

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Skyline Real Estate 3/14 Frenchs Forest Road, Frenchs Forest, NSW 2086	Phone: 9452 3444 Fax: 02 9452 4555 Ref: Stuart Bath
co-agent		
vendor	John David Crawford 4 Seaview Parade, Belrose, NSW 2085	
vendor's solicitor	T. H. Walker PO Box 255, Forestville NSW 2087 or DX 21311 Forestville	Phone: 02 9453 3044 Email: tw@thwalker.com.au Fax: 02 9453 3141 Ref: TW:SM:200808
date for completion land (address, plan details and title reference)	42nd day after the contract date 4 Seaview Parade, Belrose, New South Wales 2085 Registered Plan: Lot 5 Plan DP 270371 Folio Identifier 5/270371	(clause 15)

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit car space storage space
 none other:

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input type="checkbox"/> other:		

exclusions

purchaser

purchaser's solicitor

price \$

deposit \$ (10% of the price, unless otherwise stated)

balance \$

contract date (if not stated, the date this contract was made)

buyer's agent

vendor	GST AMOUNT (optional) The price includes GST of: \$	witness
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30): _____

Electronic transaction (clause 30)

no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a *GSTRW payment* (GST residential withholding payment)

NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

SECTION 66W CERTIFICATE

I, _____ of _____, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **4 Seaview Parade, Belrose**, from **John David Crawford** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **John David Crawford** and am not employed in the legal practice of a solicitor acting for **John David Crawford** nor am I a member or employee of a firm of which a solicitor acting for **John David Crawford** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

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IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is NO COOLING OFF PERIOD:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

<p>APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a *service* for the *property* being a joint *service* or passing through another property, or any *service* for another property passing through the *property* ('*service*' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water *service*);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion; the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor, or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after service of the purchaser's part.
- 27.4 If consent is refused, either party can rescind.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can rescind *within 7 days* after receipt by or service upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can rescind; or
- 27.6.2 *within 30 days* after the application is made, either party can rescind.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can rescind; and
- 28.3.2 the vendor can rescind, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can rescind *within 7 days* after either party serves notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a party who has the benefit of the provision can rescind *within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can rescind *within 7 days* after either party serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

Conditions of sale by auction

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer; and
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.
- 2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:
 - (a) More than one vendor bid may be made to purchase interest of co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
3. The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:
 - (a) If that amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction; or
 - (b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

ADDITIONAL CONDITIONS

33. Claim for Compensation

Notwithstanding anything to the contrary herein contained the parties hereto expressly agree that any claim for compensation whether under clause 6 or otherwise shall be deemed to be reasonable grounds for the purpose of clause 8 entitling the vendor to rescind.

34. Release of Deposit

Further to clause 2.8, so much of the deposit as exceeds the amount of the agent's commission shall be released for the benefit of the Vendor at the date hereof upon the following terms and conditions:

34.1 The portion of the deposit released may only be used by the Vendor as a deposit on real estate to be purchased by the Vendor.

34.2 Until required the deposit or such part as is to be released shall be retained by the Vendor's agent who shall invest same in accordance with clause 2.9.

35. Completion

35.1 For the purpose of clause 15 the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued in order to make time the essence of this Contract.

35.2 If completion does not take place on or before the date specified by this contract otherwise than as a result of any default by the Vendor the Purchaser shall pay interest at the rate of 9% per centum per annum on the balance of the purchase price and any other moneys owing pursuant to this Contract from the due date for completion until the date completion actually takes place (but without prejudice to all and any other rights of the Vendor pursuant to this Contract) and it is an essential term of this Contract that such interest be paid on completion. The Purchaser hereby acknowledges that interest at the rate of 9% per centum per annum represents a genuine pre-estimate of the liquated damages likely to be suffered by the Vendor as a result of completion not taking place within the time specified by this Contract.

36. Requisitions on Title

The purchaser acknowledges that the only form of general requisitions on title that the purchaser is entitled to raise pursuant to clause 5 shall be in the form attached.

37. Death or Incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then the other party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of Clause 19 hereof shall apply.

38. **Deposit payment by instalments**

38.1 If a cooling off period applies to this contract, then the deposit will be paid as follows:

38.1.1 An amount equivalent to .25% of the price on the making of this contract; and

38.1.2 The balance of the 10% deposit, or on before 5:00 pm on the fifth business day after the day on which this contract was made by payment to the vendor's agent.

38.2 If the purchaser, with the agreement of the vendor, has paid an amount less than 10% of the price as a deposit on the date of this contract, or on the expiry of a cooling off period (if applicable), then the deposit, or the balance due for payment will be paid as follows:

38.2.1 An amount equivalent to 5% of the price on or before the making of this contract, or the expiry of the cooling off period; and

38.2.2 An amount equivalent to the balance of the 10% deposit, on the due date for completion.

SIGNED by Vendor

SIGNED by Purchaser

In the presence of:

In the presence of:

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: John David Crawford
Purchaser:
Property: 4 Seaview Parade, Belrose
Date:

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 Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (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 Property 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. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the 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 1993* (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 Information Certificate or 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 (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in Section 6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- 17.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
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 or 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/Benefits

- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 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. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. 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.

Off the plan contract

33. If the Contract is an off the plan contract:
 - (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

From..... Purchasers' Solicitor

To..... Vendors' Solicitor

Date.....

REQUISITIONS ON TITLE

(To be used in conjunction with "Town Land" Requisitions of which requisition number 26 should be deleted as it is replaced by requisition number 36 in these requisitions)

RE:..... Purchase from.....

Property:.....

(In these Requisitions, the terms "Vendors" and "Purchasers" should be read as expressing the appropriate number and gender including neuter gender and "the Act" means the Community Land Management Act 1989 and "Clause" and "Clauses" refer to a Clause or Clauses in the 2000 Edition of the Contract for Sale of Land).

	REQUISITIONS	RESPONSE
1.	Are the Vendors aware of any changes or proposed changes to:- (a) the by-laws of the community scheme? (b) the development contract? (c) the development statement? (d) the management statement?	
2.	In accordance with Section 47 of the Act and Clauses 23.10 and 23.11, notice of interest (in duplicate) is enclosed to be signed by the Vendors and handed over at settlement.	
3.	The Vendors should provide a certificate under Section 26(1)(b) of the Act at least 7 days before completion in accordance with Clause 23.13.	
4.	In accordance with Clause 23.18, the Vendors should give notice of any Neighbourhood Association meeting which is convened before completion.	
5.	Details should be given of the Managing Agent or Secretary of the Association. If a Managing Agent has been appointed, what powers, duties and authorities has he?	
6.	The Purchasers reserve their right to rescind the contract under Clause 23.9.3 if before completion there is any change in the community scheme or a higher community scheme which substantially disadvantages the Purchasers.	
7.	As far as the Vendors are aware, have all the provisions of the Management Statement been complied with? If not, please give details of any non-compliance.	
8.	Please provide details of insurances effected by the Association for the purpose of the community scheme. Insurances premiums should be paid up-to-date for the current year of insurance.	
9.	Is any future development within the community scheme intended? If so, please give full details. Will such future development, if proceeded with, affect the subject lot and the Purchasers' Rights and Liabilities as proprietors of the subject lot?	
10.	Is there a Service Agreement in respect of the community scheme? If so, please provide a copy.	
11.	Have the Vendors or the Association been served with an order under Section 124 of the Local Government Act 1993 by the local Council in respect of the subject lot? If so, such order must be complied with prior to completion.	
12.	Have any orders affecting the lot and/or Association property been made by an Adjudicator in the Consumer, Trader and Tenancy Tribunal? If so, please give details or provide a copy of any such orders.	
13.	The Vendors are asked to provide a copy of the Minutes of the last meeting of the Association.	
14.	On completion, the Vendors should be recorded on the Association Roll as Proprietors of the subject lot and comply with Clauses 16.3 and 17.1.	
15.	Where is the Association Roll held, for the purpose of inspection prior to completion in accordance with Clause 23.17? Alternatively, would the Vendors provide a copy of the relevant sheet indicating that they are in fact recorded as proprietors of the subject lot?	
16.	If the Transfer will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Please provide written evidence of its non-revocation.	
17.	(If GST is applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10.	
18.	Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 – 23.7 inclusive.	

	REQUISITIONS	RESPONSE
19.	Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	
20.	Where is the certificate of title to the Association property held, for the purpose of inspection under Clause 23.17?	
21.	Has any unanimous resolution been passed pursuant to Section 56 of the Act or are the Vendors aware of any proposal to pass such a resolution?	
22.	Is the "initial period" still in existence or has it expired?	
23.	Does the Association intend to purchase any additional property, to the Vendors' knowledge?	
24.	Are the Vendors aware of any intention of the Association to obtain any easement for the benefit of Association property or the subject lot?	
25.	Is the Association contemplating taking any proceedings against the developer in accordance with Section 57 of the Act?	
26.	The Vendors must comply with Clauses 15, 16.1, 16.8, 16.12 and 17.1.	
27.	Has the Association incurred, or is it intending to incur, any unusual expenses? If so, please give details. Clauses 23.5, 23.6 and 23.7 must be complied with.	
28.	Have the Vendors any current legal liability to pay money to the Association? If so, such liability should be discharged before completion or, if appropriate, adjusted on completion.	
29.	Have any by-laws been made under Section 54 of the Act? If so, please give details.	
30.	Has the Management Statement been amended under Section 14 of the Act? If so, please furnish a copy of any such amendment.	
31.	Has the Association complied with:- (a) relevant fire safety measures legislation? (b) relevant Occupational Health and Safety legislation?	
32.	Has the Association done any work in accordance with Section 58 of the Act in respect of which it has a current claim on the Vendors? If so, please give details. Such claim should be satisfied before completion.	
33.	Have the Vendors failed to observe the duties imposed on proprietors by section 61 of the Act? If so, in what respect(s) have they so failed? Is the Association taking any action in the matter?	
34.	Have the Vendors been served with any notice under Section 13A of the Act? (a) If so, please furnish a copy. (b) Any such outstanding notice should be fully complied with before completion.	
35.	Please furnish details of levies and any other moneys to be adjusted at settlement.	
36.	If the Property is sold "off-the-plan":- (a) The Vendors must provide the Purchasers on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) evidence that a final Fire Safety Certificate has been issued for the building (v) evidence that the health and safety of the occupants of the building has been certified by a Principal Certifying Authority. (b) Has the Vendors complied fully with the local Council's Conditions of Development Consent in respect of the Community Scheme Subdivision which created the Lot? If not, the Vendors should do so before completion or else provide the Purchasers with an Undertaking signed by the Vendors (or in the case of a Company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004? (d) The Vendor must comply with Clause 28 before completion.	
37.	The Purchasers reserve their contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in such clause arises before completion.	
38.	The Vendors must provide at settlement a direction in accordance with Clause 20.5.	

DISCLAIMER

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FOLIO: 5/270371

SEARCH DATE	TIME	EDITION NO	DATE
11/1/2021	5:20 PM	4	22/6/2007

LAND

LOT 5 IN COMMUNITY PLAN DP270371
AT BELROSE
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP270371

FIRST SCHEDULE

JOHN DAVID CRAWFORD (ND AD208860)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/270371
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 DP1035677 EASEMENT FOR DRAINAGE PURPOSES 6 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP270371 EASEMENT FOR MAINTENANCE AND ACCESS 0.6 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP270371 RIGHT OF CARRIAGEWAY 2 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1065703 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.6 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 95B(2) of the Real Property Act 1900.



FOLIO: 1/270371

SEARCH DATE	TIME	EDITION NO	DATE
11/1/2021	5:21 PM	1	21/1/2004

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270371
 AT BELROSE
 LOCAL GOVERNMENT AREA NORTHERN BEACHES
 PARISH OF MANLY COVE COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP270371

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270371
 ADDRESS FOR SERVICE OF DOCUMENTS:
 SEAVIEW RISE
 17 DAWES ROAD
 BELROSE 2085

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 3 DP270371 RIGHT OF ACCESS 15.24 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP270371 RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP270371 EASEMENT FOR DRAINAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP270371 EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP270371 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP270371 EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES 3.05 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP270371 EASEMENT FOR MAINTENANCE AND ACCESS 0.6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP270371 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 9 IN S.88B INSTRUMENT
- 11 DP270371 POSITIVE COVENANT REFERRED TO AND NUMBERED 10 IN S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270371

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

- 12 DP270371 RIGHT OF WAY VARIABLE WIDTH AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP270371 POSITIVE COVENANT REFERRED TO AND NUMBERED 12 IN
S.88B INSTRUMENT

NOTATIONS

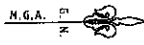
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

200808

PRINTED ON 11/1/2021

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NAME OF DEVELOPMENT, IF ANY "SEAVIEW RISE"	ADDRESS FOR SERVICE OF NOTICE 17 DAVES ROAD BELMORE 2085
--	--

LOCATION DIAGRAM ONLY

REDUCTION RATIO 1:800

DP270371

FOR REFERENCE TO ADDITIONAL SHEETS SEE SCHEDULE BELOW

Registered 21-OI-2004

THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW

APPROVAL No: 105 3 8

DATE: 17/12/2003

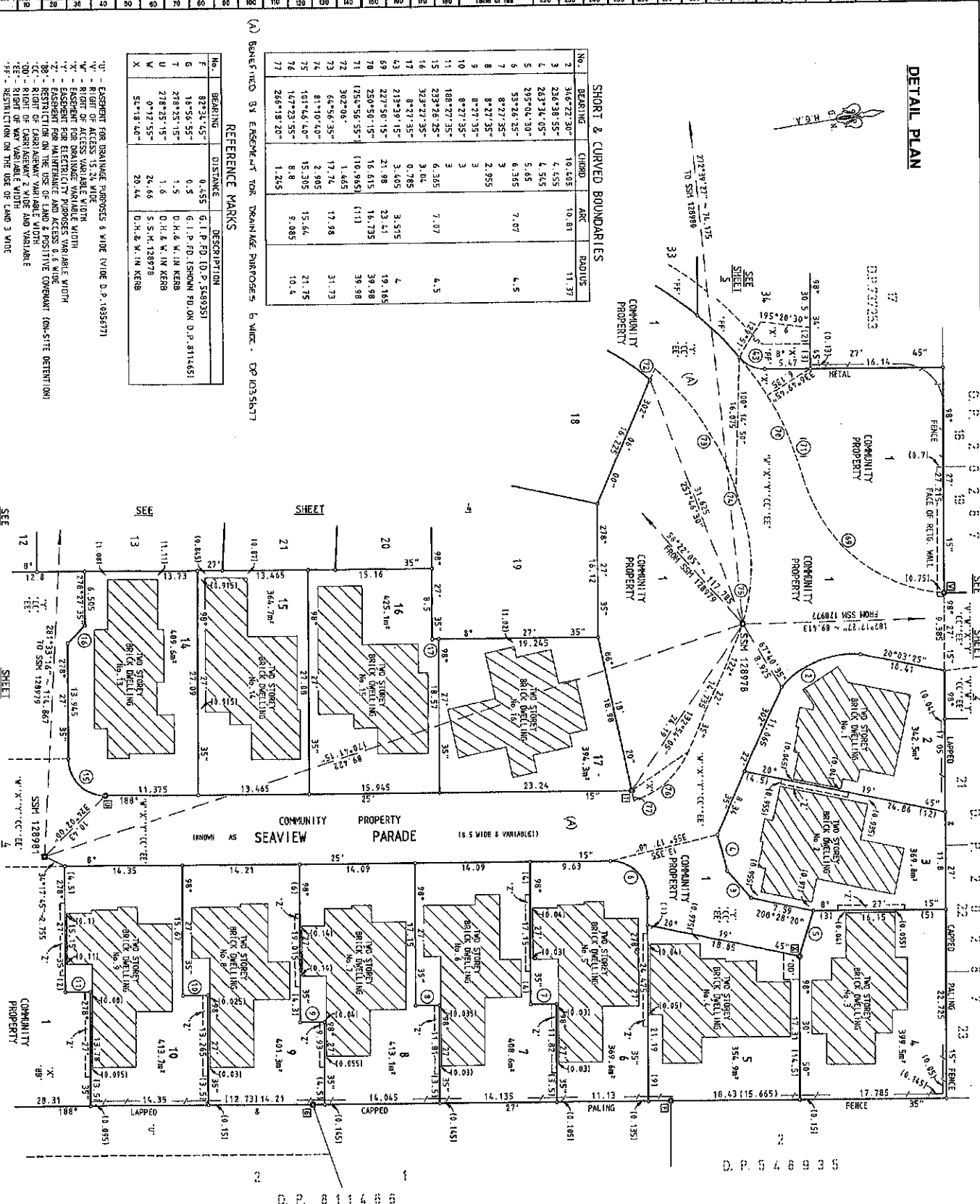
AUTHORISED PERSON/GENERAL MANAGER/REGISTERED SURVEYOR
 SURVEYOR SIGNATURE *[Signature]*

