> <ul style="list-style-type: none"> (a) being in receivership, liquidation, provisional liquidation or under administration; (b) being subject to any arrangement, assignment or composition; (c) being unable to pay debts as they fall due; or (d) anything of the same or a similar nature. <p>'Insolvent' does not include a winding up or dissolution while solvent for the purpose of a reconstruction or amalgamation</p>
Irrigated Water	Collected stormwater, effluent and water sourced from other sources for irrigation purposes.
Irrigation Equipment	<p>The equipment in the Estate in connection with the Irrigation System comprising:</p> <ul style="list-style-type: none"> (a) the Irrigation Head Works (which are located on the Golf Course Lot); (b) the wet weather storage area; (c) the water storage reservoirs; (d) the flow meters; (e) the sprinkler systems; (f) the electrical supply systems; and (g) Irrigation Pipes.
Irrigation Head Works	<p>Those parts of the Irrigation Equipment located within the Golf Course Lot comprising:</p> <ul style="list-style-type: none"> (a) the pumps; (b) the pump assembly; (c) the electrical supply and distribution network; (d) the telemetry and computer control system; and

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(e) the irrigation manifold.

Irrigation Pipes	Those parts of the Irrigation Equipment located within the Estate comprising the pipes, ducts and associated equipment for irrigating water.
Irrigation System	The irrigation system comprised within the Estate for the collection and disposal of irrigated water within the Estate.
Landscaped Areas	Any external landscaped areas of any Subsidiary Body Lot.
Leisure Facilities	Those parts of Community Property described in by-law 22.2.
Licence	The Liquor Licence issued under the Liquor Act.
Licensed Premises	That part of the Community Parcel the subject of the Licence.
Licensee	The holder of the Licence from time to time.
Licensing Authority	The Licensing Court and the Liquor Administration Board of New South Wales.
Life Member	A Member who holds a Life Share.
Life Share	A life share in the capital of Twin Creeks Holdings.
Liquor Act	The Liquor Act 1982 and the Liquor Regulation 1996.
Lot	A Community Development Lot, a Neighbourhood Lot or a Strata Lot.
Main Dwelling	That part of the Improvements on a Lot comprising the main residence.
Management Act	<i>The Community Land Management Act 1989</i> and regulations made under it.
Managing Agent	An agent appointed under s50 of the Management Act.
Management Statement	The community management statement registered with the Community Plan, as amended from time to time under the Community Titles Legislation.
Meeting Room Area	The part of Community Property designated as a meeting room.
Member	Any member of the Club on the register of members.
Mortgagee	A mortgagee in possession of a Lot.

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Neighbourhood Association	A neighbourhood association created on registration of a Neighbourhood Plan.
Neighbourhood Lot	(a) a Lot in a Neighbourhood Plan; but (b) does not include a Neighbourhood Lot, a public reserve or a drainage reserve.
Neighbourhood Plan	A neighbourhood plan that subdivides a Community Development Lot.
Neighbourhood Property	Lot 1 in a Neighbourhood Plan and includes all items constructed on, erected on or attached to Neighbourhood Property.
Neighbourhood Scheme	A neighbourhood scheme constituted on registration of a Neighbourhood Plan.
Nomination Fee	The amount determined by the Board from time to time as the Nomination Fee.
Nominee	Has the same meaning given to it under the Constitution.
Objectives	The objectives stated in by-law 1.4.
Occupier	An occupier of a Lot.
Open Access Way	Has the meaning given it by the Community Titles Legislation.
Ordinary Resolution	A resolution passed: (a) except on a poll – by a majority in number of the votes cast; and (b) on a poll – by a majority in value of the votes cast.
Original Proprietor	Twin Creeks Properties Pty Limited ACN 090 362 744.
Owner	The registered proprietor of a Lot (and includes in all cases (unless inappropriate) the Tenant, Occupier and mortgagee in possession of the relevant Lot).
Owners Corporation	The owners corporation created on registration of a Strata Plan.
Packaged Sewer Pump	In respect of a Lot, is the separate sewer pump out system located on the Lot for the Improvements erected on the Lot.
Party	A party bound by this Management Statement.

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Pattern Book	The pattern book for the Community Parcel adopted by the Community Association (as amended in the manner permitted by this Management Statement).
Permitted Persons	A person permitted by an Owner or Occupier to use Community Property including without limitation the parties described in by-laws 22.4(b), 22.5 and 22.6.
Private Access Way	Has the meaning given it by the Community Titles Legislation.
Private Service	Has the meaning given to it by by-law 26.2.
Prescribed Fee	The fee payable to the Community Association (or the Original Proprietor) in connection with a Development Activity Application.
Project Activities	<p>Any work which the Original Proprietor and all persons authorised by it must do to develop and subdivide the Community Parcel including:</p> <ul style="list-style-type: none">(a) releasing obsolete covenants, easements and restrictions;(b) installing Services;(c) carrying out works and construction activities;(d) developing the Community Parcel in stages;(e) construction of the Community Facilities;(f) the subdivision of land forming part of the Community Parcel by any means;(g) any form of work which the Original Proprietor, in its absolute discretion, considers is necessary or desirable; and(h) the exercise of any right or discretion given to the Original Proprietor under this Management Statement.
Public Road Reserve	That part of the Estate vested in the Council, comprising the road and the landscaped verges contiguous with the road.
Resort	That part of Twin Creeks comprised within the Resort Lot, as that Lot may be subdivided.
Resort Facilities	The facilities constructed on the Golf Course Lot for use by Members and others and includes, without limitation, the

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	Clubhouse (but not the Golfing Member's Area).
Resort Lot	Community Development Lot 48 in the Community Plan, together with the associated facilities situated on the lot.
Resort Lot Owner	The registered proprietor for the time being of the Resort Lot.
Rules	The rules of the Community Association the subject of by-law 35.7.
Safe Work Method Statement	A safe work method statement under the <i>Occupational Health and Safety Act 2000 (NSW)</i> and the regulations under that act.
Security Services	Services by any means for the prevention of any threat to the security or safety of: <ul style="list-style-type: none"> (a) an Owner; or (b) any Subsidiary Body Lot or Lot.
Service	The following: <ul style="list-style-type: none"> (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil; (b) the provision of sewage and drainage; (c) transmission by telephone, radio, television, satellite or other means; (d) Security Services; and (e) any other facility, supply or transmission.
Service Line	A pipe, wire, cable, duct, conduit or pole by means of which a Service (including Private Services) is, or is to be, provided the, location of which may be illustrated in the Services Plan.
Service Provider	A body that provides a Service.
Services Plan	The diagram showing the Private Services and statutory Services registered with the Community Plan.
Sign	Includes any sign, placard, advertisement, board, writing, plate, signal, illumination, banner, insignia or notice.
Special General Meeting	A meeting of the Community Association that is not an Annual General Meeting.
Special Levies and	Has the same meaning ascribed to that term under the

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Charges	Constitution.
Special Resolution	Has the meaning given to it by the Community Titles Legislation.
Spouse	In relation to a Family Member or its Nominee, means, subject to approval by the Board, the married or de-facto spouse of that Member or its Nominee, and for the sake of clarity includes a spouse of the same sex as the Family Member or its Nominee.
Storm Water System	Those parts of the Community Parcel which are the pipes, ducts, equipment and gross pollutant traps comprising the storm water system.
Strata Lot	A lot in a Strata Plan.
Strata Plan	A strata plan that subdivides a Community Development Lot under the <i>Strata Schemes (Freehold Development) Act 1973 (NSW)</i> .
Strata Scheme	A strata scheme constituted on registration of a Strata Plan.
Street Feature Lighting	The feature lighting for the Estate for which there is a separate meter and which is located at the entrance to the Estate, partly on the Golf Course Lot and partly on the Public Road Reserve.
Subscription Fee	The annual subscription fee determined by the Board in accordance with the Constitution.
Subsidiary Body	A Neighbourhood Association or an Owners Corporation.
Subsidiary Body Lot	The Neighbourhood Property in a Neighbourhood Scheme or the Common Property in a Strata Scheme.
Subsidiary Plan	A Neighbourhood Plan or Strata Plan that subdivides a Community Development Lot.
Subsidiary Scheme	A Neighbourhood Scheme or a Strata Scheme.
Tenant	The lessee, sublessee, under-lessee or licensee of a Lot.
Swimming Pool Area	The part of Community Property designed to be used as a swimming pool and its surrounds.
Tennis Court Area	The part of Community Property designated to be used as tennis court and its surrounds.
Twin Creeks	The name given to the Community Parcel.