DATE: 5/12/03

SCHEDULE OF CHANGES TO THE SCHEME

LOT No	DETAILS	SHEET No

DETAIL PLAN



SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	346°22'30"	10.405	10.81	11.37
2	226°38'55"	4.555		
3	283°34'05"	4.565		
4	295°04'30"	5.65		
5	53°26'28"	6.365		
6	8°27'35"	3	7.07	4.5
7	8°27'35"	2.955		
8	8°27'35"	3		
9	8°27'35"	3		
10	8°27'35"	3		
11	188°27'35"	6.365	7.07	4.5
12	233°26'28"	3.04		
13	323°27'35"	3.04		
14	8°27'35"	0.785		
15	213°39'15"	3.465	3.515	4
16	227°50'15"	21.98	23.41	19.165
17	250°50'15"	16.615	16.735	39.98
18	125°56'55"	110.965	111	39.98
19	302°06'	1.465	17.88	31.73
20	64°56'35"	17.74		
21	81°10'40"	2.965	15.64	21.75
22	101°46'40"	15.305	8.8	10.4
23	167°23'55"	8.8	9.085	
24	268°18'20"	1.255		

REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
F	82°34'45"	0.455	G.I.P. FD. (D.P. 569935)
G	16°56'55"	0.5	G.I.P. FD. (KERR RD. D.P. 811451)
H	278°25'15"	1.5	D.H. & W. IN KERR
I	278°25'15"	1.6	D.H. & W. IN KERR
J	0°12'55"	24.66	S.S. (L. 128978)
K	52°18'40"	20.44	D.H. & W. IN KERR

- (A) BENEFITS OF EGRESS FOR DRAINAGE PURPOSES - 6 M. WIDE - DP 4035677
- U - EGRESS FOR DRAINAGE PURPOSES & WIDE (WIDE D.P. 1035677)
 - V - RIGHT OF ACCESS VARIABLE WIDTH
 - W - EGRESS FOR DRAINAGE PURPOSES & WIDE
 - X - EGRESS FOR ELECTRICAL PURPOSES VARIABLE WIDTH
 - Y - EGRESS FOR ELECTRICAL PURPOSES VARIABLE WIDTH
 - Z - RESTRICTION ON THE USE OF LAND & POSITIVE COVENANT FOR SITE DETENTION
 - AA - RIGHT OF WAY VARIABLE WIDTH
 - BB - RIGHT OF WAY VARIABLE WIDTH
 - CC - RESTRICTION ON THE USE OF LAND & POSITIVE COVENANT FOR SITE DETENTION
 - DD - RESTRICTION ON THE USE OF LAND & POSITIVE COVENANT FOR SITE DETENTION
 - EE - RESTRICTION ON THE USE OF LAND & POSITIVE COVENANT FOR SITE DETENTION
 - FF - RESTRICTION ON THE USE OF LAND & POSITIVE COVENANT FOR SITE DETENTION

DP270371

Registered 21.01.2004
 This is sheet 3 of 7 of plan in 7 sheets
 dated 23.04.2003

Carl Hoo
 Survey registered under General Act 1988

This is sheet 3 of 7 of plan in 7 sheets
 dated 23.04.2003

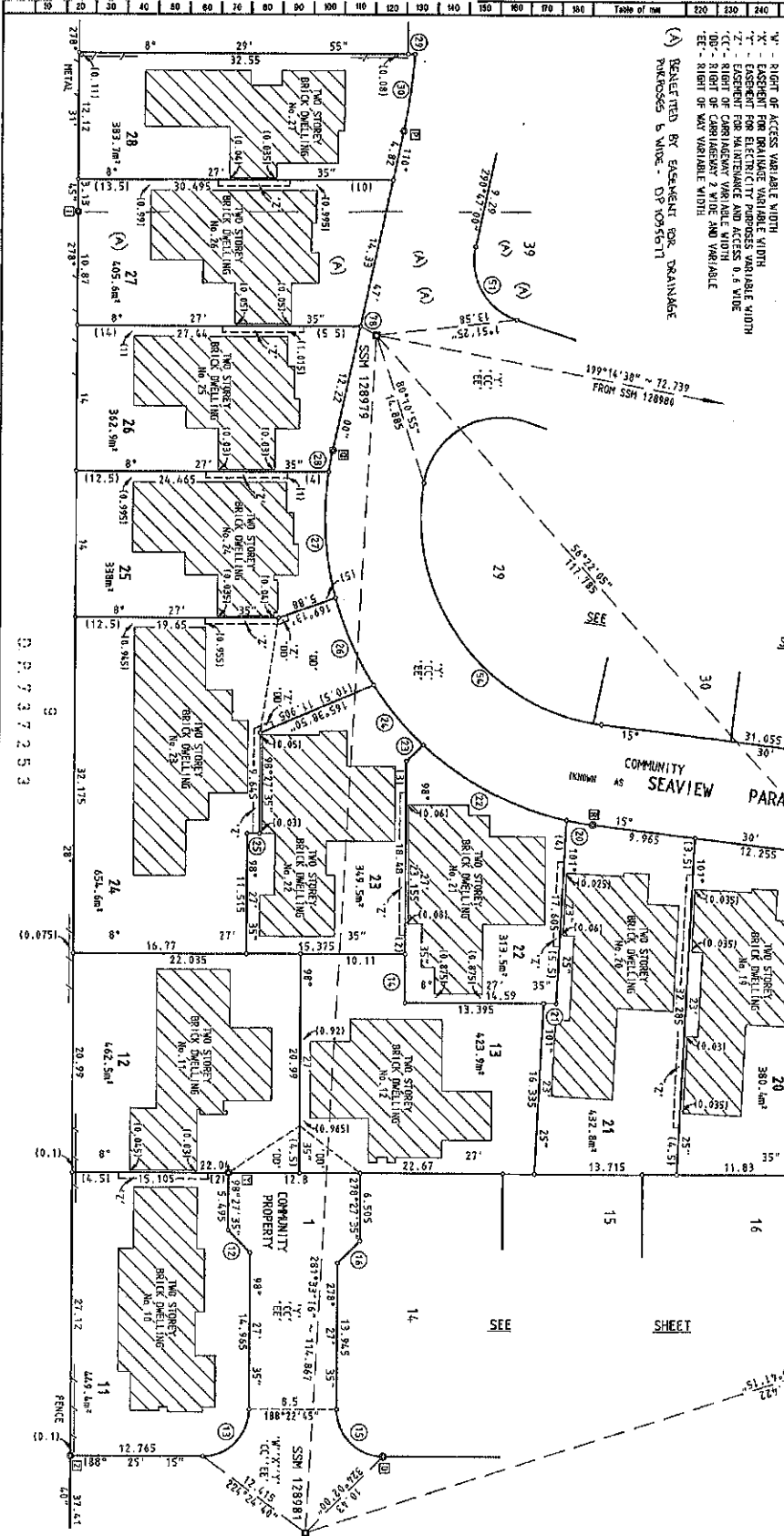
W. H. H. H.
 Authorised Person

Scale 1:300
 Surveyors reference 1703

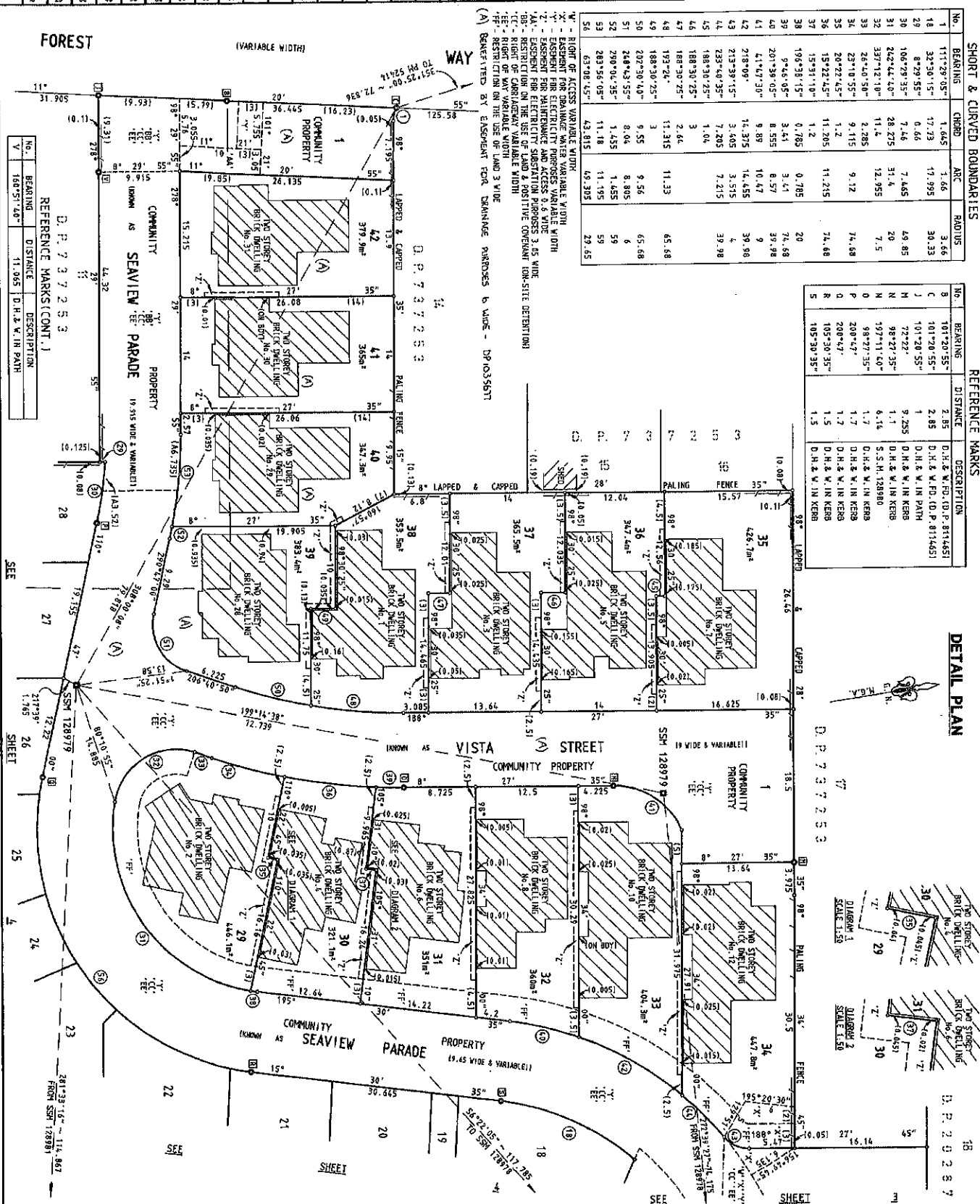
No.	BEARING	CHORD	ARC	RADIUS
12	S59°27'35"	3.04	7.005	4.5
13	S43°26'25"	6.36	7.005	4.5
14	S68°27'35"	4.615	7.07	4.5
15	S23°26'25"	6.36	7.07	4.5
16	S23°27'35"	3.04	7.005	4.5
18	S23°30'15"	17.73	17.995	30.33
19	S15°30'35"	3.24	2.58	29.65
20	S18°00'05"	2.58	2.58	29.65
21	S88°27'35"	1.195	15.775	29.65
22	S5°24'10"	15.59	15.775	29.65
23	S4°36'45"	2.27	7.515	29.65
24	S8°14'20"	7.495	7.515	29.65
25	S88°27'35"	1.2	9.17	29.65
26	S74°21'35"	9.13	12.17	29.65
27	S94°58'35"	12.085	12.17	29.65
28	S108°44'55"	2.095	2.095	29.65
29	S72°29'55"	0.66	7.465	49.85
30	S106°29'55"	7.46	7.465	49.85
31	S213°29'15"	3.405	3.515	6
32	S218°43'55"	8.04	8.805	6
34	S61°37'	28.825	32.19	20
35	S37°10'40"	29.825	30.26	20
37	S02°56'35"	1.465	32.19	20
38	S4°56'35"	17.74	17.98	31.73

No.	BEARING	DISTANCE	DESCRIPTION
1	S9°53'05"	0.5	G.L.P. 59 (SHEPSON F.O. ON D.P. 817465)
P	S00°47'	1.2	D.H. & W.I.N. KERB
D	S00°47'	1.2	D.H. & W.I.N. KERB
R	S05°30'35"	1.5	D.H. & W.I.N. KERB
S	S05°30'35"	1.5	D.H. & W.I.N. KERB
Y	S24°01'40"	8.765	D.H. & W.I.N. KERB
Z	S20°09'25"	23.95	S.S.M. 128981

No.	BEARING	DISTANCE
78	S17°39'00"	1.765



DP270371
 Registered: DP 270371 - DP 2004
 The 8th and 9th of 17 sheets
 dated 21st OCTOBER 2003
 Authorised Person: *ALH R. L. T.*
 Form 2
 Scale: 1:300
 CAD REF: 1703COH3



REFERENCE MARKS (CONT.)

No.	Bearing	Distance	Description
V	160°51'48"	11.065	D.H. & W. IN PATH

D.P. 7 3 7 2 5 3
 SEE SHEET 26
 SEE SHEET 27
 SEE SHEET 28
 SEE SHEET 29
 SEE SHEET 30
 SEE SHEET 31
 SEE SHEET 32
 SEE SHEET 33
 SEE SHEET 34
 SEE SHEET 35
 SEE SHEET 36

SHORT & CURVED BOUNDARIES

No.	Bearing	CHORD	ARC	RADIUS
1	113°29'05"	1.645	1.66	3.66
18	32°30'15"	17.73	17.995	30.33
19	8°29'55"	0.66	0.66	0.66
20	106°29'35"	7.46	7.465	49.85
30	106°29'35"	28.275	28.275	28
31	262°44'48"	11.6	12.955	7.5
32	337°12'10"	11.6	12.955	7.5
33	26°40'50"	2.285	9.12	74.58
34	29°10'55"	9.115	9.12	74.58
35	20°22'45"	11.205	11.215	74.68
36	15°31'10"	1.2	0.785	28
37	15°31'10"	1.2	0.785	28
38	196°38'15"	0.785	0.785	0.785
39	9°46'05"	3.41	3.41	3.41
40	201°38'05"	8.555	8.57	39.98
41	51°47'30"	9.89	10.47	9
42	218°09"	15.375	14.455	39.98
43	213°39'15"	3.465	3.515	4
44	233°40'35"	7.205	7.215	39.98
45	188°30'25"	1.04	1.04	1.04
46	188°30'25"	3	3	3
47	188°30'25"	2.64	2.64	2.64
48	193°26"	11.315	11.33	65.68
49	188°30'25"	9.55	9.56	65.68
50	202°30'40"	8.04	8.005	6
51	240°43'55"	1.455	1.455	59
52	290°04'35"	11.18	11.195	59
53	283°56'05"	1.18	1.195	29.65
54	63°08'45"	49.315	49.395	29.65

REFERENCE MARKS

No.	Bearing	Distance	Description
B	101°20'55"	2.85	D.H. & W. FD. (D.P. 8114451)
C	101°20'55"	2.85	D.H. & W. FD. (D.P. 8114451)
J	101°20'55"	1	D.H. & W. IN PATH
K	77°22'55"	9.255	D.H. & W. IN KERB
L	77°22'55"	1.1	D.H. & W. IN KERB
M	98°27'35"	6.14	S.S.H. 128980
N	197°11'40"	1.7	D.H. & W. IN KERB
O	98°27'35"	1.7	D.H. & W. IN KERB
P	208°47"	1.7	D.H. & W. IN KERB
Q	208°47"	1.7	D.H. & W. IN KERB
R	105°30'35"	1.5	D.H. & W. IN KERB
S	105°30'35"	1.5	D.H. & W. IN KERB

DETAIL PLAN

Diagrams 1 and 2 showing detailed views of lot boundaries and building footprints.