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Unanimous Resolution	A resolution passed at a duly convened general meeting of the Community Association without a vote being cast against it.
Twin Creeks Holdings	Twin Creeks Holdings (Australia) Limited ACN 105 336 267.
Vegetation and Creek Management Plan	The plan for the management of the vegetation and creek areas in the Community Parcel.
Vehicle	Includes vehicles of any kind and without limitation includes motor vehicles, motor cycles, trucks, vans, bicycles, boats, trailers, caravans and horse floats.
Waste Water Management Equipment	<p>The equipment in the Estate used in connection with the Waste Water Management System comprising:</p> <ul style="list-style-type: none">(a) sewerage pressure lines;(b) sewerage rising mains;(c) effluent rising mains;(d) sewerage pump stations;(e) sewerage treatment plant and effluent pumping station (located within Community Property);(f) effluent pump station; and(g) the individual pump out systems and the common lines for those pump out systems referred to in by-law 38.4(b).
Waste Water Management System	The system for the collection, treatment and disposal of sewage within the Estate.

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PART 7 – INTERPRETATION

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- (a) In this Management Statement unless the context indicates a contrary intention:
 - (i) words denoting any gender include all genders;
 - (ii) the singular number includes the plural and vice versa;
 - (iii) references to any legislation includes any legislation which amends or replaces that legislation;
 - (iv) a person includes their executors, administrators, successors, substitutes and assigns;
 - (v) a person includes companies and corporations and vice versa;
 - (vi) except in the dictionary, headings do not affect the interpretation of this Management Statement;
 - (vii) words in italics provide an explanation or example of the intended operation of the particular clause in question and may be used to resolve any dispute about that clause;
 - (viii) amounts of money are expressed in Australian dollars unless otherwise expressly stated;
 - (ix) a reference to a document includes any variation or replacement of it;
 - (x) a reference to any thing includes the whole or each part of it; and
 - (xi) the defined terms in Part 6 have the meaning given them in that schedule except where the context otherwise requires.
- (b) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.
- (c) If the whole or any part of a provision of a by-law is void, unenforceable or illegal:
 - (i) it is severed; and
 - (ii) the remainder of the by-laws have full force and effect.

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- (d) Clause (c) has no effect if the severance alters the basic nature of the by-laws or is contrary to public policy.
- (e) Any words or phrases not defined in this Management Statement, but defined in the Constitution, have the meaning given to them in the Constitution.
- (f) Words and expressions not defined in this Management Statement have the meaning given to them by the Community Titles Legislation.
- (g) A person must make an application for approval of the Community Association or the Executive Committee under this Management Statement in writing.
- (h) Subject to an express provision in the by-laws, the Community Association and the Executive Committee may in their absolute discretion:
 - (i) give approval conditionally or unconditionally; or
 - (ii) withhold approval.

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PART 8 – SCHEDULE OF ASSETS

This schedule lists the assets located within the Estate and the party responsible for the operation, maintenance, repair and replacement of that asset.

Asset description	Party responsible for operation, maintenance, repair and replacement of the asset	By-law cross reference
1. STREETSCAPE LANDSCAPING		
(a) Trees, shrubs, grasses, plants, turf	Community Association	48
(b) Organic and inorganic mulches	Community Association	48
(c) Feature walls and stone cladding, decorative signage	Community Association	48
(d) Feature lighting, ducts, wiring, light fittings, bulbs, control panel, electricity supply	Community Association	42.1
(e) Black paint to street light columns	Community Association	42.1
2. IRRIGATION		
(a) Irrigation Headworks	Golf Course Lot Owner	40.2
(b) The Irrigation Equipment located within Community Property, Lots (other the Golf Course Lot), and the Public Road Reserve	Community Association	40.3
3. SERVICES		
Water mains and potable water supply	Sydney Water	26.1
(a) Electricity mains, substations, street lights and columns and electricity	Integral Energy	26.1

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supply		
(b) Telephone mains, pits and service pillars and telephone services supply	Telstra	26.1
(c) LPG gas mains	Golf Course Lot Owner	Private service for golf club – new lines crossing public road
4. ROADS		
(a) Kerb and gutter	Penrith City Council	Public road
(b) Road pavement and asphalt	Penrith City Council	Public road
(c) Stormwater pits and drainage lines (in public road and estate)	Penrith City Council	Public road
(d) Feature pavements at thresholds and buggy crossings	Community Association	
(e) Bridge	Penrith City Council	Public road
(f) Concrete footpaths	Penrith City council	Public road
(g) Street name signs	Penrith City Council	Public road
(h) Traffic control signage and line marking	Penrith City Council	Public road
(i) Vehicle crossings and footpath crossings (relating to battleaxe lots only)	Individual lot owner	
(j) Fire trails (located on Golf Course Lot)	Golf Course Lot Owner	
5. STORMWATER LINES IN EASEMENTS		
(a) Common drainage lines	Community Association	Community property (by-law 20.1)

Twin Creeks Acreage Estate – Community Management Statement

DP270417

(b) Trunk drainage lines between roads and pipe outlets	Penrith City Council	Public road
6. WATER QUALITY PONDS		
(a) Water quality ponds 1, 2 and 3	Golf Course Lot Owner	41.4
(b) Nutrient stripping ponds	Golf Course Lot Owner	41.4
(c) Irrigation storage lake	Golf Course Lot Owner	38.6
(d) Gross pollutant trap	Community Association	20.1 and 21.1
7. WASTE WATER MANAGEMENT SYSTEM		
(a) Sewerage pressure lines	Community Association	38.2
(b) Sewerage rising mains	Community Association	38.2
(c) Effluent rising mains	Community Association	38.2
(d) Sewerage pump stations	Community Association	38.2
(e) Sewerage treatment plant	Community Association	38.2
(f) Effluent pump station	Community Association	38.2
(g) Individual pump out systems	Community Association	38.4(b)

Twin Creeks Acreage Estate – Community Management Statement

DATE:

SIGNATURES

Registered proprietor

THE COMMON SEAL of Twin Creeks
Properties Pty Limited ACN 090 362 744
the fixing of which was witnessed by:



Signature of director

Signature of director/secretary

Andrew Beale Wiesener

ARNOLD NEWHOUSE

Name

Name

Mortgagee

MACQUARIE BANK LIMITED ACN 008 583 542 by

LOUISE ISOBEL MURRAY
Associate Director
its Attorneys who hereby state that at the time of
their executing this instrument they have no notice
of the revocation of the Registered Power of
Attorney registered in Land Titles Office Book 4254
No. 762 under which they execute this instrument.

Associate Director

Hyde Park Management Limited (ACN 104 731 133) by

LOUISE ISOBEL MURRAY
Associate Director

Associate Director

its Attorneys who hereby state that at the time of
their executing this instrument they have no notice
of the revocation of the Registered Power of Attorney
registered in Land Titles Office Book 4435
No 949 under which they execute this instrument.

DATE

CONSENTS AND APPROVALS

DP270417

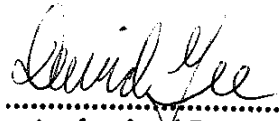
Certificate of approval

The Council of the City of Penrith certifies that:

- (a) it has approved the development described in Development Application No DA01/2722; and
- (b) the terms and conditions of this Management Statement are consistent with that development as approved.