SEE SHEET 26
 SEE SHEET 27
 SEE SHEET 28
 SEE SHEET 29
 SEE SHEET 30
 SEE SHEET 31
 SEE SHEET 32
 SEE SHEET 33
 SEE SHEET 34
 SEE SHEET 35
 SEE SHEET 36

SEE SHEET 26
 SEE SHEET 27
 SEE SHEET 28
 SEE SHEET 29
 SEE SHEET 30
 SEE SHEET 31
 SEE SHEET 32
 SEE SHEET 33
 SEE SHEET 34
 SEE SHEET 35
 SEE SHEET 36

DP270371

Registered 21.01.2004

This is plan 5 of the site of 7 acres covered by Subdivision Certificate No. 70538 dated 23rd OCTOBER 2003

Survey completed under Statutory Act 2003

John H. H. H.

Authorised Person/Manager/Inspector/Overseer

For each station shown is marked in any point on Plan Form 3

SHORT & CURVED BOUNDARIES

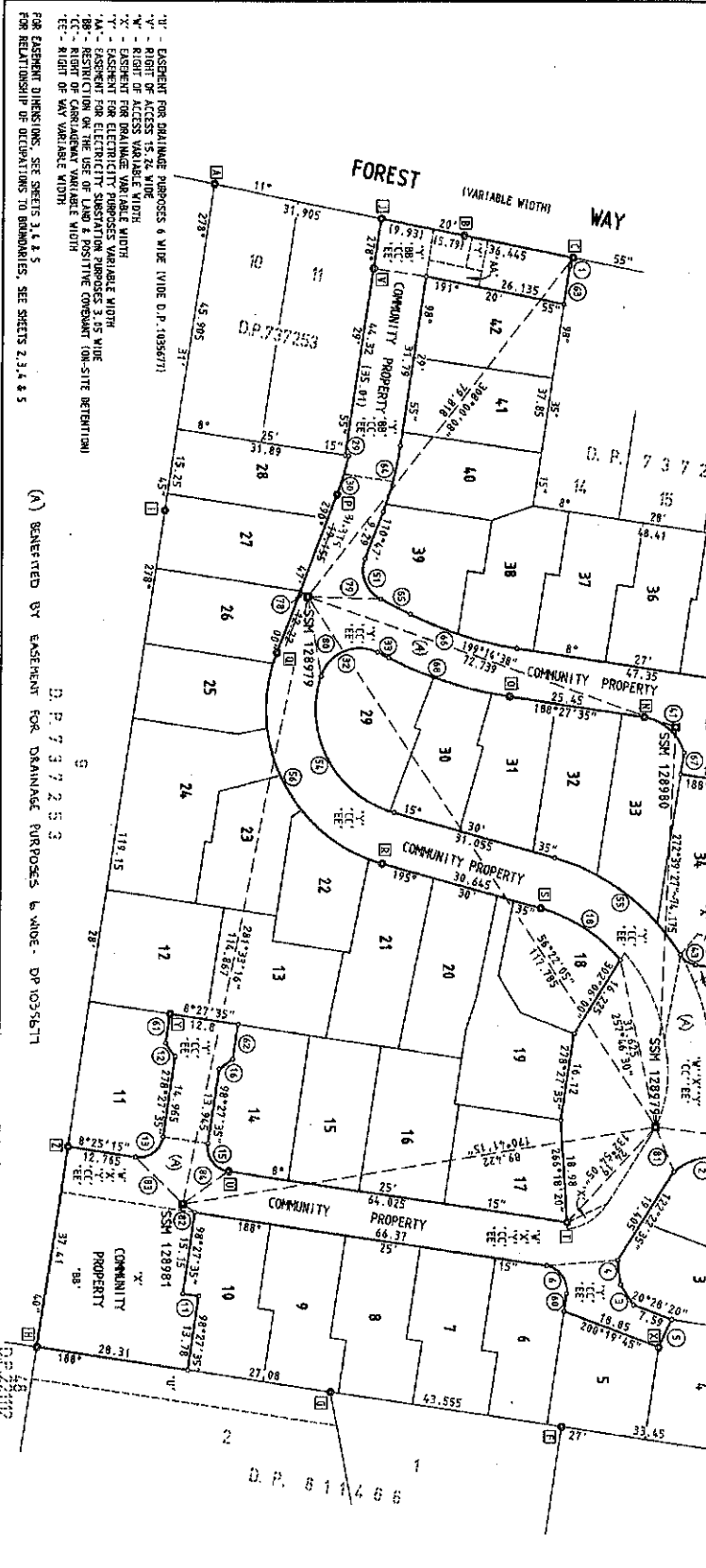
No.	BEARING	CURVED	ARC	RADIUS
1	111°27'05"	1.045	1.66	3.66
2	166°22'30"	10.405	10.81	11.37
3	56°38'55"	4.545		
4	83°34'05"	4.545		
5	115°04'30"	5.65		
6	233°26'25"	6.355		
7	8°27'35"	7.47		
8	233°27'35"	3.04		
9	323°26'25"	6.36		
10	53°26'25"	6.365		
11	143°27'15"	3.04		
12	213°26'15"	17.72		
13	182°29'10"	17.23		
14	157°12'10"	7.46		
15	268°29'55"	7.46		
16	206°46'50"	2.285		
17	221°42'30"	9.89		
18	33°39'15"	3.405		
19	68°43'55"	8.04		
20	61°31'	28.825		
21	37°10'40"	29.525		
22	243°08'45"	43.815		
23	278°27'15"	5.855		
24	278°27'35"	5.255		
25	98°22'15"	7.185		
26	88°28'15"	7.185		
27	104°38'25"	6.225		
28	17°34'10"	20.89		
29	197°34'10"	23.65		
30		23.75		
31		74.68		

REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	328°04'55"	0.78	C.B. PD. (D.P. 737253)
B	101°20'55"	2.85	D.H. & W. IN KERB (D.P. 811465)
C	101°20'55"	2.85	D.H. & W. IN KERB (D.P. 811465)
D	188°29'35"	0.455	G.I. PD. (D.P. 202871)
E	82°34'45"	0.455	G.I. PD. (D.P. 548951)
F	16°56'55"	0.5	G.I. PD. (D.P. 181466)
G	115°21'28"	0.5	G.I. PD. (D.P. 811465)
H	59°29'05"	0.5	G.I. PD. (D.P. 811465)
I	101°21'	1	D.H. & W. IN KERB
J	188°29'10"	1.38	S.S.M. 128977
K	257°50'30"	2.7	D.H. & W. IN KERB
L	188°29'10"	9.285	D.H. & W. IN KERB
M	98°21'35"	1.1	D.H. & W. IN KERB
N	197°11'40"	6.16	S.S.M. 128980
O	200°47'	1.7	D.H. & W. IN KERB
P	105°30'35"	1.5	D.H. & W. IN KERB
Q	105°30'35"	1.5	D.H. & W. IN KERB
R	278°25'15"	1.5	D.H. & W. IN KERB
S	278°25'15"	1.5	D.H. & W. IN KERB
T	278°25'15"	1.6	D.H. & W. IN KERB
U	164°51'40"	11.085	D.H. & W. IN KERB
V	0°12'55"	24.66	S.S.M. 128978
W	56°18'40"	20.44	D.H. & W. IN KERB
X	248°01'10"	8.725	D.H. & W. IN KERB
Y	208°09'25"	23.95	S.S.M. 128981
Z			

CONNECTIONS

No.	BEARING	DISTANCE
78	217°39'	1.765
79	1°51'25"	13.58
80	80°10'55"	14.885
81	67°40'35"	8.925
82	34°17'45"	2.755
83	222°24'40"	12.415
84	324°02'	10.43



FOR EASEMENT FOR DRAINAGE PURPOSES 6 M/20' WIDE (VIDE D.P. 10356771)
 'V' - RIGHT OF ACCESS VARIABLE WIDTH
 'W' - RIGHT OF ACCESS VARIABLE WIDTH
 'X' - EASEMENT FOR DRAINAGE PURPOSES VARIABLE WIDTH
 'Y' - EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH
 'Z' - EASEMENT FOR GAS SUPPLY PURPOSES VARIABLE WIDTH
 'A' - RESTRICTION OF THE USE OF LAND FOR THE PURPOSES OF THE EASEMENT (ON-SITE DETENTION)
 'B' - RESTRICTION OF THE USE OF LAND FOR THE PURPOSES OF THE EASEMENT (ON-SITE DETENTION)
 'C' - RIGHT OF CARAVANAGE VARIABLE WIDTH
 'D' - RIGHT OF WAY VARIABLE WIDTH

(A) BENEFITED BY EASEMENT FOR DRAINAGE PURPOSES 6 M/20' WIDE. D.P. 10356771

Registered DP270371 21-01-2004

Registered on 21st October 2003

Authorised Person/General Manager/Executive Officer
 Mr. [Signature]

For any other queries, please contact the Registrar-General at 171-12-0003

Scale: 1:500

CAD REF: 1703COM4

WARNING: REBASING OR FOLDING WILL LEAD TO REJECTION

INITIAL SCHEDULE

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	229	
2	234	
3	245	
4	240	
5	245	
6	245	
7	245	
8	245	
9	234	
10	245	
11	245	
12	234	
13	240	
14	234	
15	240	
16	245	
17	234	
18	245	
19	229	
20	232	
21	230	
22	234	
23	234	
24	239	
25	242	
26	245	
27	265	
28	270	
29	270	
30	270	
31	270	
32	271	
33	273	
34	245	
35	245	
36	245	
37	245	
38	245	
39	234	
40	234	
41	229	
42	229	
TOTAL	10000	

DP270371

Registered 21 Oct 2004

This is sheet 7 of 7 sheets
 dated 23rd October 2003

Carl H. H. H.
 Surveyor Registered from Sydney NSW 2009

This is sheet 7 of 7 sheets of 7
 sheets of 7 sheets of 7
 sheets of 7 sheets of 7

W. S. R. S.
 Surveyor Registered from Sydney NSW 2009

For use where there is a difference in any part of this Plan

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED. THE SCHEDULE IS SUBJECT TO THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 7A, 7B, 7C, ETC., AS THE CIRCUMSTANCES REQUIRE.

I, MARJORIE SMITH, OF MURKIN BAYES (NSW), PTY. LIMITED, SUITE 205, LEVEL 2, 30 CORNER STREET, PARAMATTA, 2150 BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT, 1975 CERTIFY THAT THE UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED ON VALUATIONS MADE BY ME ON 10th OCTOBER 2003.
 Signed *Marjorie Smith*
 Date *08.10.03*

Plan Drawing only to appear in this space

Surveyors reference 1703

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 1 of 13 sheets)

DP270371

Plan of Subdivision of Lot 20 in DP20287 and
 Lots 12 and 13 in DP737253 covered by
 Subdivision Certificate No. 10532

**Full name and address
 of the owner of the land:**

Mirvac Homes (NSW) Pty Limited,
 ACN 006 922 998
 Suite 205, Level 2
 30 Cowper Street
 Parramatta NSW 2150

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Right of Access 15.24 Wide	1	Lot 21 DP 20287
2.	Right of Access Variable Width	1	Lot 9 DP 737253
3.	Easement for Drainage Variable Width	1 1 34	Lot 19 DP 20287 Lot 17 DP 737253 Lot 17 DP 737253
4.	Easement for Electricity Purposes Variable Width	1	EnergyAustralia
5.	Right of Carriageway Variable Width	1	EnergyAustralia
6.	Easement for Electricity Substation Purposes 3.05 Wide	1	EnergyAustralia
7.	Easement for Maintenance and Access 0.6 Wide	1 3 3 6 7 8 9	10 2 4 5 6 7 8

Approved by Warringah Council


 Authorised Officer





SYDNEY 316450 V4:17/10/2003
 Seawiew Rise, Belrose

(Sheet 2 of 13 sheets)

P

DP270371

Plan of Subdivision of Lot 20 in DP20287 and
 Lots 12 and 13 in DP737253 covered by
 Subdivision Certificate No. 10538

**Full name and address
 of the owner of the land:**

Mirvac Homes (NSW) Pty Limited,
 ACN 006 922 998
 Suite 205, Level 2
 30 Cowper Street
 Parramatta NSW 2150


Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		10 11 21 22 23 24 24 25 26 27 27 29 30 31 32 33 36 37 38 39 40 41 42	9 12 20 21 22 23 25 26 27 28 30 31 32 33 34 35 36 37 38 38 40 41
8.	Right of Carriageway 2 Wide and Variable	24 5 12 13	23 4 11, 13, 14 11, 12, 14
9.	Restriction on the Use of Land	1	Warringah Shire Council
10.	Positive Covenant	1	Warringah Shire Council
11.	Right of Way Variable Width	1	Warringah Shire Council

Approved by Warringah Council


 Authorised Officer





 SYDNEY 316450 V4:17/10/2003
 Seaview Rise, Belrose

(Sheet 3 of 13 sheets)

Pl.

DP270371

Plan of Subdivision of Lot 20 in DP20287 and
Lots 12 and 13 in DP737253 covered by
Subdivision Certificate No. 10538

**Full name and address
of the owner of the land:**

Mirvac Homes (NSW) Pty Limited,
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
12.	Positive Covenant	1	Warringah Shire Council
13.	Restriction on the Use of Land 3 Wide	Lots 29 to 34 (inclusive)	1

Part 2 (Terms)

1. Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.

A Right of Access in the terms set out in Part 14 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created in respect of that part of the lot burdened and marked "V" on the Plan.

2. Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan.


A Right of Access in the terms set out in Part 14 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created in respect of that part of the lot burdened and marked "W" on the Plan.

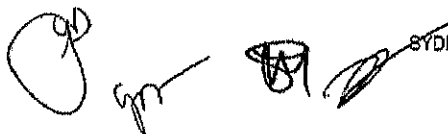
3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan.

3.1 Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the lot benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through that part of the lot burdened marked "X" on the Plan TOGETHER WITH the right to use, for the purposes of the easement, any gutter and/or line of pipes already laid within the easement site for the purpose of drainage of water or any gutter, pipe or pipes provided by the lot burdened in replacement or in substitution thereof.

3.2 The owner of lot burdened must maintain (and, when necessary, repair or replace) any gutter, pipe or pipes that are used for the purposes of this easement.