Dated this *SEVENTEENTH* day of *NOVEMBER* 2004

Signed on behalf of Penrith City Council

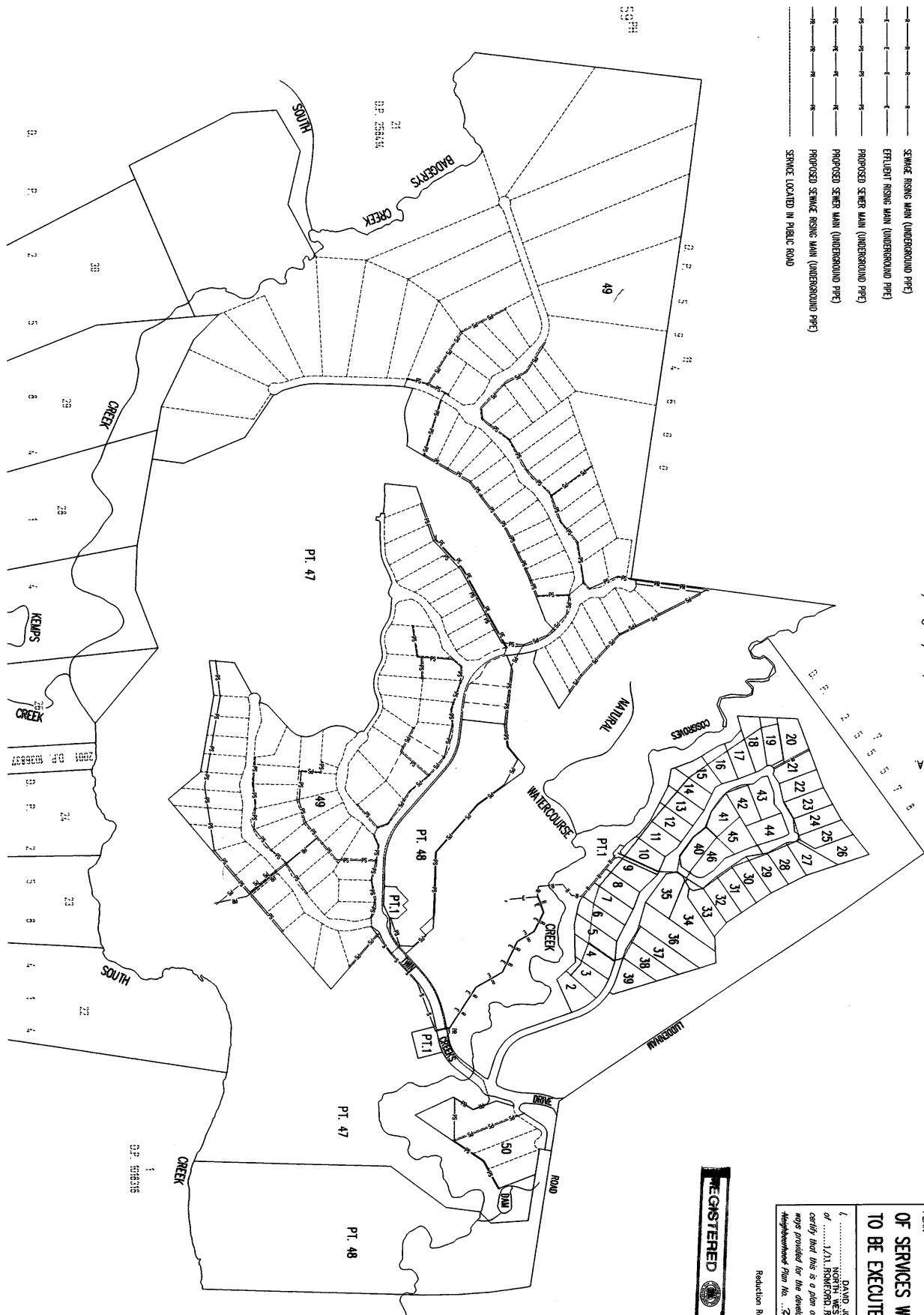

.....
Authorised Person
Penrith City Council

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION



PLAN FORM 5

- PROPOSED IRRIGATION MAIN (UNDERGROUND PIPE)
- SEWER MAIN (UNDERGROUND PIPE)
- SEWAGE RISING MAIN (UNDERGROUND PIPE)
- EFFLUENT RISING MAIN (UNDERGROUND PIPE)
- PROPOSED SEWER MAIN (UNDERGROUND PIPE)
- PROPOSED SEWER MAIN (UNDERGROUND PIPE)
- PROPOSED SEWAGE RISING MAIN (UNDERGROUND PIPE)
- SERVICE LOCATED IN PUBLIC ROAD



COMMUNITY PLAN

DP270417 AN

SHEET 94 OF 95 SHEETS

PLAN
OF SERVICES WORK AS EXECUTED OR
TO BE EXECUTED FOR TWIN CREEKS

DAVID JOHN MILLER
NORTH WESTERN SURVEYS
1/11, ROWEN ROAD, BLACKDOWN, 2348.
certify that this is a plan of the service works as executed/assess
ments provided for the development shown in Community Plan
Highwaynet Plan No. 3-70417

Reduction Ratio 1 : 6000 1/11/2004



PLAN FORM 5

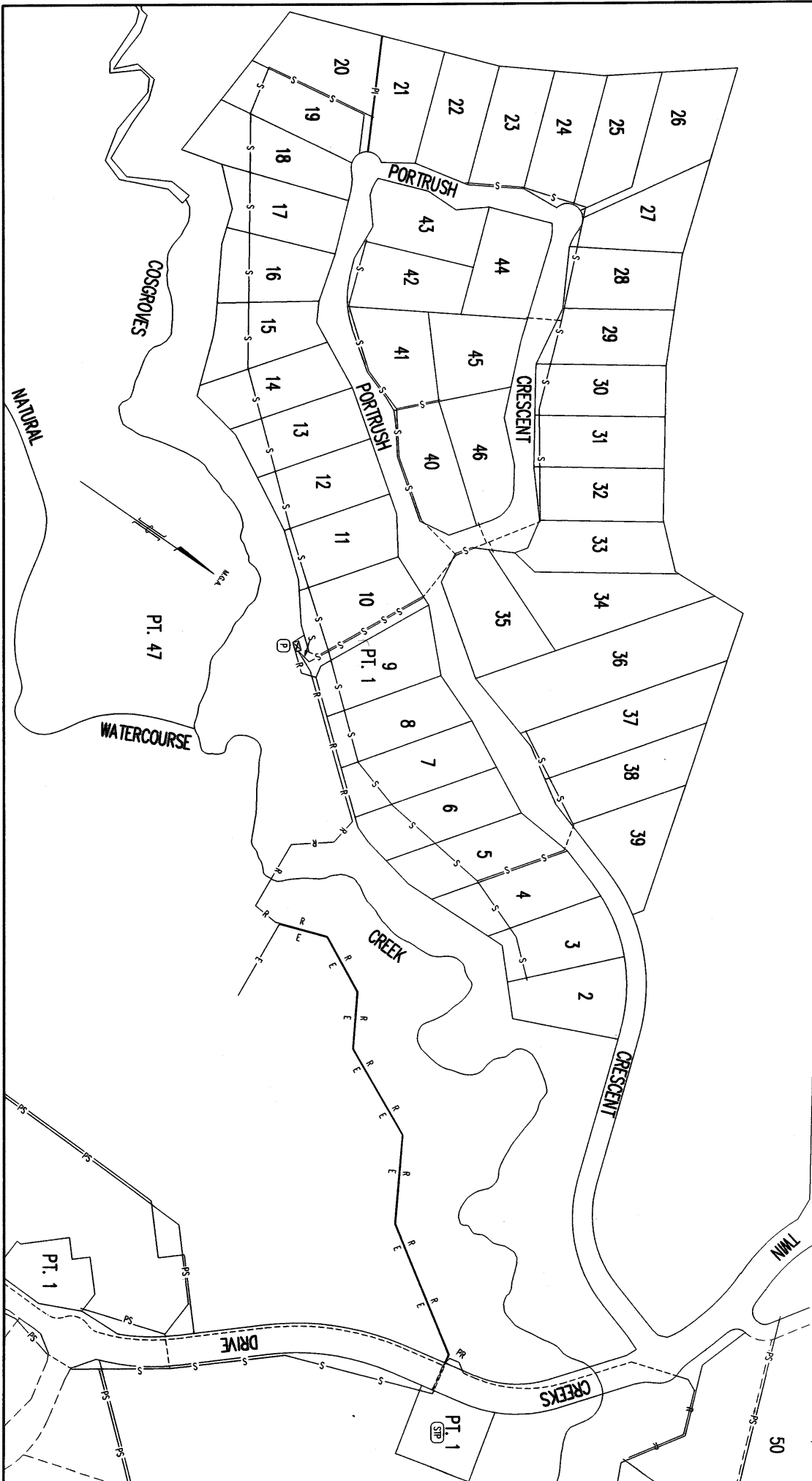
- PI—PI—PI—PI— PROPOSED IRRIGATION MAIN (UNDERGROUND PIPE)
—S—S—S—S— SEWER MAIN (UNDERGROUND PIPE)
—R—R—R—R— SEWAGE RISING MAIN (UNDERGROUND PIPE)
—E—E—E—E— EFFLUENT RISING MAIN (UNDERGROUND PIPE)

(P) PROPOSED SEWER PUMP STATION (INFRASTRUCTURE)
(STP) PROPOSED SEWAGE TREATMENT PLANT (INFRASTRUCTURE)
----- SERVICE LOCATED IN PUBLIC ROAD
—PS—PS—PS—PS— PROPOSED SEWER MAIN (UNDERGROUND PIPE)

LUDDENHAM

ROAD

COMMUNITY PLAN
1 DP270417 AN
SHEET 95 OF 95 SHEETS
PLAN
OF SERVICES WORK AS EXECUTED OR
TO BE EXECUTED FOR TMN CREEKS
DAVID JOHN MILLER
DAVID J. MILLER & ASSOCIATES
of 1/11, RINGWOOD ROAD, BLACKTOWN, 2148
certify that this is a plan of the services works as executed/access
ways provided for the development shown in Community/Preliminary
Highway/road Plan No. 210417
Reduction Ratio 1 : 2000
1/1/2004



Form: 21CSM
Release: 1
www.lpi.nsw.gov.au

**AMENDMENT OF
MANAGEMENT STATEMENT**

DP 270417

New South Wales
Section 39
Community Land Development Act

MANAGEMENT STATEMENT
ANNEXURE 'A' Sheet 1 of 1 Sheet

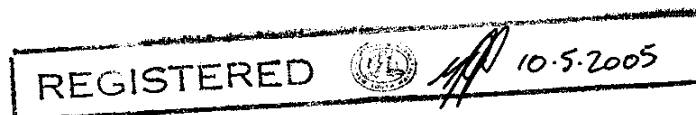
PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Folio of the Register for the Association Property Folio identifier 1/270417				
(B) LODGED BY	Delivery Box 4626	Name, Address or DX and Telephone Universal Titlesearchers LIPN-1233270 Reference (optional): 1596020	CODE CS		
(C) APPLICANT	Community Association Deposited Plan No. 270417				
(D)	The applicant certifies that by a unanimous resolution passed on 29 March 2005 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:				
(E) BY-LAWS	<table border="1"><tr><td>Repealed</td><td>Added 31.6(e) as fully set out below</td></tr></table>			Repealed	Added 31.6(e) as fully set out below
Repealed	Added 31.6(e) as fully set out below				

(F) TEXT OF ADDED BY-LAW

The following is the text of new by-law 31.6(e)

Notwithstanding the provisions of by-law 31.6(a), in respect of lot 36 in the Community Plan, construction of the Main Dwelling on Community Development Lot 36 must have substantially commenced within 36 months of the date the Original Proprietor ceases to be the registered proprietor of the Lot.



(G) The common seal of the Community association deposited plan 270417 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

David Ferguson
David Ferguson
2 May 05



All handwriting must be in block capitals.

Form: 21CSM
Release: 1
www.lpi.nsw.gov.au

**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales
Section 39

Community Land Development Act 1989

DP 270417
MANAGEMENT STATEMENT
ANNEXURE 'B'
Sheet 1 of 1 Sheets

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

Folio of the Register for the Association Property
Folio identifier 1/DP 270417

(B) LODGED BY

Delivery Box <i>4624</i>	Name, Address or DX and Telephone UNIVERSAL TITLE SEARCHERS <i>UPN: 123327C</i> GPO Box 3364 Sydney 2001 DX 622 Sydney Reference (optional): Telephone: (02) 92023050 <i>169 8095</i>	CODE CS
-----------------------------	--	-------------------

(C) APPLICANT

<u>Community</u> Association	Deposited Plan No. <u>270417</u>
------------------------------	----------------------------------

(D)

The applicant certifies that by a unanimous resolution passed on 30 June 2005 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed 31.6 (a)	Added 31.6 (a) as fully set out below
----------------------	--

(F) TEXT OF ADDED BY-LAW

Construction of the Main Dwelling on a Community Development Lot (not being the Golf Course Lot or the Resort Lot) must have substantially commenced within 36 months of the date the Original Proprietor ceases to be the registered proprietor of the Lot.

TERMS OF INSTRUMENT NOT
CHECKED IN L.P.I.

(G) The common seal of the Community association deposited plan 270417 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

David Ferguson
David Ferguson
24 August 2005



All handwriting must be in block capitals.

Page 1 of 1

LAND AND PROPERTY INFORMATION NSW

REGISTERED *18 29.8.2005*

Form: 21CSM
Release: 1
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**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales
Section 39

Community Land Development Act 1

DP 270417
Management Statement
Annexure 'C' Sheet 1 of 2

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Folio of the Register for the Association Property Folio Identifier 1/270417				
(B) LODGED BY	<table border="1"><tr><td>Delivery Box 4624</td><td>Name, Address or DX and Telephone Universal Title Searchers GPO Box 3364 SYDNEY NSW 2001 Reference (optional): 2374222</td></tr></table>	Delivery Box 4624	Name, Address or DX and Telephone Universal Title Searchers GPO Box 3364 SYDNEY NSW 2001 Reference (optional): 2374222	<table border="1"><tr><td>CODE UNDR CM ON UA CS</td></tr></table>	CODE UNDR CM ON UA CS
Delivery Box 4624	Name, Address or DX and Telephone Universal Title Searchers GPO Box 3364 SYDNEY NSW 2001 Reference (optional): 2374222				
CODE UNDR CM ON UA CS					
(C) APPLICANT	<table border="1"><tr><td>Community</td><td>Association</td><td>Deposited Plan No. 270417</td></tr></table>		Community	Association	Deposited Plan No. 270417
Community	Association	Deposited Plan No. 270417			
(D)	The applicant certifies that by a unanimous resolution passed on 25 June 2007 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:				
(E) BY-LAWS	<table border="1"><tr><td>Repealed 34.2 (a) and 33.2 (b) (v)</td><td>Added 34.2 (a) and 33.5 as fully set out below</td></tr></table>		Repealed 34.2 (a) and 33.2 (b) (v)	Added 34.2 (a) and 33.5 as fully set out below	
Repealed 34.2 (a) and 33.2 (b) (v)	Added 34.2 (a) and 33.5 as fully set out below				
(F) TEXT OF ADDED BY-LAW	By-laws as set out in page 2 of attached Annexure "C"				

(G) The common seal of the Community association deposited plan 270417 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

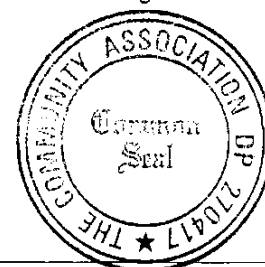
Signature of witness:

Name of witness:

Date:

25 June 2007

David Ferguson
DAVID FERGUSON



**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT IN
CONNECTION WITH COMMUNITY MANAGEMENT STATEMENT
REGISTERED DEPOSITED PLAN 270417**

This annexure details amendments to the community management statement as follows:

1. *Replace by-law 34.2(a) with the following by-law:*

- (a) Notwithstanding the provisions of by-law 34.1(b), any Vehicle with a gross weight over 8 tonnes may not be brought onto, garaged, parked or otherwise allowed to remain on the Community Parcel. The provisions of this by-law do not apply to any Vehicle used in connection with delivering or taking delivery of, goods or waste material to or from the Community Parcel.

2. *Add a new by-law 33.5 as follows:*

33.5 Bees

Beehives may be kept on a Lot other than a Strata Lot provided no more than 2 beehives are kept on any one Lot.



Form: 21CSM
Release: 24

**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales
Section 39

Community Land Development Act 1989

DP 270417

**MANAGEMENT STATEMENT
ANNEXURE 'D'**
Sheet 1 of 2 Sheets

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

(A) **TORRENS TITLE**

1/270417

(B) **LODGED BY**

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/826	CODE CS
--	--	-----------------------

(C) **APPLICANT**

Community <input checked="" type="checkbox"/> Association	Deposited Plan No. 270417
---	---------------------------

(D)

The applicant certifies that by a special ☒ resolution passed on 31 August 2017 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added 6.6 & 29.6 as fully set out below
----------	--

(F) **TEXT OF ADDED BY-LAW**

(See Annexure Attached)



(G) The common seal of the Community association deposited plan 270417 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

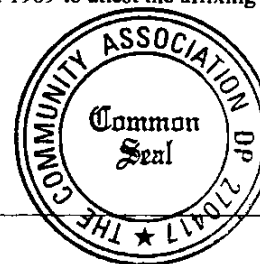
Signature of witness:

Name of witness:

Date:

[Signature]
OLIVERA FERREIRA

30/10/2017



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111

ANNEXURE TO AMENDMENT TO COMMUNITY MANAGEMENT STATEMENT

6.6 Lawn Maintenance

That should a lot owner not maintain the grass and weed on their lot, whether the lot be vacant or otherwise, within 14 days of the date of a notice issued by the managing agent or caretaker, the community association has the right to engage an independent contractor to enter the lot and perform slashing and lawn-mowing works, and the cost associated is to be reimbursed to the community association by the lot owner, by the addition of that cost to the relevant lot account.

29.6 Electronic Service of Notices

1. A document or notice may be served by the Community Association, its secretary or any member of the executive committee on the owner of a lot by electronic means if the person has given the Community Association an email address for the service of notices and the document is sent to that address.
2. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender, provided that the sender does not receive an electronic notification of unsuccessful transmission (i.e. bounce back or undelivered message) within 24 hours.

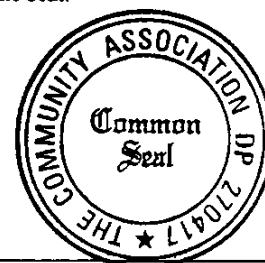
REGISTERED  **13-11-2017**

The common seal of the **Community** association deposited plan **270417** was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: 

Name of witness: OLIVERA FERGUSON

Date: 30/10/2017


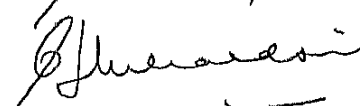


RAC

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves for the body in whose favour this easement is created and every person authorised by it full and free right to go, pass and repass at all times and for all purposes with or without animals or vehicles ~~XXXXXX~~ or both over the land indicated herein and in the plan hereunto annexed as the servient tenement.