Approved by Warringah Council


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Authorised Officer



SYDNEY 316450 V4:17/10/2003
Seaview Rise, Belrose

(Sheet 4 of 13 sheets)

Pl:

DP270371

Plan of Subdivision of Lot 20 in DP20287 and
Lots 12 and 13 in DP737253 covered by
Subdivision Certificate No. 10538

**Full name and address
of the owner of the land:**

Mirvac Homes (NSW) Pty Limited,
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

4. Terms of easement, profit á prendre, restriction, or positive covenant numbered 4 in the plan.

- 4.1 Full right, leave, liberty and licence for EnergyAustralia, its agents, servants and workmen to lay down, erect, construct and place, repair, renew, inspect, maintain and remove underground electric mains, cables and other apparatus for the transmission of electric current and for purposes incidental thereto under that part of the lot burdened marked "Y" (herein referred to as the "said land") AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining under the said land and the said electric mains when constructed.
- 4.2 TOGETHER WITH power for EnergyAustralia, its servants, agents and workmen, either with or without vehicles of all descriptions, to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.
- 4.3 AND TOGETHER WITH full right, leave, liberty and licence to cut and trim tree roots, branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
- 4.4 PROVIDED THAT except where EnergyAustralia, its agents, servants and workmen, in the course of exercising its rights hereunder, removes, damages, breaks down or destroys any existing fence or fences on the said land EnergyAustralia shall not be under any obligation or in any way be bound to erect, place or maintain any fence or fences on the boundaries or any other part of parts of the said land.
- 4.5 AND the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said cables and other apparatus or interfere with the free flow of electric current under the said land AND that if any such damage or injury be done or interference be made the said registered proprietor will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
- 4.6 AND EnergyAustralia hereby covenants with the registered proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the registered proprietor of the lot burdened or to any persons or persons in consequence of any breach or non-observance of this covenant.

Approved by Warringah Council


.....
Authorised Officer









SYDNEY 316450 V4:17/10/2003
Seaview Rise, Belrose

(Sheet 5 of 13 sheets)

PI **DP270371**

Plan of Subdivision of Lot 20 in DP20287 and
Lots 12 and 13 in DP737253 covered by
Subdivision Certificate No. 10538

**Full name and address
of the owner of the land:**

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30 Cowper Street
Parramatta NSW 2150

- 4.7 AND FURTHER the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent, erect or permit to be erected any structure on, above or below the said land.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan

EnergyAustralia.

5. **Terms of easement, profit á prendre, restriction, or positive covenant numbered 5 in the plan.**

Right of Carriageway within the meaning of Part 1 of Schedule 4A of the Conveyancing Act 1919 (as amended) in respect of that part of the lot burdened marked "CC" TOGETHER WITH the right to park vehicles on the subject Right of Carriageway.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan

EnergyAustralia.


6. **Terms of easement, profit á prendre, restriction, or positive covenant numbered 6 in the plan.**

- 6.1 Full right, leave, liberty and licence over that part of the lot burdened marked "AA" (hereinafter referred to as the "said land") for EnergyAustralia, its agents, servants and workmen to:

- (a) erect, construct and place, repair, inspect, maintain and remove electricity substation premises; and
- (b) lay down, erect, construct and place, repair, renew, inspect, maintain and remove underground/overhead electric mains, cables and other apparatus for the transmission of electric current and for purposes incidental thereto through, under or over the said land; and also
- (c) the free and uninterrupted passage of electricity and apparatus thereto appertaining through, under and over the said land and the said electricity substation and electric mains when constructed.

Debra Maffioni

Approved by Warringah Council


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Authorised Officer





SYDNEY 316450 V4:17/10/2003
Seaview Rise, Belrose

(Sheet 6 of 13 sheets)

DP270371

Plan of Subdivision of Lot 20 in DP20287 and
Lots 12 and 13 in DP737253 covered by
Subdivision Certificate No. 10538

**Full name and address
of the owner of the land:**

Mirvac Homes (NSW) Pty Limited,
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

- 6.2 TOGETHER WITH power for EnergyAustralia, its servants, agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.
- 6.3 AND TOGETHER WITH full right, leave, liberty and licence to cut and trim tree roots, branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
- 6.4 PROVIDED THAT except where EnergyAustralia in the course of exercising its rights hereunder, removes, damages, breaks down or destroys any existing fence or fences on the said land EnergyAustralia shall not be under any obligation or in any way be bound to erect, place or maintain any fence or fences on the boundaries or any other part of parts of the said land.
- 6.5 AND the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through, under and over the said land AND that if any such damage or injury be done or interference be made the said registered proprietor will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
- 6.6 AND EnergyAustralia hereby covenants with the registered proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the registered proprietor of the lot burdened or to any persons or persons in consequence of any breach or non-observance of this covenant.
- 6.7 AND FURTHER the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent, erect or permit to be erected any structure on, above or below the said land.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan

EnergyAustralia.

Diana M. Williams

Approved by Warringah Council

[Signature]
.....
Authorised Officer

[Signature]

[Signature]

SYDNEY 316450 V4:17/10/2003
Seaview Rise, Belrose

(Sheet 7 of 13 sheets)

F **DP270371**

Plan of Subdivision of Lot 20 in DP20287 and
Lots 12 and 13 in DP737253 covered by
Subdivision Certificate No. 10538

**Full name and address
of the owner of the land:**

Mirvac Homes (NSW) Pty Limited,
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

7. Terms of easement, profit á prendre, restriction, or positive covenant numbered 7 in the plan.

7.1 Subject to clause 7.2, the Owner of the lot benefited may:

- (a) with prior reasonable notice given to the owner or the occupier of the lot burdened, use, the easement site (marked "Z" on the Plan) for the purpose of carrying out necessary work on, or any structure on, the lot benefited which cannot otherwise reasonably be carried out from the lot benefited; and
- (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and
 - taking anything on to the lot burdened.

7.2 The powers under this easement for maintenance are limited to the extent necessary to permit the owner of the lot benefited to maintain the exposed areas of the building on the lot benefited.

7.3 In exercising those powers, the owner of the lot benefited must:

- (a) ensure that all work is done properly and carried out as quickly as practicable; and
- (b) causes as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

8. Terms of easement, profit á prendre, restriction, or positive covenant numbered 8 in the plan.

A Right of Carriageway in the terms set out in Part 1 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created in respect of that part of the lot burdened marked "DD".

Approved by Warringah Council


.....
Authorised Officer







SYDNEY 316450 V4:17/10/2003
Seaview Rise, Belrose

(Sheet 8 of 13 sheets)

PI

DP270371

Plan of Subdivision of Lot 20 in DP20287 and
Lots 12 and 13 in DP737253 covered by
Subdivision Certificate No. 10538

**Full name and address
of the owner of the land:**

Mirvac Homes (NSW) Pty Limited,
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

9. Terms of easement, profit á prendre, restriction, or positive covenant numbered 9 in the plan.

9.1 The registered proprietor of the lot burdened covenants with the Warringah Shire Council ("Council") in respect of the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) within the areas marked "BB" on the Plan (hereinafter called "the system").

9.2 The registered proprietor of the lot burdened covenants with the Council that it will not:

- (a) do any act, matter or thing which would prevent the structure and works from operating in an efficient manner; or
- (b) make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of Council.

9.3 This covenant shall bind all persons who claim under the registered proprietor of the lot burdened as stipulated in Section 88E(5) of the Act.

For the purposes of this covenant:

Structure and works shall mean the on-site stormwater detention system constructed on the lot burdened as set out in the Plan and marked with the letter "BB" including gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan

Warringah Shire Council.

10. Terms of easement, profit á prendre, restriction, or positive covenant numbered 10 in the plan.

10.1 The owner of the lot burdened covenants with Warringah Shire Council ("Council") that it must:

- (a) keep all structures and works clean and free from silt, rubbish and debris; and

Approved by Warringah Council


Authorised Officer







SYDNEY 316450 V4:17/10/2003
Seaview Rise, Belrose

(Sheet 9 of 13 sheets)

Pl:

DP270371

Plan of Subdivision of Lot 20 in DP20287 and
Lots 12 and 13 in DP737253 covered by
Subdivision Certificate No. 10538

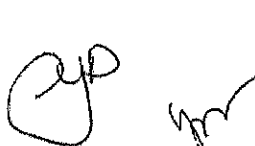
**Full name and address
of the owner of the land:**

Mirvac Homes (NSW) Pty Limited,
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

- (b) regularly maintain and repair, at the sole expense of the owner of the lot burdened the whole of the structure and works so that it functions in a safe and efficient manner.
- 10.2 For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than 2 days' notice (but at any time without notice in the case of an emergency) enter the lot burdened and view the condition and the state of construction, maintenance or repair of the structure and works.
- 10.3 By written notice the Council may require the owner of the lot burdened to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent Section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.
- 10.4 Pursuant to Section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- (a) in the event that the owner of the lot burdened fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 10.4 hereof;
- (b) the Council may recover from the owner of the lot burdened in a Court of competent jurisdiction:
- (1) any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council for the use of machinery, tools and equipment in conjunction with the said work;
- (2) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificates required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

Approved by Warringah Council


.....
Authorised Officer





SYDNEY 316450 V4:17/10/2003
Seaview Rise, Belrose

(Sheet 10 of 13 sheets)

PI

DP270371

Plan of Subdivision of Lot 20 in DP20287 and
Lots 12 and 13 in DP737253 covered by
Subdivision Certificate No. 10538

**Full name and address
of the owner of the land:**

Mirvac Homes (NSW) Pty Limited,
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

10.5 This covenant shall bind all persons who claim under the Registered Proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and works shall mean the on-site stormwater detention system constructed on the lot burdened as set out in the Plan and marked with the letter "BB" including gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan

Warringah Shire Council.

11. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 11 in the plan.**

11.1 Full and free right for Warringah Shire Council and every person authorised by it and its contractors to go, pass and re-pass at all times for the purpose of collection of Waste with or without vehicles or both over the land indicated herein as the lot burdened.

11.2 Warringah Shire Council and every person authorised by it and its contractors will not be responsible for any damage to any concrete, pavement, pipe, vegetation, or structure within the land the subject of this easement.

11.3 Warringah Shire Council will not be responsible for liability or damages arising out of any death or injury to persons caused by its contractors in the exercise of their rights pursuant to this easement except where such liability and damage is caused by or contributed to, the extent of the contribution only, by the negligence of Warringah Shire Council or its contractors.

11.4 In this easement, "**Waste**" shall include garbage, recyclables, general clean up, vegetation clean up and any other domestic waste material.

11.5 Should any part of this easement be declared void and unenforceable by any Court of competent jurisdiction this shall not affect the operation and validity of such other parts of this easement or this instrument generally.

Approved by Warringah Council


.....
Authorised Officer







SYDNEY 316450 V4:17/10/2003
Seaview Rise, Belrose

(Sheet 11 of 13 sheets)

F **DP270371**

Plan of Subdivision of Lot 20 in DP20287 and
Lots 12 and 13 in DP737253 covered by
Subdivision Certificate No. 10532

**Full name and address
of the owner of the land:**

Mirvac Homes (NSW) Pty Limited,
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

12. Terms of easement, profit á prendre, restriction, or positive covenant numbered 12 in the plan.

12.1 The land and any structure within the land the subject of this covenant shall be maintained at all times in a safe and serviceable condition for use or the purposes referred to in the easement numbered 11 in this plan by Warringah Shire Council and any person authorised by its and its contractors.

12.2 The persons against whom this covenant can be enforced, release and indemnify Warringah Shire Council and any person authorised by it and its contractors who have the right to go, pass and re-pass pursuant to the easement created and numbered 11 in this plan, against any liability or damages to any concrete, pavement, pipe, vegetation or structure within or upon the land the subject of this covenant in the exercise of the rights pursuant to the easement numbered 11 in the plan.

12.3 The persons against whom this covenant can be enforced, release and indemnify Warringah Shire Council against any liability or damages arising out of any death or injury to any person caused by its contractors in the exercise of its rights pursuant to easement numbered 11 in the plan, except to the extent of any liability or damages caused or contributed to, the extent of the contribution only, by the negligence of Warringah Shire Council or its contractors.

13. Terms of easement, profit á prendre, restriction, or positive covenant numbered 13 in the plan.

13.1 For the purpose of this restriction on the use of land:

"Community Association" means the owner of the lot benefited;

"Community Plan" means the plan registered with this easement instrument; and


"Relevant Area" means the area marked "FF" on the Community Plan.



13.2 The owner of the lot burdened must not, without the consent of the Community Association:

(a) remove or otherwise interfere with the plants in the Relevant Area that exist as at the date of registration of the Community Plan; or

(b) plant any further plants, shrubs or trees in the Relevant Area.

Approved by Warringah Council


.....
Authorised Officer

 SYDNEY 316450 V4:17/10/2003
Seaview Rise, Belrose

(Sheet 12 of 13 sheets)

F **DP270371**

Plan of Subdivision of Lot 20 in DP20287 and
Lots 12 and 13 in DP737253 covered by
Subdivision Certificate No. 10538

Full name and address
of the owner of the land:

Mirvac Homes (NSW) Pty Limited,
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

13.3 The owner of the lot burdened must not:

- (a) change the surface levels of the Relevant Area that exist as at the date of registration of the Community Plan;
- (b) do anything else that has (or may have) the effect of changing the subsurface flows within the Relevant Area (into the grates and pipes system operating as at the date of registration of the Community Plan); or
- (c) excavate within the Relevant Area.

13.4 The owner of the lot burdened must allow the Community Association to irrigate the Relevant Area.

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 13 in the plan

The Community Association.

The common seal of
Mirvac Homes (NSW) Pty Limited
is affixed by:



Robert Lynch
.....
Signature

ROBERT LYNCH
.....
Full Name

DIRECTOR
.....
Position Held

SC Myers
.....
Signature
SC Myers

.....
Full Name
Company Secretary

.....
Position Held

Approved by Warringah Council

[Signature]
.....
Authorised Officer

[Handwritten initials] *[Handwritten initials]* *[Handwritten initials]*
SYDNEY 316450 V4:17/10/2003
Seaview Rise, Belrose

(Sheet 13 of 13 sheets)

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Plan of Subdivision of Lot 20 in DP20287 and
Lots 12 and 13 in DP737253 covered by
Subdivision Certificate No. 10538

**Full name and address
of the owner of the land:**

Mirvac Homes (NSW) Pty Limited,
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

Signed for and on behalf of
EnergyAustralia by)
its duly constituted Attorney pursuant)
to Power of Attorney Registered Book)
4368 No. 61 in the presence of:)

Lisa Maffina
Signature of Attorney

LISA ANNE MAFFINA
Full Name of Attorney

Karen Bostock
Signature of Witness

Karen Bostock
Full Name of Witness

Signature of Witness

Full Name of Witness

Executed by mortgagee

EXECUTED by TOWER Trust
(NSW) Limited by its duly
constituted Attorney
Vivienne Drake
and *Yolanda Mathis*
under Power of Attorney No 84)
Book No: 4385
Dated: 22/4/03

REGISTERED 21.01.2004

Approved by Warringah Council
[Signature]
Authorised Officer

[Signature]
SYDNEY 316450 V4:17/10/2003
Seaview Rise, Belrose
[Signature]

DP270371

"Seaview Rise"

Community Management Statement

COUDERT BROTHERS
Solicitors and International Attorneys
Level 8, Gateway
1 Macquarie Place
Telephone: (61-2) 9930-7500
Facsimile: (61-2) 9930-7600
Our Ref: 0590635.0005

**TERMS OF INSTRUMENT
IN LAND TITLES OFFICE**


REGISTERED  21-01-2004

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SYDNEY 288459 V8:10/12/2003
(Seaview Rise)

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Management Act

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Development Act

Community Management Statement

WARNING

- A. The terms of this Management Statement are binding on:
- (a) the Community Association;
 - (b) each Subsidiary Body; and
 - (c) each person who is an Owner, lessee, Occupier or mortgagee in possession of a Lot.
- B. An Owner or Occupier of a Subsidiary Scheme is bound by the terms of:
- (a) this Management Statement;
 - (b) the Neighbourhood Management Statement if the Subsidiary Scheme is a Neighbourhood Scheme; and
 - (c) the by-law instrument of the Strata Scheme if the Subsidiary Scheme is a Strata Scheme.