Notes (k) and (l)

P. HODGSON
X H.S. 
X 

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (l)
Also complete
tenants plan on
front of form

SCHEDULE THREE HEREINDEFOREREFERRED TO

and (i)

The Transferee hereby covenants with the transferor that the transferees with the intent that the benefit of this covenant shall be attached to and run at law and in equity with Lot 25 in Deposited Plan 258414 and that the burden of the covenant shall be annexed to and run at law and in equity with the land hereby transferred DO HEREBY for themselves, their executors, heirs, administrators and transferees the registered proprietor or proprietors of the land hereby transferred and separate covenants COVENANT with the transferor its successors, assigns and other the registered proprietor or proprietors for the time being of the aforesaid Lot 25 in Deposited Plan 258414 that they the transferees the registered proprietor or proprietors for the time being of the land hereby transferred shall not at any time erect a fence or cause a fence to be erected upon that part of the boundary line between the subject Lot 24 and Lot 25 in Deposited Plan 258414 forming part of the right of way referred to in plan annexed hereto. Marked "A"

PLAN REFILED
AS D.P. 454266

P. H. HOUPT
X H.S. *[Signature]*
X *[Signature]*

RP 13A
1979

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land.

- (i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
- (ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1919.
- (iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Roux.

(b) Tenement panel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 8514 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

(c) Show the full name, address and occupation or description.

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

- GENERALLY** (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
- (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature.
- Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
- ATTORNEY** (iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".
- AUTHORITY** (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
- CORPORATION** (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(j) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged e.g., stat. dec. for statutory declaration, prob. for probate, L/A for letters of administration, &c.

(k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

(l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.

(m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

(n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

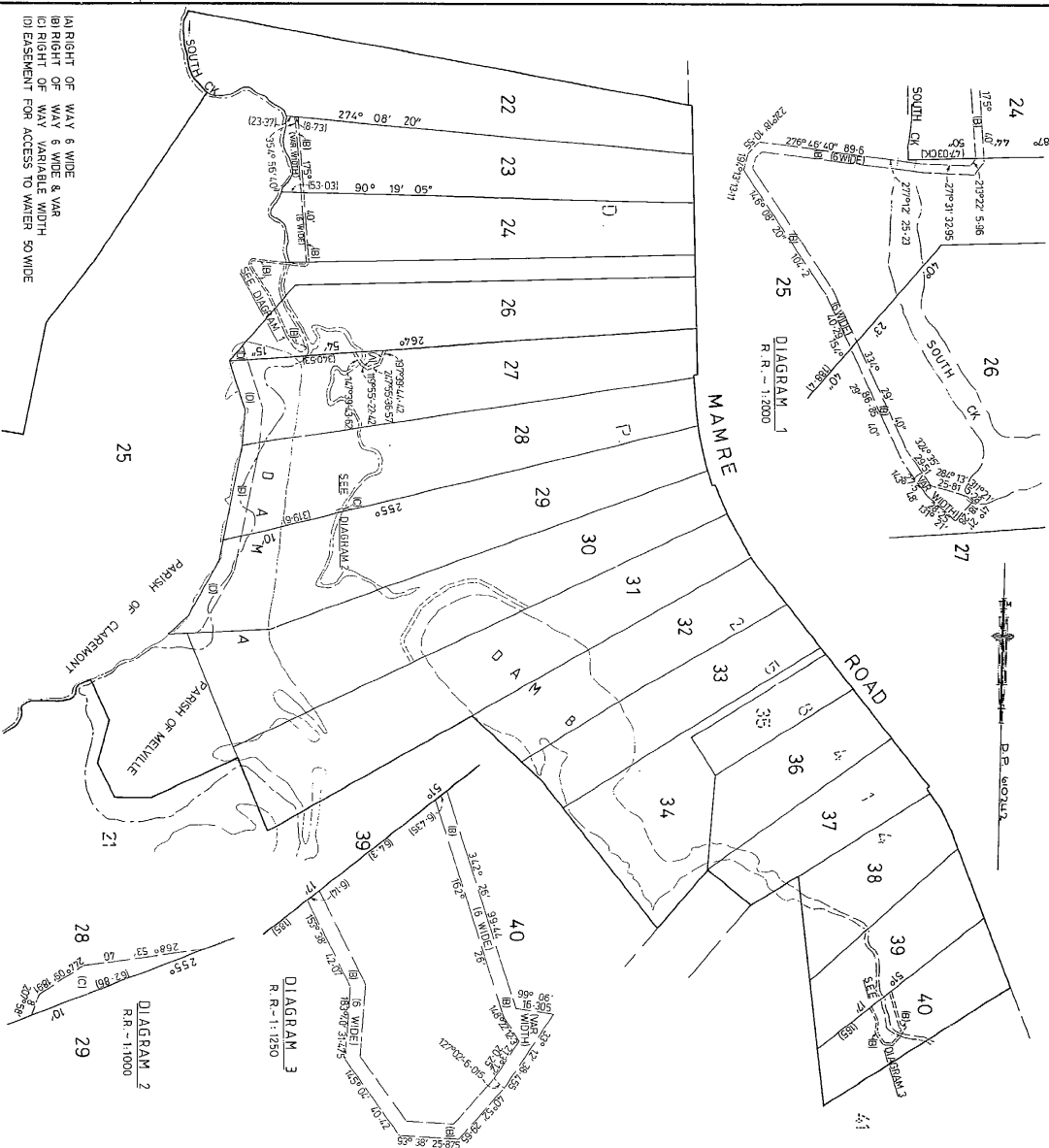
OFFICE USE ONLY

DIRECTION: PROP		FIRST SCHEDULE DIRECTIONS			
No. OF NAMES:					
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) I	(E) NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS					
(F)	FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K) DETAILS
	13757-167 " 168	one	TG	8992201	Debit CT Vol. 13757-168 & Box. 20S. " " " 13757-167 & Box 40L. see mini 5 for notes

M. P. D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE



I, Reece Richard Dewitt, Registrar General for the South Wales, Gwent & Glamorgan Districts, do hereby certify that the within record of a document in my custody this 8th day of July, 1980

Reece Richard Dewitt

12	11	10	9	8	7	6	5	4	3	2	1
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Plan Drawing only to appear in this space

• OFFICE USE ONLY

D. P. 610242.

CA: _____

File System: TORRENS

Ref. MND: 117352-8 #

Cost Plan: D.P. 258414

LOTS 22-34 INCL & LOTS 36-40 INCL
IN D. P. 258414

Reduction Ratio 1 : 8 000
Lengths are in metres.

Munro/Shire
City
PENRITH

Locality: SOUTH ST MARYS

WILCHIE & CONVEYING
COUNTY CLIMBERLAND

This is sheet-¹ of my plan in sheet
Delete if inapplicable

1. BARRY WILLIAM GARDNER
OF 406 PACIFIC HWY LINDEFIELD

VERIFIED TRUE AND CORRECT by me, _____, Notary Public for the State of _____, on this _____ day of _____, 2005.

Amthor-Rogersborn-1823, and was completed on 1.
2814180
LEGAL NOTICE: INFORMATION ABOUT THE DOCUMENT

Signature *[Signature]*
 Surveyor registered under Surveyors Act, 1928, as amended
 Datum Line of Airphoto
 *Strikeout either (1) or (2). Enter date of use.

Panel for use only for statements of intention to dedicate public roads or to create public right-of-way.

86 (1) User.

CONVEYANCING ACT 1919 IT IS INTENDED
TO CREATE

1 RIGHT OF WAY 6 WIDE
2 RIGHT OF WAY 6 WIDE & VARIABLE

3 RIGHT OF WAY 0 WIDE & TANGLED
4 RIGHT OF WAY VARIABLE WIDTH
5 EASEMENT FOR ACCESS TO WATER

6 RESTRICTIONS TO USER OVER DAM A

OVER DAM B

--	--

SURVEYOR'S REFERENCE:

Form: 2103M

Release: 1

www.lpi.nsw.gov.au

MANAGEMENT STATEMENT

New South Wales

Section 39

Community Land Development Act



AB456072B

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **TORRENS TITLE**

Folio of the Register for the Association Property
 Folio identifier 1/270417

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone <i>Universal Title Services</i>	CODE
<i>4624</i>	<i>LPN: 1233271</i>	CS
	Reference (optional): <i>1596020</i>	

(C) **APPLICANT**

Community Association	Deposited Plan No. <i>270417</i>
-----------------------	----------------------------------

(D)

The applicant certifies that by a unanimous resolution passed on *29 March 2005* and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added
	<i>31.6 (e)</i> as fully set out below

(F) **TEXT OF ADDED BY-LAW**

The following is the text of new by-law 31.6(e)

Notwithstanding the provisions of by-law 31.6(a), in respect of lot 36 in the Community Plan, construction of the Main Dwelling on Community Development Lot 36 must have substantially commenced within 36 months of the date the Original Proprietor ceases to be the registered proprietor of the Lot.

(G) The common seal of the *Community* association deposited plan *270417* was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

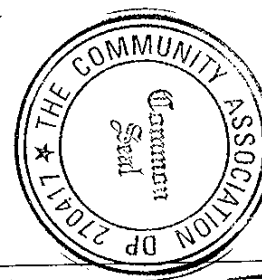
David Ferguson

Name of witness:

David Ferguson

Date:

2 May 05



FIRST SCHEDULE DIRECTIONS

SECOND SCHEDULE AND OTHER DIRECTIONS

[illegible]

Form: 21CSM
Release: 1
www.lpi.nsw.gov.au

**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales
Section 39

Community Land Development Act 1989



AB723283A

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Folio of the Register for the Association Property Folio identifier 1/DP 270417			
(B) LODGED BY	Delivery Box 4624 Name, Address or DX and Telephone UNIVERSAL TITLE SEARCHERS GPO Box 3364 Sydney 2001 DX 622 Sydney Reference (optional): LPN: 123327C Telephone: (02) 92023050 698095	CODE CS		
(C) APPLICANT	Community Association Deposited Plan No. 270417			
(D)	The applicant certifies that by a <u>unanimous</u> resolution passed on <u>30 June 2005</u> and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:			
(E) BY-LAWS	<table border="1"><tr><td>Repealed 31.6 (a)</td><td>Added 31.6 (a) as fully set out below</td></tr></table>		Repealed 31.6 (a)	Added 31.6 (a) as fully set out below
Repealed 31.6 (a)	Added 31.6 (a) as fully set out below			
(F) TEXT OF ADDED BY-LAW	Construction of the Main Dwelling on a Community Development Lot (not being the Golf Course Lot or the Resort Lot) must have substantially commenced within 36 months of the date the Original Proprietor ceases to be the registered proprietor of the Lot.			

(G) The common seal of the Community association deposited plan 270417 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

Dario Ferguson
Dario Ferguson
24 August 2005



DO NOT USE BOTH SIDES OF THIS FORM

FIRST SCHEDULE DIRECTIONS

SECOND SCHEDULE AND OTHER DIRECTIONS

[illegible]

Form: 21CSM
 Release: 24

AMENDMENT OF MANAGEMENT STATEMENT

New South Wales
 Section 39

Community Land Development Act 1989



AM848625A

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

(A) TORRENS TITLE

1/270417

(B) LODGED BY

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/826	CODE CS
--	--	-----------------------

(C) APPLICANT

Community <input checked="" type="checkbox"/> Association	Deposited Plan No. 270417
---	---------------------------

(D)

The applicant certifies that by a special ☒ resolution passed on 31 August 2017 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed	Added 6.6 & 29.6 as fully set out below
----------	--

(F) TEXT OF ADDED BY-LAW

(See Annexure Attached)

(G) The common seal of the Community association deposited plan 270417 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

[Signature]
 OLIVERA FERUSON

30/10/2017



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111

AM848625

ANNEXURE TO AMENDMENT TO COMMUNITY MANAGEMENT STATEMENT

6.6 Lawn Maintenance

That should a lot owner not maintain the grass and weed on their lot, whether the lot be vacant or otherwise, within 14 days of the date of a notice issued by the managing agent or caretaker, the community association has the right to engage an independent contractor to enter the lot and perform slashing and lawn-mowing works, and the cost associated is to be reimbursed to the community association by the lot owner, by the addition of that cost to the relevant lot account.

29.6 Electronic Service of Notices

1. A document or notice may be served by the Community Association, its secretary or any member of the executive committee on the owner of a lot by electronic means if the person has given the Community Association an email address for the service of notices and the document is sent to that address.
2. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender, provided that the sender does not receive an electronic notification of unsuccessful transmission (i.e. bounce back or undelivered message) within 24 hours.

The common seal of the **Community** association deposited plan **270417** was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: _____

Name of witness: OLIVERA FERGUSON

Date: 30/10/2017



Form: 21CSM
Release: 1
www.lpi.nsw.gov.au

**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales
Section 39

Community Land Development Act 1989



AD278995Q

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Folio of the Register for the Association Property Folio Identifier 1/270417				
(B) LODGED BY	<table border="1"><tr><td>Delivery Box <u>4624</u></td><td>Name, Address or DX and Telephone Universal Title Searchers GPO Box 3364 SYDNEY NSW 2001 Reference (optional): <u>2374222</u></td></tr></table>	Delivery Box <u>4624</u>	Name, Address or DX and Telephone Universal Title Searchers GPO Box 3364 SYDNEY NSW 2001 Reference (optional): <u>2374222</u>	<table border="1"><tr><td>CODE UNDR CM ON UA CS</td></tr></table>	CODE UNDR CM ON UA CS
Delivery Box <u>4624</u>	Name, Address or DX and Telephone Universal Title Searchers GPO Box 3364 SYDNEY NSW 2001 Reference (optional): <u>2374222</u>				
CODE UNDR CM ON UA CS					
(C) APPLICANT	<table border="1"><tr><td><u>Community</u> Association</td><td>Deposited Plan No. <u>270417</u></td></tr></table>		<u>Community</u> Association	Deposited Plan No. <u>270417</u>	
<u>Community</u> Association	Deposited Plan No. <u>270417</u>				
(D)	The applicant certifies that by a <u>unanimous</u> resolution passed on <u>25 June 2007</u> and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:				
(E) BY-LAWS	<table border="1"><tr><td>Repealed 34.2 (a) and 33.2 (b) (v)</td><td>Added 34.2 (a) and 33.5 as fully set out below</td></tr></table>		Repealed 34.2 (a) and 33.2 (b) (v)	Added 34.2 (a) and 33.5 as fully set out below	
Repealed 34.2 (a) and 33.2 (b) (v)	Added 34.2 (a) and 33.5 as fully set out below				
(F) TEXT OF ADDED BY-LAW	By-laws as set out in page 2 of attached Annexure "C"				

(G) The common seal of the Community association deposited plan 270417 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

David Ferguson
25 June 2007



**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT IN
CONNECTION WITH COMMUNITY MANAGEMENT STATEMENT
REGISTERED DEPOSITED PLAN 270417**

This annexure details amendments to the community management statement as follows:

1. *Replace by-law 34.2(a) with the following by-law:*

- (a) Notwithstanding the provisions of by-law 34.1(b), any Vehicle with a gross weight over 8 tonnes may not be brought onto, garaged, parked or otherwise allowed to remain on the Community Parcel. The provisions of this by-law do not apply to any Vehicle used in connection with delivering or taking delivery of, goods or waste material to or from the Community Parcel.

2. *Add a new by-law 33.5 as follows:*

33.5 Bees

Beehives may be kept on a Lot other than a Strata Lot provided no more than 2 beehives are kept on any one Lot.



PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 794569
Your Reference: 14604-#89385386#
Contact No.

Issue Date: 21 October 2021
Certificate No: 21/05851

Issued to: Infotrack
D X 578
SYDNEY

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND **Parish:** CLAREMONT

Location: 20 Halmstad Boulevard LUDDENHAM NSW 2745
Land Description: Lot 306 DP 270417

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

1(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.64 - Advertising and Signage.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017.
State Environmental Planning Policy (Primary Production and Rural Development) 2019.
State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Housing) 2021 applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

Draft State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017 applies to the land.

Draft State Environmental Planning Policy (Design and Place) applies to the land.

Draft State Environmental Planning Policy (Primary Production and Rural Development) 2019 applies to the land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.

Draft State Environmental Planning Policy (Infrastructure) 2007 applies to the land.

Draft State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies to the land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Draft State Environmental Planning Policy (State and Regional Development) 2011 applies to the land.

1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.

(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

Zone E4 Environmental Living (Penrith Local Environmental Plan 2010)

1 Objectives of zone

- To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.
- To ensure that residential development does not have an adverse effect on those values.
- To minimise conflict between land uses within the zone and land uses within adjoining zones.
- To ensure land uses are compatible with the available infrastructure, services and facilities and with the environmental capabilities of the land.
- To preserve and improve natural resources through appropriate land management practices.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Eco-tourist facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Home-based child care; Home businesses; Home industries; Information and education facilities; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Schools; Secondary dwellings; Tank-based aquaculture

4 Prohibited

Industries; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

PLANNING CERTIFICATE UNDER SECTION 10.7Environmental Planning and Assessment Act, 1979

Residential development and subdivision prohibited in certain rural, residential and environment protection zones

Under the terms of Clause 4.2A of Penrith Local Environmental Plan 2010 (PLEP 2010) on land within Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots, Zone RU5 Village, Zone R5 Large Lot Residential, Zone E3 Environmental Management or Zone E4 Environmental Living development consent must not be granted for the erection of a dwelling house on a lot resulting from the closure of part or all of a road, whether before or after the commencement of this Plan. This requirement does not apply to a lot created by the consolidation of a lot resulting from a road closure with an adjoining lot that did not result from a road closure.