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Definitions

A. Statutory Definitions

A word has the meaning given to it by a definition in the Community Titles Legislation if:

- (a) it is defined in the Community Titles Legislation; and
- (b) used but not defined in this Management Statement.

B. Further Definitions

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

"Access Way Plan" the diagram showing the access ways registered with the Community Plan;

"Accredited Certifier" the meaning given to the term "accredited certifier" in section 4 of the Environmental Planning and Assessment Act 1979;

"Annual General Meeting" an annual general meeting of the Community Association other than the first annual general meeting;

"Architectural Standards" the architectural and landscape standards that form Schedule 1 to this Management Statement, as amended under this Management Statement;

"Association Property" the Community Property and the Subsidiary Body Property of the Community Scheme;

"CATV" central antenna television;

"Community Association" the community association constituted on registration of the Community Plan;

"Community Development Lot" a lot that is not:

- (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" includes the following which are constructed or are to be constructed on Community Property:

- (a) Swimming Pool;
- (b) Pavilion;
- (c) Landscaped Area; and
- (d) Detention System;

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- "Community Parcel" the land the subject of the Community Scheme;
- "Community Plan" the community plan registered with this Management Statement;
- "Community Property" lot 1 in the Community Plan and includes the Community Facilities;
- "Community Scheme" the community scheme constituted on registration of the Community Plan;
- "Community Titles Legislation" the Development Act and the Management Act;
- "Concept Plan" the plan of Community Property registered with these by-laws;
- "Council" Warringah Council;
- "Detention System" the on-site stormwater detention tank and detention basin which are or are to be constructed on the Community Parcel (including the nutrient pond) and shown on the Concept Plan;
- "Developer" Mirvac Homes (NSW) Pty Limited ACN 006 922 998;
- "Development Act" the Community Land Development Act 1989;
- "Development Activities" any work which the Developer and all persons authorised by the Developer must do to complete any development on the Community Parcel including:
- (a) any form of demolition work, building work and work ancillary to or associated with building work on the Community Parcel;
 - (b) the installation of Services;
 - (c) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
 - (d) carrying out development in stages;
 - (e) construction of the Community Facilities;
 - (f) any form of work which the Developer, in its absolute discretion, considers is necessary or desirable;
 - (g) the subdivision of land forming part of the Community Parcel by any means, including strata subdivision; and
 - (h) the exercise of any right or discretion given to the Developer under this Management Statement;
- "Development Consent" development consent number 2000/4493DA Council dated 10 August 2001, as amended from time to time or any development consent in substitution either in whole or in part of the subject matter of that development consent;

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"Executive Committee" the executive committee of the Community Association as constituted or elected under this Management Statement and the Management Act;

"General Meeting" an annual general meeting or a special general meeting of the Community Association;

"Government Agency" a governmental or semi-government, administrative, fiscal or judicial department or entity, a statutory authority or the Council;

"Initial Period" the meaning given to the term "initial period" in section 3 of the Management Act;

"Landscaped Areas" the gardens and landscaped areas (including the Entry Feature and all external lighting equipment provided by the Community Association) which are or are to be constructed in lot 1 in the Community Plan;

"Law" includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority;

"Lot" a Community Development Lot or a Lot in a Subsidiary Scheme (not including Subsidiary Body Property, public reserves or drainage reserves);

"Management Act" the Community Land Management Act 1989;

"Management Statement" this community management statement;

"Managing Agent" an agent appointed under section 50 of the Management Act;

"Occupier" any person in lawful occupation of a Lot;

"Open Access Ways" the open access ways which are or are to be constructed on Lot 1 in the Community Plan and shown on the Access Way Plan;

"Original Proprietor" the Owner or Owners of a Community Development Lot or Community Development Lots as at registration of the Community Plan;

"Owner" a person for the time being recorded in the register as entitled to an interest in fee simple in a Lot;

"Pavilion" the pavilion and barbecue area which are or are to be constructed on lot 1 in the Community Plan and shown on the Concept Plan;

"Permitted Person" a person on the Community Parcel with the express or implied consent of an Owner or Occupier, the Community Association or a Subsidiary Body;

"Retaining Wall" the retaining wall on Community Property that adjoins Lots 29 to 34 (inclusive) in the Community Plan;

"Rules" the rules made under this Management Statement;

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"Service":

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means, including transmission from the Satellite Dish;
- (d) security systems; and
- (e) any other facility, supply or transmission;

"Service Line" a pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided the location of which is illustrated in the Services Plan;

"Services Plan" the diagram showing the private services and statutory services registered with the Community Plan;

"Service Provider" is a statutory or Government Agency that provides a Service;

"Subsidiary Body" the meaning given to the term "subsidiary body" in the Management Act;

"Subsidiary Body Property" the meaning given to the terms "neighbourhood property" and "common property" in the Management Act;

"Subsidiary Plan" a plan for a Subsidiary Scheme;

"Subsidiary Scheme" the meaning given to the term "subsidiary scheme" in the Management Act;

"Swimming Pool" the swimming pool (including spa and pumphouse) which is or is to be constructed on lot 1 in the Community Plan and shown on the Concept Plan;

"Vehicle" includes a boat, trailer, caravan, car or any other towable item; and

"Works":

- (a) a change to any building;
- (b) a change to any landscaping; or
- (c) the construction of a new building(s)

within the Community Parcel but excludes:

- (d) Development Activities; and
- (e) internal refurbishment to a building within a Lot.

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Interpretation

A. Construction

In this Management Statement a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) other parts of speech and grammatical forms of a defined word or phrase have a corresponding meaning;
- (d) a month or monthly means calendar month or calendar monthly;
- (e) a quarter means calendar quarter;
- (f) a person includes:
 - (1) a corporation, partnership, joint venture and government body;
 - (2) the legal representatives, successors and assigns of that person; and
 - (3) where the context permits, the employees, agents, contractors and invitees of that person;
- (g) a document includes a reference to that document as amended or replaced;
- (h) a thing includes a part of that thing and includes a right;
- (i) a by-law, attachment or annexure, means a by-law, schedule of, or an attachment or annexure to this Management Statement;
- (j) a Law includes all Law amending, consolidating or replacing them;
- (k) a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;
- (l) a provision of this Management Statement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Management Statement or a particular provision;
- (m) an asset includes all property of any nature including a business, a right, a revenue and a benefit;
- (n) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (o) the president of a body or authority means, in the absence of a president the senior officer of the body or authority or any other person fulfilling the duties of the president;

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- (p) "\$", "A\$", "Australian dollars" or "dollars" is a reference to the lawful tender of the Commonwealth of Australia; and
- (q) "including" and similar expressions are not words of limitation.

B. Parties bound jointly and individually

A covenant, representation, warranty or an agreement between more than 1 person binds them jointly and severally;

C. Headings

- (a) Headings and bolding are for guidance only and do not affect the construction of this Management Statement.
- (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.

D. Severability

- (a) If the whole or any part of a provision of a by-law is void, unenforceable or illegal:
 - (1) it is severed; and
 - (2) the remainder of these by-laws have full force and effect.
- (b) This clause has no effect if the severance alters the basic nature of this Management Statement or is contrary to public policy.

E. Community Association Approval

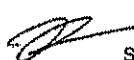
- (a) A person must make an application for approval of the Community Association or the Executive Committee under this Management Statement in writing.
- (b) Subject to an express provision in this Management Statement, the Community Association and the Executive Committee may in their absolute discretion:
 - (1) give approval conditionally or unconditionally; or
 - (2) withhold their approval.
- (c) Subject to an express provision in this Management Statement or any provision of the Community Titles Legislation, consents by the Community Association under this Management Statement may be given by:
 - (1) the Community Association at a general meeting; or
 - (2) the Executive Committee at an Executive Committee meeting.

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F. Community Association Exercise of Rights

- (a) The Community Association may exercise a right, power or remedy:
 - (1) at its discretion: and
 - (2) separately or concurrently with another right, power or remedy.
- (b) A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy.
- (c) Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise later.



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Part 1 By-Laws Fixing Details of Development

Amendments to by-laws

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).

By Law 1. Architectural Standards

Standards

- 1.1 The Community Association may prescribe and amend Architectural Standards for the Community Parcel.
- 1.2 A Subsidiary Body may prescribe Architectural Standards for a Subsidiary Scheme.
- 1.3 If a Subsidiary Body prescribes Architectural Standards under this by-law:
 - (a) the Subsidiary Body must promptly serve on the Community Association a copy of any Architectural Standards prescribed; and
 - (b) thereafter the Community Association is responsible for those Architectural Standards.
- 1.4 If Architectural Standards are prescribed under this by-law, then the parties bound by this Management Statement are bound by those Architectural Standards.

Conflict

- 1.5 If there is a conflict between the Architectural Standards as prescribed by a Subsidiary Body and the Architectural Standards as prescribed by the Community Association, the Architectural Standards of the Community Association prevail.

Application to amend

- 1.6 An Owner may request the Community Association to amend the Architectural Standards for that Lot.
- 1.7 A Subsidiary Body may request the Community Association to amend the Architectural Standards for the Lot the subject of that Subsidiary Scheme.
- 1.8 An application must contain sufficient detail of the proposed amendments to enable the Community Association or the Subsidiary Body or both of them to understand with reasonable certainty the nature and extent of the proposed amendments.

Decision of Community Association

- 1.9 The Community Association must refer an application to amend the Architectural Standards to a General Meeting for the decision by that General Meeting.
- 1.10 The Community Association may in order to determine an application, request additional information, reports or documents.

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- 1.11 By unanimous resolution, the Community Association may amend the Architectural Standards.
- 1.12 The Community Association must register an amendment to Schedule 1 of this Management Statement after the Architectural Standards are amended in accordance with this by-law 1.

By Law 2. Building Works and Alterations

Approvals

- 2.1 A person must not carry out Works on any Lot, Community Property or Subsidiary Body Property unless that person first obtains the written consent of the Executive Committee.
- 2.2 In addition to the approval of the Executive Committee under by-law 2.1, a person must obtain the consent of:
 - (a) the relevant Subsidiary Body; and
 - (b) if required, an Accredited Certifier, the Council or other Government Agency.

Plans and Specifications

- 2.3 Any party seeking approval for the carrying out of any Works must submit plans and specifications for the approval of the Executive Committee.
- 2.4 The Executive Committee may retain the services of an independent consultant with special skills and expertise in:
 - (a) architecture;
 - (b) landscaping; or
 - (c) any other relevant discipline

to advise and assist the Executive Committee in performing its powers under this by-law.

Decision of Executive Committee

- 2.5 The Executive Committee must not approve an application to carry out Works, if the proposed Works:
 - (a) are not consistent with the essence or theme of the Community Scheme; or
 - (b) do not comply with the Architectural Standards.
- 2.6 To assist the Executive Committee with its decision on any plans and specifications, the Executive Committee may request a person to submit:
 - (a) additional plans and specifications;
 - (b) additional information, reports or documents;

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- (c) details of changes to be made to the plans and specifications if a Government Agency or the Council or both require those changes; and
 - (d) any other relevant information, facts or material.
- 2.7 If the Executive Committee does not make a decision within 3 months after receiving all information required to make a decision, then it has not approved the Works.
- 2.8 If the Executive Committee approves Works, then that approval does not prevent the Executive Committee from disapproving or approving with conditions future Works of the same or similar nature.

Expert Determination

- 2.9 A party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under by-law 2.10.
- 2.10 In the event a person disputes that the Executive Committee has properly applied the Architectural Standards in making a determination under this by-law, then upon application by that person or the Executive Committee the matter can be referred to an expert determinator as appointed by the President of the Australian Institute of Architects.
- 2.11 A decision of the expert determinator appointed under by-law 2.10, is a decision of the Executive Committee and binds all parties.

Conditions of Approval and Bond

- 2.12 The Executive Committee may require an applicant to deposit a bond of a kind and upon conditions acceptable to the Executive Committee to be held on account of any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works.
- 2.13 Subject to by-law 2.14 any bond lodged under this by-law must be returned to the applicant within 90 days after:
- (a) notification by the applicant of completion of the Works; and
 - (b) request for return of the bond.
- 2.14 If the Executive Committee calls on the bond, the Executive Committee must return the proceeds of the bond to the applicant after the Executive Committee deducts a reasonable amount for any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works.

Works

- 2.15 Prior to the carrying out of any Works, a party must obtain the necessary approvals in accordance with this by-law.
- 2.16 During the carrying out of any Works, a party must:
- (a) ensure no damage to Service Lines or Services within the Community Scheme;

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- (b) ensure that the Works are carried out in a proper and workmanlike manner;
 - (c) ensure the Works are carried out to the satisfaction of the appropriate Subsidiary Body, the Community Association and, if appropriate, the Council or other Government Agency;
 - (d) repair any damage caused to Community Property or Subsidiary Body Property or both as a result of the Works; and
 - (e) carry out the Works promptly.
- 2.17 No Works will be permitted to be constructed or remain unless approval has been obtained under this by-law and the provisions of this by-law 2 have been satisfied.

Developer's Rights

- 2.18 Nothing in this by-law:
- (a) affects the rights of the Developer under by-law 5 to carry out Development Activities; or
 - (b) imposes an obligation on the Developer to obtain consent under by-law 2.1 for the purposes of carrying out Development Activities.

By Law 3. External Fixtures

Appearance

- 3.1 Subject to this by-law 3, an Owner or Occupier or a Subsidiary Body may only construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property anything which can be seen from outside the Lot, Community Property or Subsidiary Body Property if that Owner or Occupier first obtains the approval of the Executive Committee.
- 3.2 By-law 3.1 only applies if, in the reasonable opinion of the Community Association, the thing which can be seen from outside the Lot, Community Property or Subsidiary Body Property:
- (a) is not in keeping with the building on or the landscaped areas of the Lot, Community Property or Subsidiary Body Property; or
 - (b) does not comply with the Architectural Standards.

Transmitting and Receiving Devices

- 3.3 An Owner or Occupier or a Subsidiary Body must not construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property any television, radio or other aerial antenna, dish or tower or any other transmitting or receiving device.

External Shutters etc

- 3.4 An Owner or Occupier or a Subsidiary Body must not construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property any shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens.

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Airconditioning

- 3.5 An Owner or Occupier, the Community Association or a Subsidiary Body must not install or maintain on or in a Lot, Community Property or Subsidiary Body Property any airconditioning unit:
- (a) unless the approval of the Executive Committee has been obtained under by-law 2;
 - (b) on any balcony of a Lot, on the outside of a building on a Lot;
 - (c) in any area visible from any Community Property or Subsidiary Body Property, road, footpath, parks and the like about the Community Scheme; and
 - (d) on any part of the Community Parcel or Subsidiary Body Property.

Approval of Executive Committee

- 3.6 Without limiting this by-law, an Owner, Occupier or a Subsidiary Body must obtain the written consent of the Executive Committee before that person places on a Lot, Community Property or Subsidiary Body Property:
- (a) subject to by-laws 3.8 and 3.9, any signs, placards, banners, notices or advertisements;
 - (b) any solar energy collector panels and equipment associated with them;
 - (c) any energy conservation equipment; or
 - (d) a solar hot water system and equipment associated with it.
- 3.7 In addition to the approval of the Executive Committee required under by-law 3.6, an Owner, Occupier or a Subsidiary Body must obtain the consent of:
- (a) if the Owner or Occupiers Lot is a Lot in a Subsidiary Scheme, the relevant Subsidiary Body; and
 - (b) if required, the Council or other Government Agency.
- 3.8 The Developer is permitted to place signs, placards, banners, notices or advertisements within the Community Parcel while the Developer is carrying out Development Activities.
- 3.9 In addition to the consent of the Executive Committee, while the Developer is the registered proprietor of a Community Development Lot, an Owner, Occupier or a Subsidiary Body must obtain the written consent of the Developer before that person places any signs, placards, banners, notices or advertisements on any Lot within the Community Parcel.
- 3.10 Nothing in this by-law:
- (a) affects the rights of the Developer under by-law 5 to carry out Development Activities; or

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- (b) imposes an obligation on the Developer to obtain consent under by-law 3.1 for the purposes of carrying out Development Activities.