Twin Creeks

Despite any other provision of Penrith Local Environmental Plan 2010 (PLEP 2010), under the terms of Clause 7.21 of PLEP 2010 development consent must not be granted for a dual occupancy or secondary dwelling on the subject lot.

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Note 9: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 10: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 11: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

2(g) whether the land is in a conservation area (however described):

(Information is provided in this section only if the land is in a conservation area (however described).)

2(h) whether an item of environmental heritage (however described) is situated on the land:

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

3 COMPLYING DEVELOPMENT

HOUSING CODE

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

LOW RISE HOUSING DIVERSITY CODE

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land if the land is within one of the abovementioned zones.

GREENFIELD HOUSING CODE

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may** be carried out on the land.

DEMOLITION CODE

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Complying development under the Demolition Code **may** be carried out on the land.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land.

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

4 COASTAL PROTECTION

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

5 MINE SUBSIDENCE

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 ROAD WIDENING AND ROAD REALIGNMENT

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) an environmental planning instrument, or
- (c) a resolution of council.

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

(b) Other Public Authority Policies

PLANNING CERTIFICATE UNDER SECTION 10.7**Environmental Planning and Assessment Act, 1979**

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (i.e. the 1% Annual Exceedance Probability flood level plus 0.5 metre). Development on the land or part of the land (if such development is permissible on the land) is not generally subject to flood related development controls. However, Council reserve the right to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has been identified as being above the Probable Maximum Flood level (not including land or part of the land below the overland flow flood planning levels).

Development on the land or part of the land (if such development is permissible on the land) is not subject to flood related development controls.

8 LAND RESERVED FOR ACQUISITION

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 CONTRIBUTIONS PLANS

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

9A BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

10 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

10A NATIVE VEGETATION CLEARING SET ASIDES

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

11 BUSH FIRE PRONE LAND

All of the land is identified as bush fire prone land according to Council records. Guidance as to restrictions that may be placed on the land as a result of the land being bush fire prone can be obtained by contacting Council. Such advice would be subject to further requirements of the NSW Rural Fire Services.

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that 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.)

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

18 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

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) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)
- (b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)
- (c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

PLANNING CERTIFICATE UNDER SECTION 10.7**Environmental Planning and Assessment Act, 1979**

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

20 LOOSE FILL ASBESTOS INSULATION

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the home Building Act 1989))

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware of any “affected building notice” and/or a “building product rectification order” in force for the land).

22 STATE ENVIRONMENTAL PLANNING POLICY – WESTERN SYDNEY AEROTROPOLIS 2020

The land may be subject to additional planning considerations under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020):

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	Yes
(b)	Affected by the Lighting Intensity and Wind Shear Map	Yes
(c)	Affected by the Obstacle Limitation Surface Map	Yes
(d)	Affected by the “public safety area” on the Public Safety Area Map	No
(e)	Within the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	Yes

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) and 10.7(5) should be applied for.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Contact Council for details as to obtaining the additional information.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Warwick Winn
General Manager

per



Please note:

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
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 (NSW)*)? If so, please provide details.
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 NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative 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 free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
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 any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and 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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. 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.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 (NSW)* 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;
 - (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 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, 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.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

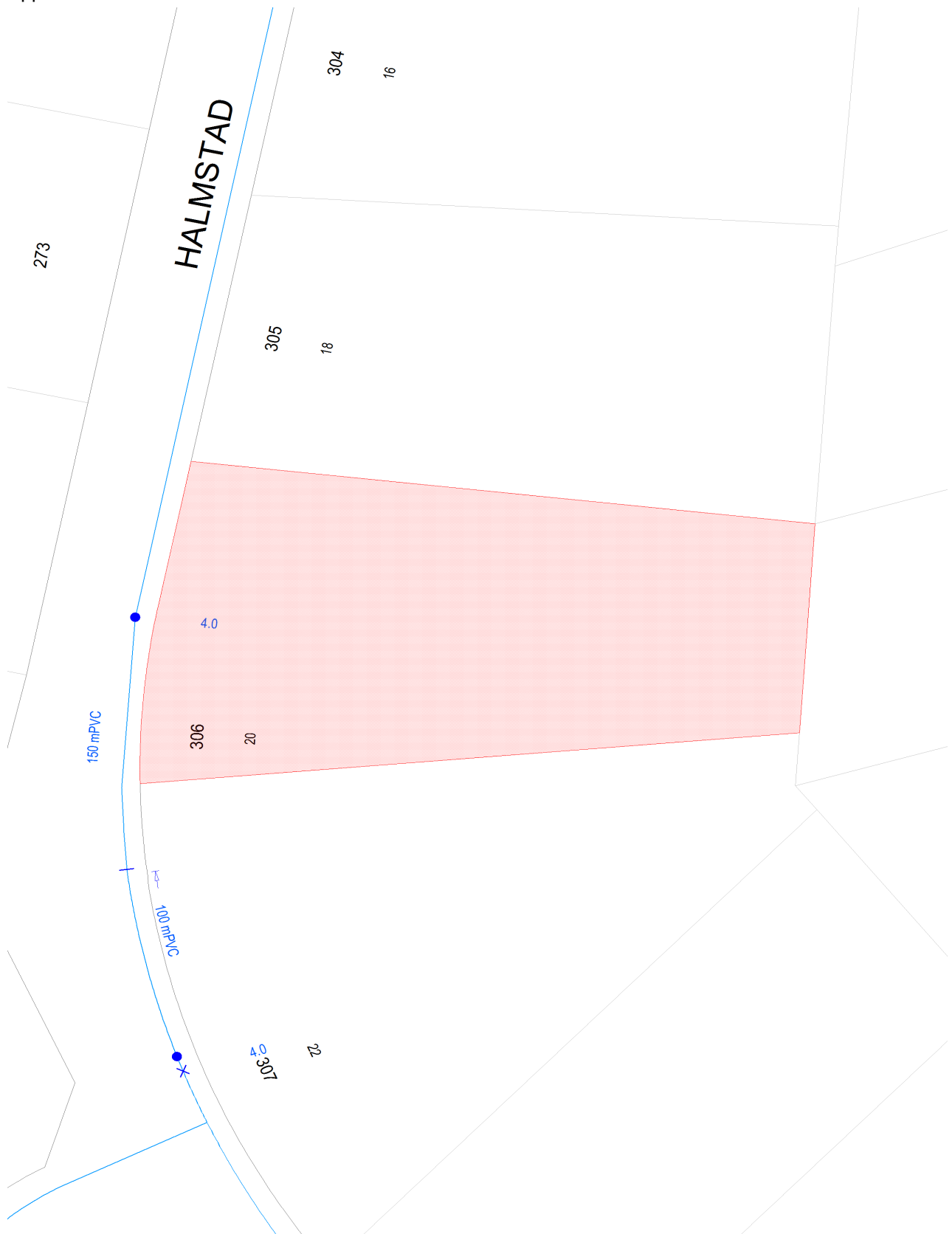
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. 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.
28. 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.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. 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 the completion date.

Service Location Print

Application Number: 8001150912



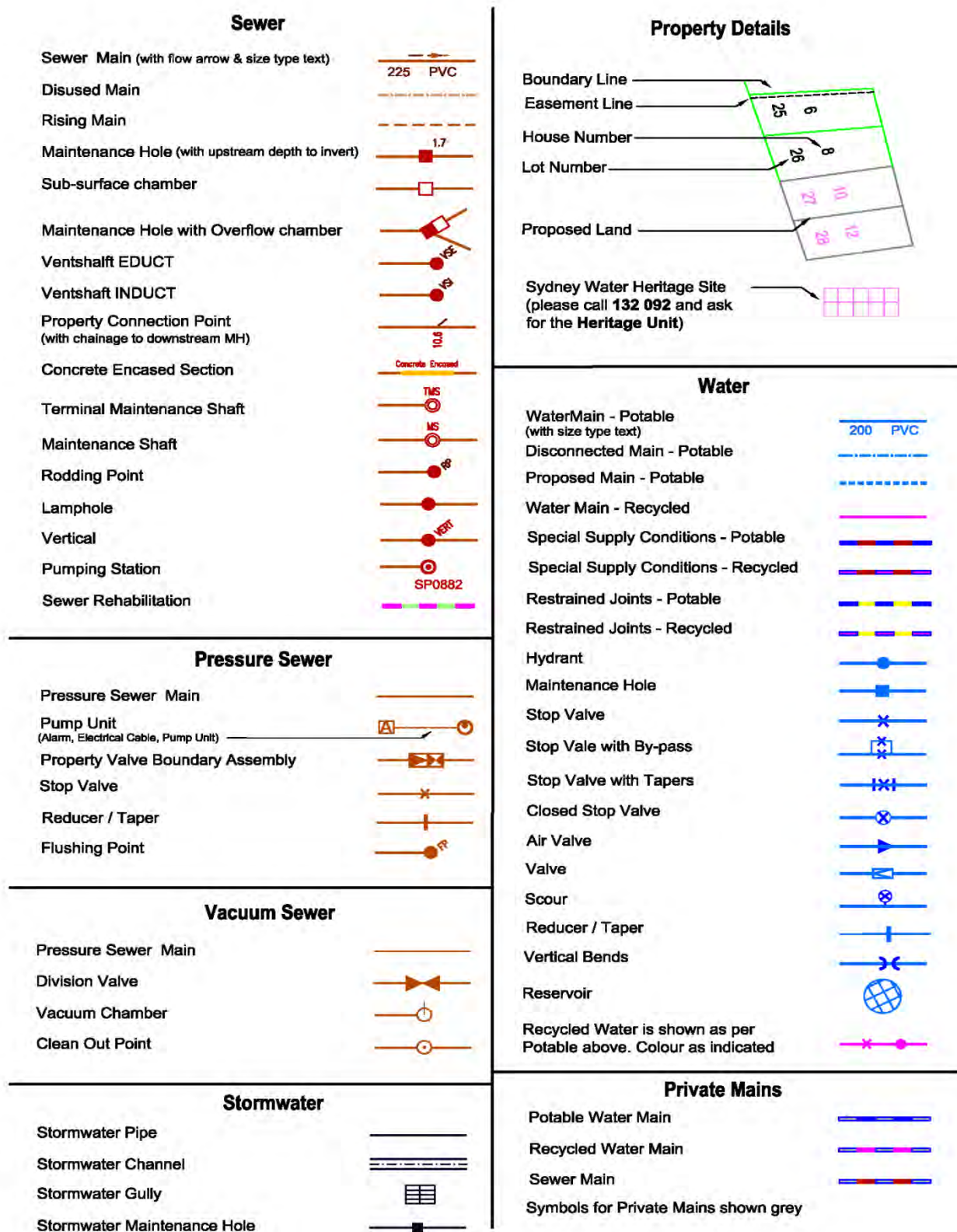
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Disclaimer

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**.

19 October 2021

Infotrack Pty Limited

Reference number: 8001150868

Property address: 20 Halmstad Bvd Luddenham NSW 2745

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely

A handwritten signature in black ink, appearing to read "Greg Staveley".

Greg Staveley
Manager Business Customers

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	0282ff91
Property Address:	20 HALMSTAD BOULEVARD LUDDENHAM
Date of Registration:	14 October 2021
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	Inground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	406d8ab4
Property Address:	20 HALMSTAD BOULEVARD LUDDENHAM
Date of Registration:	14 October 2021
Type of Pool:	A spa pool
Description of Pool:	Portable spa

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

P.O. Box 7124, Mount Annan, NSW 2567

Telephone (02) 4623 3800

or (02) 4623 3801

www.jmgsurvey.com.au



Ref: 200016.2

Date: 18th October 2021

Re: Sidarous

In accordance with your instructions we have surveyed the land edged red on the sketch adjoining, being Lot 306 in Deposited Plan 270417 and being the whole of the land comprised in Folio Identifier 306/270417. The subject land has a frontage to Halmstad Boulevarde at Luddenham in the Local Government Area of Penrith. The Title information dated 16th January 2020.

Upon and wholly within the boundaries of the subject land stands an existing residence known and identified as No. 20 Halmstad Boulevarde, Luddenham.

The survey is limited to determine the location of the garage, alfresco and pool at the rear of the property.

The distances shown from improvements to boundaries are for identification purposes only and are not to be used for boundary definition purposes.

A garage, alfresco and pool stand within the subject land as shown on the sketch adjoining.

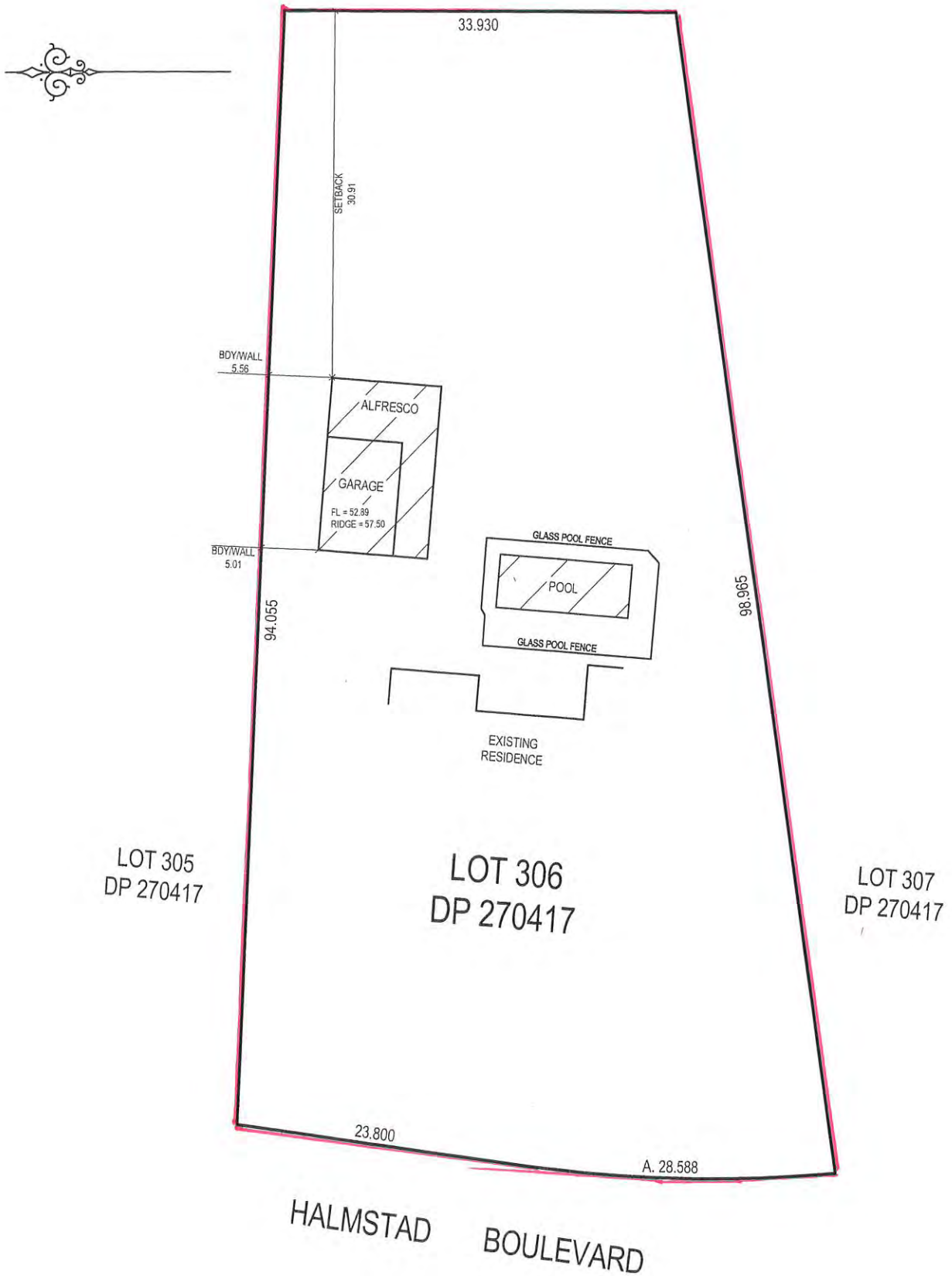
The subject land is burdened by Restrictions on the Use of Land created by Deposited Plans 610242 and 270417, the terms and conditions of which have not been investigated.

Levels were taken at time of survey as shown on sketch adjoining.

Full details in relation to the subject land are shown on the sketch adjoining, together with sufficient information for identification purposes. Any improvements to be erected on or near the boundaries will require further survey.

This report is provided for the above named applicant and its mortgagee and no other party may rely on same.

SKETCH



John McDonald Group

Per:

[Signature]
(Registered Surveyor)

Date:

I, MICHAEL W. BASILE, of John McDonald Group Surveyor, registered under the Surveying and Spatial Information Act, 2002, hereby declare that the survey represented in this plan was made in accordance with Section 10 of the Surveying and Spatial Information Regulation, 2017.