By Law 4. Maintenance

- 4.1 An Owner or Occupier must keep that Owner's or Occupier's Lot clean and tidy and in good repair and condition.

Exterior and Garden Maintenance

- 4.2 An Owner or Occupier of a Lot (other than a Subsidiary Body) must carry out all maintenance and repairs to the exterior of any buildings on the Lot and to all gardens and grassed areas on the Lot, including the grass verge and street trees located between the lot boundary and the back of the kerb of the Open Access Way (unless such maintenance or repair is the responsibility of a Subsidiary Body):

- (a) in a proper and workmanlike manner;
- (b) promptly;
- (c) to the reasonable satisfaction of the Community Association; and
- (d) in compliance with the Architectural Standards.

Maintenance of Subsidiary Body Property

- 4.3 Each Subsidiary Body must maintain its respective Subsidiary Body Property:

- (a) in a proper and workmanlike manner;
- (b) regularly;
- (c) to the reasonable satisfaction of the Community Association; and
- (d) in compliance with the Architectural Standards.

Community Association to give notice

- 4.4 The Community Association may give a notice to an Owner or Occupier or a Subsidiary Body requiring an Owner or Occupier or Subsidiary Body to comply with the terms of this by-law.
- 4.5 If an Owner or Occupier or a Subsidiary Body does not comply with this by-law, then the Community Association may exercise its rights under by-law 23.2.

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Part 2 Restricted Community Property

Amendment to by-laws

These by-laws may not be amended during the Initial Period and may only be amended after the expiry of the Initial Period by special resolution and 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.)

By Law 5. Developer's Rights over Community Property

Restricted Use Rights

- 5.1 To enable the Developer to carry out Development Activities, the Developer, so long as it is the Owner of a Community Development Lot, has restricted use rights over the Community Property (other than the Community Property referred to in by-law 5.2) and Service Lines on the terms of this by-law 5.
- 5.2 By-law 5.1 does not apply to the Community Facilities that have been constructed at the time of registration of the Community Plan.

End of Restricted Use Rights

- 5.3 Restricted use of a particular part of the Community Property and the Service Lines ceases when the Developer serves a notice on the Community Association informing the Community Association that Development Activities for a particular part of the Community Property have been completed.
- 5.4 Despite by-law 5.3, restricted use of a particular part of the Community Property ceases when the Developer is no longer the Owner of any Community Development Lot.

Developer's Rights

- 5.5 The Developer has all rights necessary to enable the Developer to carry out the Development Activities including the right to:
 - (a) unrestricted access by any means and at all times over Community Property;
 - (b) the use of any part of the Community Parcel to 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, provided the Developer gives the secretary of the Community Association a key for the locked or secured area;
 - (f) attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Parcel;

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- (g) conduct sales and marketing activities (including auctions) on the Community Parcel;
- (h) park motor vehicles and equipment on Community Property;
- (i) designate positions on the Community Property in which an Owner or Occupier may park a Vehicle;
- (j) build and use a display centre on the Community Property;
- (k) hold events or functions on the Community Parcel in connection with the selling and leasing of Lots in the Community Parcel; and
- (l) exercise the rights under this by-law at any time.

Developer's Obligations

5.6 The Developer must:

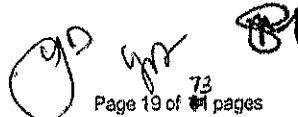
- (a) repair any damage occurring to the Community Parcel as a result of Development Activities as soon as practicable after that damage occurs;
- (b) keep interference with the use by Owners and Occupiers to a minimum so far as is consistent with the Development Activities;
- (c) maintain any Community Property that the Developer has been given the exclusive right to use; and
- (d) on completion of each part of the Development Activities, leave the relevant Community Parcel areas in a clean and tidy condition.

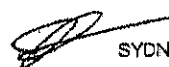
Development Activities

5.7 An Owner or Occupier acknowledges that, as a result of the Developer's rights to carry out the Development Activities set out in this by-law, an Owner or Occupier may be subjected to noise and dust resulting from the Development Activities.

Levies

5.8 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 5.


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Part 3 Mandatory Matters

Amendment to by-laws

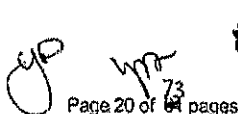
These by-laws may only be amended or revoked by a special resolution of the Community Association (See section 14(3)(c) of the Management Act).


By Law 6. Community Property

- 6.1 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.
- 6.2 An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:
 - (a) leaves anything on Community Property;
 - (b) obstructs the use of Community Property;
 - (c) uses any part of Community Property for the Owner's or Occupier's own purposes;
 - (d) erects on Community Property any structure;
 - (e) attaches to Community Property any item;
 - (f) does or permits anything which might damage Community Property; or
 - (g) alters Community Property.
- 6.3 An Owner or Occupier must:
 - (a) give notice to the Community Association of any damage to or defect in the Community Property immediately after an Owner or Occupier becomes aware of any such damage or defect;
 - (b) use anything on the Community Parcel only for purpose for which it was constructed or provided; and
 - (c) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner or Occupier or a Permitted Person.
- 6.4 This by-law is subject to the rights of the Developer under by-law 5.

By Law 7. Community Facilities

- 7.1 The terms of this by-law start when the restricted use rights granted under by-law 5 end.
- 7.2 Subject to by-law 7.3 the Community Facilities are available for use by Owners and Occupiers and Permitted Persons.


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

Pavilion

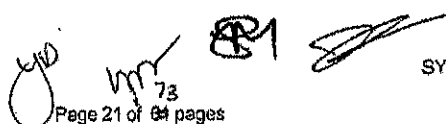
- 7.4 The Pavilion is available for use (in association with the Swimming Pool) by an Owner or Occupier seven days a week during the hours of 6.00 am to 11.00 pm or such other hours nominated from time to time by the Community Association. An Owner or Occupier cannot use the Pavilion to the exclusion of other Owners and Occupiers.
- 7.5 The Owner or Occupier of a particular Community Development Lot (collectively) may not allow more than 6 Permitted Persons to use the Pavilion at any given time.
- 7.6 Permitted Persons may not use the Pavilion unless they are accompanied by an Owner or Occupier.
- 7.7 Items of equipment and furniture in the Pavilion must not be interfered with or removed from the Pavilion except with the approval of the Community Association.

Swimming Pool

- 7.8 The following terms and conditions apply to the use of the Swimming Pool:
- (a) the Swimming Pool is available for use by an Owner or Occupier seven days a week during the hours of 6.00 am to 11.00 pm or such other hours nominated from time to time by the Community Association;
 - (b) children under the age of 12 years of age may use the Swimming Pool only if accompanied and supervised by an adult;
 - (c) glass objects, drinking glasses and sharp objects are not permitted in the Swimming Pool;
 - (d) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool;
 - (e) swimming pool equipment must not, be interfered with, operated or adjusted except with the approval of the Community Association; and
 - (f) Permitted Persons may not use the Swimming Pool unless they are accompanied by an Owner or Occupier.

Landscaped Areas

- 7.9 Subject to by-law 7.10, an Owner or Occupier has unrestricted access to and use of the Landscaped Areas at all times.
- 7.10 The Community Association must control, manage, maintain, renew and replace the Landscaped Areas.
- 7.11 An Owner, Occupier or Permitted Person must
- (a) comply with all directions of the Community Association in relation to the Landscaped Areas;

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- (b) not interfere with the Landscaped Areas; and
- (c) not do or omit to do and act that result or may result in damage or destruction to any part of the Landscaped Areas.

Third Party Agreements

7.12 The Community Association may enter into agreements with third parties in respect of:

- (a) the use of the Swimming Pool, Pavilion and Landscaped Areas by those third parties; and
- (b) the Community Association's obligations in respect of the Swimming Pool, Pavilion and Landscaped Areas.

By Law 8. Open Access Ways

8.1 The Community Association is responsible for the control, management and operation, maintenance and repair of the Open Access Ways.

8.2 An Owner, Occupier or Permitted Person must

- (a) comply with all directions of the Community Association in relation to the Open Access Ways; and
- (b) not do or omit to do and act that result or may result in damage or destruction to any part of the Open Access Ways.

By Law 9. Internal Fencing

Restrictions on Construction

9.1 An Owner or Occupier (in the case of Subsidiary Body Property, the Subsidiary Body) is not permitted to:

- (a) erect a fence on the front street alignment or between the front street boundary and the building line as fixed by a Government Agency;
- (b) replace any fence on a Lot or Subsidiary Body Property, unless:
 - (1) the materials are of the same standard and quality as the fence constructed at the time of registration of the relevant plan; and
 - (2) the replacement fence is constructed in the same location as the original fence constructed at the time of registration of the relevant plan; or
- (c) construct any new fence on a Lot or Subsidiary Body Property without the approval of the Executive Committee.

9.2 In addition to the approval of the Executive Committee required under by-law 9.1(c), an Owner or Occupier or Subsidiary Body must obtain the consent of:

- (a) if the Owner or Occupier's Lot is a Lot in a Subsidiary Scheme, the relevant Subsidiary Body; and

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- (b) if required, the Council or other Government Agency.

External & Internal

- 9.3 The Dividing Fences Act 1991 applies to any external and internal boundary fences erected within the Community Parcel.

Architectural Standards

- 9.4 A fence erected within the Community Parcel must comply with the Architectural Standards.

Community Property and Subsidiary Body Property Fencing

- 9.5 The Community Association is responsible for the maintenance and replacement of fencing of Community Property.
- 9.6 A Subsidiary Body is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Property.
- 9.7 By-law 9.5 does not apply if a person using Community Property damages the fencing.

By Law 10. Garbage

- 10.1 Each Owner and Occupier must secure and store that person's container for garbage and recyclable materials ("container") so that it:
- (a) is hidden from view from outside the Lot; and
 - (b) does not emit odours.
- 10.2 Each Owner and Occupier may place that person's container, on the nominated garbage collection days, on Community Property at the front of that Owner or Occupier's Lot or in other locations nominated by the Community Association
- 10.3 An Owner or Occupier must ensure that person's container is visible from outside that Lot for the minimum time that will permit garbage collection on the nominated garbage collection days which must not exceed 12 hours.
- 10.4 An Owner or Occupier must comply with any rules or by-laws about garbage collection and the recycling of garbage made by:
- (a) Council;
 - (b) the Community Association; or
 - (c) if the Owner or Occupier's Lot is a Lot in a Subsidiary Scheme, the relevant Subsidiary Body.

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10.5 The Owners of the lots in column 1 below must place their container on Community Property adjacent to the lot specified in column 2 below.

Column 1	Column 2
12	11
13	14
4	3
19	18
42	41

By Law 11. Services

Provision of Services

11.1 The following Services may be provided as shown on the Services Plan:

- (a) EnergyAustralia - street lighting (shown as "E");
- (b) AGL Gas (shown as "G");
- (c) Telstra Communications (shown as "T");
- (d) Private Water Supply (shown as "W");
- (e) Private Stormwater (shown as "SW");
- (f) Private CATV (shown as "COM" and "COMM"); and
- (g) Private Sewer (shown as "S").

Maintenance of Services

11.2 The Service Providers nominated in by-laws and must maintain and repair the Service Lines under any statutory rights of the Service Provider.

11.3 The Community Association must maintain and repair the Service Lines set out in by-law 11.1 other than those which Service Providers are responsible for under by-law 11.2 (being those for "Private" Services).

Statutory Easements

11.4 On installation of a Service Line, a statutory easement will be created over parts of the Community Parcel designated on the Services Plan for the provision of Services through Service Lines.

x. *Devi Maffeni*

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Position of Service Lines

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

- (a) all members of the Community Association and any Subsidiary Body must consent to any later Services Plan proposed by the Original Proprietor that shows the Service Lines as installed; and
- (b) 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.

By Law 12. Insurance

12.1 The Community Association must take out insurances required under the Management Act including the following policies:

- (a) to cover damage to the Community Property and for death and bodily injury for which the Community Association could become liable in damages;
- (b) against damages for which the Community Association could become liable because of work done by a voluntary worker;
- (c) to cover accidental injury to, or accidental death of, a voluntary worker; and
- (f) 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.

12.2 The Community Association must review, on an annual basis:

- (a) all of its insurance; and
- (b) the need for new or additional insurances.

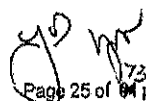
12.3 Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.

12.4 If there is an increase in risk or a new risk to the Community Property then the Community Association must immediately:

- (a) effect new insurances; or
- (b) vary or extend existing insurances.

12.5 An Owner or Occupier must obtain the written approval of the Community Association before it does anything that might:

- (a) void or prejudice the Community Association's insurance; or
- (b) increase any insurance premium which the Community Association pays.


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By Law 13. Executive Committee

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Constitution


- 13.1 The Executive Committee must be established under the Management Act.
- 13.2 The officers of the Executive Committee are: the secretary, treasurer and chairperson.

Functions of the Secretary

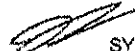
- 13.3 The functions of the secretary of the Executive Committee include:
- (a) convening meetings of the Community Association and the Executive Committee;
 - (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
 - (c) giving a notice on behalf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

Functions of the Treasurer

- 13.4 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.


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Function of the Chairperson

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

Sub-Committees

- 13.6 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.

No Remuneration

- 13.7 A member of the Executive Committee is:

- (a) not entitled to any remuneration for the performance of that person's functions; and
- (b) entitled to reimbursement for reasonable out of pocket expenses incurred by that person in the performance of that person's functions.

Protection of Executive Committee members from liability

- 13.8 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.

- 13.9 By-law 13.8 does not apply if a member is fraudulent or negligent.

By Law 14. Meetings

- 14.1 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;
- (c) make decisions in relation to applications for consent under the Management Statement; and
- (d) subject to this Management Statement, regularly call a meeting of the Executive Committee.

Right of Owner to Attend Meetings

- 14.2 An Owner or, if the Owner is a corporation, the Owner's nominee, may attend a meeting of the Executive Committee.

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- 14.3 That Owner may address the meeting only if the Executive Committee passes a resolution authorising the person to do so.

Meeting at Request of Members

- 14.4 At the request of not less than 1/3 of the members of the Executive Committee, the secretary must convene a meeting.
- 14.5 Subject to by-law 14.4, the secretary must convene the meeting within the period of time specified in the request.
- 14.6 The members must give the secretary more than 7 days to convene the meeting.
- 14.7 If no time is specified in the request, then the secretary must convene the meeting within 14 days of receiving the request.
- 14.8 If the secretary is absent, a member of the Executive Committee must convene the meeting.

Out of Meeting Determinations

- 14.9 Subject to section 38(3) of the Management Act, a resolution is valid as if it 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; and
 - (c) the resolution has been approved in writing by a majority of members of the Executive Committee.

Notices and Minutes of Meetings

- 14.10 Before each Executive Committee meeting, the Executive Committee must prepare an agenda for the meeting. This agenda must list the business that the Executive Committee will deal with at the Executive Committee meeting.
- 14.11 At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:
- (a) notify members of the Community Association of the meeting including details of the meeting; and
 - (b) provide each member of the Community Association with a copy of the agenda for the meeting.
- 14.12 If the Community Association has placed a notice board on Community Property, then the Executive Committee will have complied with by-law 14.10 if it ensures that the agenda and notice of the meeting are placed on the notice board at least 72 hours before the meeting.



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14.13 The agenda must list the business that the Executive Committee will deal with at the meeting.

14.14 The secretary must ensure that:

- (a) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting; and
- (b) that the following are properly kept:
 - (1) agendas and minutes of meetings of the Executive Committee;
 - (2) records of decisions of the Executive Committee; and
 - (3) records of notices.

14.15 If the secretary is absent, then the chairperson must ensure that the Executive Committee complies with by-law 14.14.

By Law 15. Amounts Payable

15.1 An Owner must pay:

- (a) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and
- (b) on demand any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement in relation to the Owner or Occupier.

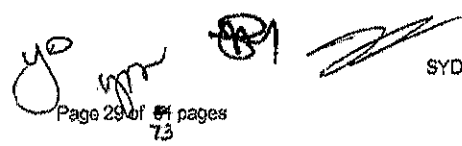
15.2 If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under section 20A(1) of the Management Act.

15.3 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.

15.4 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 of:

- (a) the amount; or
- (b) any other fact stated in that certificate.

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Part 4 Optional Matters

Amendment to by-laws

These by-laws may only be amended or revoked by a special resolution of the community association (see section 14(3)(C) of the Management Act).

By Law 16. Behaviour of Owners, Occupiers and Permitted Persons

Noise

16.1 An Owner or Occupier must not create any noise on a Lot, Community Property or Subsidiary Body Property which might interfere with the peaceful enjoyment of another Owner or Occupier or Permitted Person.

16.2 An Owner or Occupier must not:

- (a) obstruct lawful use of Community Property or Subsidiary Body Property; or
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person.

Children

16.3 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier:

- (a) plays only on Community Property or Subsidiary Body Property which is an open space area that is not dangerous or hazardous to children; and
- (b) only remains in or on Community Property or Subsidiary Property Body comprising any area of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

16.4 An Owner or Occupier must ensure that a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other Permitted Person.

By Law 17. Subsidiary Body Property

17.1 An Owner or Occupier may only do the following to Subsidiary Body Property if that Owner or Occupier first obtains the written approval of the Community Association or Subsidiary Body:

- (a) leave anything on Subsidiary Body Property;
- (b) obstruct the use of Subsidiary Body Property;
- (c) use any part of Subsidiary Body Property for the Owner's or Occupier's own purposes;
- (d) erect any structure on Subsidiary Body Property;

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- (e) attach any item to Subsidiary Body Property;
- (f) do or permit anything to be done to Subsidiary Body Property which might cause damage; or
- (g) alter Subsidiary Body Property.

17.2 An Owner or Occupier must:

- (a) give notice to the relevant Subsidiary Body of any damage to or defect in the Subsidiary Body Property immediately after an Owner or Occupier becomes aware of any damage or defect;
- (b) use a thing on the Subsidiary Body Property only for the purpose for which it was constructed or provided; and
- (c) only use or enjoy the Subsidiary Body Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Subsidiary Body Property by another proprietor or occupier or a Permitted Person.

By Law 18. Washing

An Owner or Occupier must not hang any washing, bedding or other articles of a similar nature:

- (a) on any balcony of a Lot, on the outside of a building on a Lot or the outside of a building containing a Lot;
- (b) in any area visible from any Community Property or Subsidiary Body Property, road, footpath, parks and the like about the Community Scheme; and
- (c) on any part of the Community Parcel or Subsidiary Body Property.

By Law 19. Storage of Flammable Liquids

19.1 Subject to by-law 19.2, an Owner or Occupier may only store on the Lot or any other part of the Community Parcel any flammable chemical, gas or other material if that Owner or Occupier first obtains the written approval of the Community Association.

19.2 By-law 19.1 does not apply to chemicals, liquids, gases or other material used or intended to be used:

- (a) for domestic purposes; or
- (b) in the fuel tank of a motor vehicle or internal combustion engine.

By Law 20. Keeping of Animals

Rules

20.1 If an Owner or Occupier keeps an animal, then the Owner or Occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;

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- (b) must ensure that, when on any other part of the Community Parcel, the animal is accompanied by the Owner or Occupier;
- (c) must, when on any other part of the Community Parcel, keep the animal appropriately tethered and under control; and
- (d) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community Parcel for:
 - (1) any noise which is disturbing to an extent which is unreasonable;
 - (2) for damage to or loss of property or injury to any person caused by the animal; and
 - (3) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Community Parcel.

20.2 This by-law applies to any Permitted Person or visitor to the Community Parcel.

By Law 21. Parking

Restrictions

21.1 Subject to by-laws 5.5(i) and 21.2, an Owner or Occupier must not park a Vehicle on the Community Parcel.

21.2 An Owner or Occupier may park a Vehicle:

- (a) in a garage or driveway on that Owner's or Occupier's Lot; or
- (b) in an area on the Community Parcel designated by the Community Association as being an area where a Vehicle may be parked; or
- (c) in an area on Subsidiary Body Property designated by the Subsidiary Body as being an area where a Vehicle may be parked.

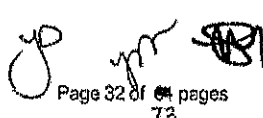
21.3 Subject to by-law 21.2, an Owner or Occupier must not park a boat, trailer, caravan or any other towable item on any part of that Owner's or Occupier's Lot which is:


- (a) visible from any Community Property; or
- (b) behind the building alignment of any dwelling constructed in that Owner's or Occupier's Lot.

21.4 No Vehicles with a gross weight in excess of 2 tonnes are permitted to stand on any part of the Community Parcel.

Repairs

21.5 An Owner or Occupier must not undertake repairs to any vehicles on Community Property or the driveway on or leading to an Owner's or Occupier's Lot


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By Law 22. Private Services

- 22.1 The Community Association may, on its own behalf or on behalf of a Subsidiary Body:
- (a) provide private Services to a Subsidiary Body or an Owner or Occupier;
 - (b) arrange for the installation and maintenance of proposed Service Lines for the provision of private Services; and
 - (c) contract with any person to monitor or provide, in part or in whole, private Services.
- 22.2 An Owner or Occupier must not do anything which interferes, obstructs access to, overloads or damages private Services.
- 22.3 An Owner or Occupier must immediately notify the Community Association of any damage to or the defective operation of any private Service.
- 22.4 Subject to section 60 of the Management Act, the Community Association and a person authorised by the Community Association may enter a Lot at all reasonable times to maintain, repair, alter, add to or increase the capacity of or renew private Services.


By Law 23. Community Association's Rights and Obligations

Contracts

- 23.1 The Community Association may, on its own behalf or on behalf of each Subsidiary Body, contract with persons to:
- (a) provide management, operational, maintenance and other services for Community Property or Subsidiary Body Property;
 - (b) provide Services or amenities to the Owners or Occupiers;
 - (c) provide Services or amenities to Community Property or Subsidiary Body Property; and
 - (d) assist the Community Association in relation to the performance of obligations under by-laws in part 5 of this management statement.

Remedy

- 23.2 The Community Association may do anything on a Lot which should have been done by an Owner or Occupier under this Management Statement but which has not been done or has not been done properly.
- 23.3 If by-law 23.2 applies, the Community Association is entitled to:
- (a) enter and remain on the Lot for as long as it is necessary; and
 - (b) recover any costs associated with carrying out Works under this Management Statement from the Owner of the Lot.


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Not Liable for Damage

- 23.4 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.
- 23.5 By-law 23.7 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.

Communications with Community Association

- 23.6 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.

By Law 24. Obligations of Owners and Occupiers

Compliance with Requirements, Orders and Notices

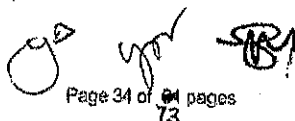
- 24.1 An Owner or Occupier must comply on time with:
- (a) each requirement and orders of each Government Agency;
 - (b) each Law for the Lot and the use or occupation of the Lot; and
 - (c) the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant Government Agency.

Contractors

- 24.2 An Owner or Occupier may only directly or indirectly instruct agents, employees or contractors of the Community Association if the Community Association authorises the Owner or Occupier to do so.

Use

- 24.3 An Owner or Occupier must not do any of the following on either that Owner's or Occupier's Lot or on the Community Parcel:
- (a) engage in indecent conduct or any entertainment of a demoralising character;
 - (b) engage in any illegal conduct or activity; or
 - (c) do anything that might damage the good reputation of the Community Scheme.
- 24.4 An Owner or Occupier must not, except with the approval of the Community Association:
- (a) roller blade;
 - (b) skateboard; or



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- (c) play basketball or any organised sport games
on Community Property or Subsidiary Body Property.

Permitted Persons

- 24.5 An Owner or Occupier must take all reasonable steps to ensure that a Permitted Person complies with this Management Statement.
- 24.6 If an Owner or Occupier cannot comply with by-law 24.5, then that person must:
- (a) withdraw the consent of the person to be on the Community Parcel; and
 - (b) request that person to leave the Community Parcel.
- 24.7 If this Management Statement prohibits an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.

Lessees/Licensees

- 24.8 An Owner whose Lot is the subject of a lease or licence agreement 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 agreement, to ensure that the lessee or licensee of the Lot and any person on the Community Parcel, with the consent express or implied of the lessee or licensee, complies with this Management Statement and any Rules.

Things done at Owner's or Occupier's cost

- 24.9 Anything which an Owner or Occupier is required to do under this Management Statement must be done at the cost of the Owner or Occupier.

By Law 25. Rules

- 25.1 The Community Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of the Community Parcel and the Community Property.
- 25.2 The Rules must be consistent with:
- (a) the Management Act;
 - (b) the Development Act;
 - (c) all Laws;
 - (d) this Management Statement; or
 - (e) the terms of the Development Consent.
- 25.3 The Rules bind an Owner, Occupier, mortgagee in possession of a Lot, lessee of a Lot, Permitted Person and each Subsidiary Body.

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By Law 26. Community Management Services Agreement

Entry during Initial Period

- 26.1 The Community Association during the Initial Period intends to enter into an agreement.
- 26.2 The effect of the agreement is disclosed for the purposes of section 24(2)(a) of the Management Act in this by-law.

Parties

- 26.3 The parties to the agreement will be:
- (a) the Community Association; and
 - (b) a person nominated by the Contractor as Manager.

Term

- 26.4 The term of the agreement will be 1 year.

Duties

- 26.5 The duties of the Manager may include:
- (a) the usual administrative managing agent duties, including:
 - (1) convening and chairing meetings of the Community Association;
 - (2) the preparation and arrangement of insurance policies, valuations and renewals;
 - (3) the preparation and distribution of notices and minutes and the provision of secretarial services for general and extraordinary general meetings and Executive Committee meetings;
 - (4) the enforcement of the by-laws of the Community Association;
 - (5) the conduct of dispute resolution procedures;
 - (6) the provision of accounting services;
 - (b) the supervision of the cleaning, caretaking, security, supervision, service, general repair and maintenance or renewal and replacement of:
 - (1) Community Property;
 - (2) Subsidiary Body Property use of which is restricted to the Community Association; or
 - (3) any personal property vested in the Community Association; and
 - (c) any other matter, activity or thing which the Manager and the Community Association agrees is necessary or desirable for the operational and management of the Community Association.

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Remuneration

- 26.6 The Manager's fee (net of disbursements such as including postage, copying, facsimiles etc.) is to be a fair market rate for the term of the agreement.

Assignment

- 26.7 The Manager has the right at any time to assign its rights under the agreement to a respectable and responsible assignee.

Termination

- 26.8 The agreement may be terminated by the Community Association if the Manager:
- (a) assigns its interest in the agreement in breach of the assignment provisions;
 - (b) fails or neglects to carry out its duties after the Community Association gives it 30 days' notice of the failure or neglect; or
 - (c) is guilty of gross misconduct or gross negligence in performance of its duties.

Additional Management Agreements

- 26.9 After the termination of the agreement, the Community Association is empowered to enter into agreements with third parties for the provision of services similar to or in addition to the duties of the Manager set out in by-law 26.5.

By Law 27. Services Contracts

Entry during Initial Period

- 27.1 During the Initial Period, the Community Association intends to:
- (a) enter into Service Contracts with one or more service providers; and
 - (b) take an assignment of the Service Contracts entered into by the Developer before the date of this Management Statement.

Disclosure of Terms

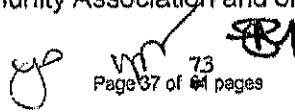
- 27.2 Each of the Service Contracts must be:
- (a) for a term of no greater than 3 years; and
 - (b) for a fee not exceeding the market fee for the relevant service.
- 27.3 The effect of the Service Contracts is disclosed in this by-law for the purposes of section 24(2)(a) of the Management Act.

Definitions

- 27.4 In this by-law 27:

"Service Contracts" means the contract or contracts entered into:

- (a) between the Community Association and one or more service providers; and


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- (b) before the date of this Management Statement between the Developer and one or more service providers

for the provision of the following services:

- (c) cleaning, maintenance, replacements and repair and other services in relation to the Swimming Pool;
- (d) garbage collection services in respect of the Community Parcel;
- (e) maintenance, replacement and repair and other services in relation to the Landscaped Areas;
- (f) maintenance, replacement and repair and other services in relation to the private central antenna television cables installed or to be installed in the Community Parcel, the maintenance and repair of which is the responsibility of the Community Association; and
- (g) maintenance of the Detention System.

By Law 28. Positive Covenants

If any Lot is burdened by a positive covenant regarding an on-site stormwater detention system in favour of a Government Agency, the Community Association must assume the Owner's responsibility to comply with the covenant and indemnify the Owner for liability or loss arising from or costs incurred in connection with the Owner being required by the Government Agency to comply with that positive covenant (except to the extent that liability loss or cost was caused or contributed to by the Owner).

By Law 29. Retaining Wall

29.1 This by-law 29 applies to Lots 29 to 34 (inclusive) in the Community Plan.

29.2 In this by-law:

- (a) "Relevant Owners" means the owners of Lots 29 to 34 (inclusive) in the Community Plan; and
- (b) "Relevant Area" means the area within a Relevant Owner's Lot that extends a distance of 3 metres from the Retaining Wall.

29.3 Relevant Owners must not, without the consent of the Community Association:

- (a) remove or otherwise interfere with the plants in the Relevant Area that exist as at the date of registration of the Community Plan; or
- (b) plant any further plants, shrubs or trees in the Relevant Area.

29.4 Relevant Owners must not:

- (a) change the surface levels of the Relevant Area that exist as at the date of registration of the Community Plan;


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- (b) do anything else that has (or may have) the effect of changing the subsurface flows within the Relevant Area (into the grates and pipes system operating as at the date of registration of the Community Plan); or
- (c) excavate within the Relevant Area.

29.5 The Community Association must undertake the proper irrigation of the Relevant Area and the Relevant Owners must allow the Community Association to do so.

By Law 30. Street Trees

30.1 Owners of Lots in the Community Plan that contain street trees within the Lot (being trees on the Lot adjoining Open Access Ways or Community Property pathways) must not remove or otherwise interfere with those trees without the consent of the Community Association.



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Part 5 By-laws required by Public Authorities

Amendment to by-laws

These by-laws have been made at the request of a public authority. These by-laws may only be amended or revoked:

(a) *by a special resolution of the community association; and*

(b) *with the consent of the public authority*

(See clause 4 schedule 3 Development Act).

By Law 31. Council Waste Collection

31.1 Each Owner and Occupier must sort and store domestic waste, materials (not of a kind prohibited under any State or Federal statute) which shall include garbage, recyclables, general clean up, vegetation clean up and any other domestic waste materials which Council has arranged to collect (hereinafter referred to as "Waste"), according to:

(a) Council's requirements; and

(b) the Community Association requirements.

Council's requirements prevail if there is a conflict in these requirements.

31.2 Owners and Occupiers must keep any Waste container and Waste secure so that:

(a) there is no hazard or danger to the public;

(b) it does not emit odours; and

(c) it is hidden from view from outside the lot and from Community Property.

31.3 Each Owner and Occupier must ensure that Waste in their Waste container as required by Council on or from the Lot is made available for collection by the Council in accordance with the Council's By-Laws and requirements relating to the disposal and collection of Waste. Waste containers are not to be placed for collection other than for a reasonable time before and after the times set aside for Waste collection.

31.4 The Community Association and the Owner of each Lot permit Council and every person authorised by it and its contractors to do all things reasonably necessary and to enter, go, pass and re-pass over Community Property for the purpose of collection of Waste, with or without vehicles or both.

31.5 Each Owner and the Community Association:

(a) acknowledge the collection of the Waste is on the basis that the Council and every person authorised by it and its contractors will not be liable for any damage to any concrete, pavement, pipe, vegetation or structure in the collection of Waste; and

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- (b) further acknowledge Council will not be liable for damage to any other property or vegetation or damages arising out of the death or injury of any person caused by its contractors in the collection of Waste except where such liability or damages is caused by or contributed to, to the extent of the contribution only, by the negligence of Council or its contractors; and
- (c) releases and indemnifies Council and every person authorised by it and its contractors in respect of any damage to any concrete, pavement, pipe, vegetation or structure in the collection of Waste; and
- (d) further releases and indemnifies Council in respect to any liability for damages to any other property or vegetation or damages arising out of the death or injury of any person caused by its contractors in the collection of Waste except where such liability or damages is caused by or contributed to, to the extent of the contribution only, by the negligence of Council or its contractors;
- (e) if required by Council, shall enter into a Deed of Release and Indemnity to reflect the terms of this By-Law in terms satisfactory to Council;

31.6 Each Owner and Occupier and the Community Association must ensure that the accessway for collection of Waste is not obstructed in any way by vehicles or any structures which may inhibit the collection of Waste.

31.7 The Council in its absolute discretion may terminate the collection of Waste within the property and direct collection be at the kerbside of the nearest public road.

31.8 The indemnities:

- (a) given by each Owner in by-law 31.5 apply only to the extent that the event the subject of the indemnity relates to the Owner's Lot; and
- (b) given by the Community Association in by-law 31.5 apply only to the extent that the event the subject of the indemnity relates to the Community Property.

31.9 This By-Law may not be amended or revoked without the formal consent of Council.

By Law 32. Wetland and Maintenance

32.1 In this by-law 32:

- (a) "**Wetland Planting**" is the native sedge and rush plantings established by the Original Proprietor on lot 2 in DP 817466 down slope of the level spreader under the Development Consent; and
- (b) "**WP Maintenance Period**" is the period commencing on the date of registration of the Community Plan and ending 18 months after the date the Wetland Planting was completed by the Original Proprietor (being 1 July 2003);
- (c) "**WP Maintenance Works**" is the Works to implement a maintenance and monitoring program for the Wetland Planting prepared by a Wetland specialist as set out in Schedule 3.

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- 32.2 The Community Association must use reasonable endeavours to obtain the consent of the owner of lot 2 in DP 817466 to access that part of lot 2 in DP 817466 that contains the Wetland Planting to carry out the Works contemplated by by-law 32.3.
- 32.3 Subject to the Community Association securing the access right referred to in by-law 32.2, the Community Association must, during the WP Maintenance Period, carry out the WP Maintenance Works.
- 32.4 The Community Association must comply with the reasonable directions of Council in relation to the obligations of the Community Association under this by-law 32.
- 32.5 This by-law may not be amended or revoked without the consent of the Council and this by-law operates as a covenant in favour of Council.

By Law 33. Bushfire Hazard Reduction - Adjoining Land

33.1 In this by-law:

- (a) **"Fuel Reduced Zone"** means the parts of lots 1 and 2 in DP 811466, lot 9 in DP 737253 and lot 48 in DP 221112 that are shown hatched in the plan titled "Fuel Reduced Zone" in the Concept Plan; and
- (b) **"Bushland Management Program"** means the maintenance program for reduction of Fuel loads within the Fuel Reduced Zone approved from time to time by Council. The Bushland Management Program approved as at the date of registration of the Community Plan is set out in Schedule 2 and applies to the Fuel Reduced Zone.

- 33.2 The Community Association must use reasonable endeavours to obtain the consent of the owners of the land that contains the Fuel Reduced Zone to access the Fuel Reduced Zone to carry out the works contemplated by by-law 33.4 and is empowered to enter into an agreement (or take a novation or assignment of an agreement) allowing the Community Association to access the Fuel Reduced Zone.
- 33.3 If an owner of land within the Fuel Reduced Zone does not permit the Community Association to access the Fuel Reduced Zone, the Community Association must notify the Council in writing to enable the Council to serve on the owner or occupier of that land a notice under section 66 of the Rural Fires Act 1997.
- 33.4 Subject to the Community Association obtaining access to the Fuel Reduced Zone, the Community Association must carry out the Works to implement the Bushland Management Program.
- 33.5 The Works under the Bushland Management Program must provide for the removal of fuels to ensure that the Fuel Reduced Zone does not contain fuels in excess of 8 tonnes per hectare or such other amount required by the relevant publication regarding bushfire management and planning strategies published by the NSW Rural Fire Service or other relevant authority.
- 33.6 The Community Association must comply with the reasonable directions of Council and the Fire Control Officer of the NSW Rural Fire Service in relation to the obligations of the Community Association under this by-law 33.
- 33.7 This by-law may not be amended or revoked without the consent of the Council and this by-law operates as a covenant in favour of Council.

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By Law 34. Bushfire Hazard Reduction - Certain Lots

- 34.1 In this by-law, "Fuel Free Zone" means that part of Community Development Lots 11, 12, 24, 25, 26, 27 and 28 that is identified as such on the plan titled "Fuel Free Zone" in the Concept Plan.
- 34.2 Owners of Community Development Lots 11, 12 and 24 must ensure that the Fuel Free Zone does not contain fuels in excess of 4 tonnes per hectare or such other amount as is approved by the NSW Rural Fire Service or other relevant authority.
- 34.3 Owners of Community Development Lots 25, 26, 27 and 28 must ensure that the Fuel Free Zone does not contain fuels in excess of 8 tonnes per hectare or such other amount as is approved by the NSW Rural Fire Service or other relevant authority.
- 34.4 If the Owners referred to in by-laws 34.2 and 34.3 do not comply with their obligations under those by-laws, the Community Association must perform the Owner's obligations and by-laws 23.2 and 23.3 apply in this regard.
- 34.5 This by-law may not be amended or revoked without the consent of the Council and this by-law operates as a covenant in favour of Council.

By Law 35. Disposal of Vegetative Material

- 35.1 Owners and Occupiers must not place any grass clippings, plant cuttings, used potting mix, soil or any other vegetative material on Lots 1 or 2 in Deposited Plan 811466 or on Lot 9 in Deposited 737253.
- 35.2 This by-law may not be amended or revoked without the consent of Council and this by-law operates as a covenant in favour of Council.

By Law 36. Restriction on Planting

- 36.1 The Owners and Occupiers of Community Development Lots 24 and 25 may only plant species of plants on Community Development Lots 24 and 25 that are endemic to Duffys Forest.
- 36.2 The Owners and Occupiers of Community Development Lots 6, 7, 8, 9, 10, 11, 12, 24, 25, 26, 27 and 28 must not plant any species of colonising plant, whether endemic, Indigenous or exotic, within any of those lots.
- 36.3 The Owners and Occupiers of Community Development Lots set out in by-laws 36.1 and 36.2 must obtain the consent of Council before those Owners or Occupiers plant any new flora on Community Development Lots 6, 7, 8, 9, 10, 11, 12, 24, 25, 26, 27 or 28.
- 36.4 The Community Association must comply with by-law 36.2 in respect of that part of the Community Property adjoining Lot 9 in Deposited Plan 737253 and Lot 2 in Deposited Plan 11466 that is not an open access way and is not designated as "Shared Access and Landscaping" on the Access Way Plan.
- 36.5 Tooth Brush Grevillea species may not be planted in any part of the Community Parcel.

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36.6 This by-law may not be amended or revoked without the consent of Council and this by-law operates as a covenant in favour of Council.

By Law 37. EnergyAustralia

37.1 This by-law operates in conjunction with by-law 11.

37.2 Part B (street lighting) of Memorandum O915806 applies as if it were set out in full in these by-laws as provisions that operate in addition to EnergyAustralia's rights under section 36 of the Development Act in respect of the easement for street lighting created in favour of EnergyAustralia under by-law 11 and the Services Plan.

37.3 This by-law may not be amended or revoked without EnergyAustralia's consent and operates as a covenant in favour of EnergyAustralia.

x dani Maffei

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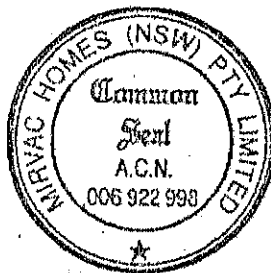
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SIGNATURES, CONSENTS AND APPROVALS

DATED _____ day of _____

Executed by



The common seal of
Miryac Homes (NSW) Pty Limited
was affixed by:

Robert Lynch
Signature

SC Myers
Signature
SC Myers

ROBERT LYNCH
Full Name

Full Name

DIRECTOR
Position Held

Company Secretary
Position Held

CERTIFICATE OF APPROVAL

It is certified that :

- (a) Warringah Council granted consent to Development Application Number 2000/4493DA; and
- (b) the terms and conditions of these by-laws are not inconsistent with that development as approved.

Date: 19/12/03

Signature of Council
authorised person

[Signature]
[Signature]
9/1/04

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SCHEDULE 1 ARCHITECTURAL STANDARDS

1. **Height Restrictions**
Dwellings or any other structures on a Lot must not exceed 3 storeys in height.
2. **External Structures**
External structures and fixtures (eg, garden shed, gazebos, ponds, pools) are not permitted if those external structures and fixtures are visible from Community Property.
3. **Roofs and Pergolas**
Sheeting or shading screens fixed to pergola structures are not permitted if those sheeting or shading screens are visible from Community Property.
4. **Security Screens**
Security screens and flyscreen doors or windows may be installed on dwellings. The security grill pattern must be simple and substantially similar to "Superscreen" style of screen provided by Elite Home Improvements of Australia Pty Ltd ACN 050 040 143. The colour of the frame of the security screen and flyscreen doors and windows must match the powdercoated finish of the window of the dwelling within that Lot as installed by the Developer.
The colour of the frame of any flyscreen attached to any window of a dwelling that is visible from the Community Property must match the colour of the window installed by the Developer and to which that flyscreen is attached.
5. **Community Landscaping**
Any replacement planting on Community Property must be consistent with the originally selected species of planting supplied and installed by the Developer on the Community Property.
6. **Private Gardens**
The Owner or Occupier of each Lot must maintain any garden within their Lot. If the garden of any Lot is visible from the Community Property, the Owner or Occupier must maintain the garden to the standard and style of garden installed within that Lot by the Developer and to the satisfaction of the Community Association.
Any replacement planting in gardens within a Lot and visible from Community Property must be consistent with the style, species and density of planting supplied and installed by the Developer in the Community Parcel and within lots surrounding the Community Parcel.
7. **Paving**
An Owner or Occupier must not install paving within that Owner or Occupier's Lot in addition to that paving installed by the Developer if that paving is in a position that is visible from Community Property.
Any new or replacement paving with a Lot must consistent with the colour, standard and quality as that installed within that Lot by the Developer.
8. **Colour Schemes**
External colours and materials used on any dwelling or structure within a Lot must be consistent with the colour, quality and finish of the materials that applied as at the date of registration of the Community Plan.

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SCHEDULE 2
BUSHLAND MANAGEMENT PROGRAM (BY-LAW 33.1)
(Report of Conacher Travers)



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APPENDIX 1 - DETAILS OF ASSET (FIRE) PROTECTION ZONES

1.0 INTRODUCTION

The major mitigating factor that limits the effects of wildfire is the amount of fuel available to burn. By reducing the amount of fuel there will be a reduction in the intensity of the fire.

The area in which the fuel reduction occurs is referred to as an Asset Protection Zone. Asset Protection Zones are areas that are usually shown on 'plans' adjacent to either cultural or natural assets (eg. dwelling, rainforest). They act to significantly lessen the impact of intense fire. The Asset Protection Zone can be further identified by two sub-zones.

Each has a specific role to play within an asset protection zone. These sub-zone areas are called the inner Protection Area (Fuel Free Zone) and the Outer Protection Area (Fuel Reduced Zone). The sub-zones characterise the physical appearance of the landscape and in particular the way the combustible fuels shall appear after they are modified. (See Photos 1 - 6).

The Inner Protection Area is always located immediately adjacent to the asset/value at risk. The Outer Protection Area is located between the Inner Protection Area and the bushland.

When considering bush fire fuel it is important to understand that it occurs in our native bushland in three vertical layers - see Table 1.

Table 1 - Fuel Layers

Fuel Layer Name	Location of Layer in vertical Column	Type of Fuel
Ground Fuels	Below ground level	Peatmoss (always below the surface)
Surface Fuels	0-200 mm	Litter layer (leaves & twigs)
Aerial Fuels	200 - 3000 mm	Shrubs and grasses
Canopy Fuels	> 3000 mm	Tree canopy

2.0 INNER PROTECTION AREA (I.P.A)

This area is *almost free* of all fuels, it usually takes the form of grassy areas, car parks, roads, concrete areas, track or trails, it does not imply the wholesale removal of all or every tree - see Table 2 for guidelines on the extent of trees that can occur within this zone.

Rationale: By its very nature this zone is intended to stop the transmission of flame and reduce the transmission of radiated heat by the elimination of available fuel. Thus its Inner Protection Area name. This area also allows airborne embers to fall safely thus stopping further outbreaks of fire to begin.

Fire Fighting Advantage: This zone allows safe fire fighting operations to occur and clear fire control lines to be implemented by fire fighters.

Measurability: A fuel free Inner Protection Area is measured in two ways. The weight of the fuel and the width of the zone. Practitioners measure fuel load in *tonnes per hectare*. It is assessed by measuring the weight of fuel in a small quadrat eg. 300mm by 300mm and equating that to a hectare. The width of the zone is the separating distance between an asset and the bushland.

Performance Standard: A safe load is between 0-3 t/Ha.

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Photographic Montage Depicting Inner Protection Area

PHOTO - 1


	<p>Site Description: The site is a paved roadway. It separates two areas of bushland and is normally called in this instance a fire break.</p> <p>Fire Behaviour: No fire could occur on this fire break but the narrow nature of the break would allow fire to pass between the two bushland areas without difficulty.</p> <p>Maintenance: None required due to paved surface. Do not allow shrubs to grow.</p> <p>Fuel Weight: Zero</p>
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PHOTO - 2


	<p>Site Description: The site is mineral earth. There is no fuel on this narrow strip. The narrow strip forms a narrow fire break between two areas of unmanaged bushland.</p> <p>Fire Behaviour: No fire could occur on this mineral earth but the narrow nature of the fire break would allow fire to pass between the two bushland areas without difficulty.</p> <p>Maintenance: Regular raking and removal of litter layer. Do not allow shrubs to grow.</p> <p>Fuel Weight: Zero</p>
--	---

PHOTO - 3




	<p>Site Description: This is a grassed fire trail on level land adjacent to unmanaged bushland. The grass height on the level lands is 20-50 mm.</p> <p>Fire Behaviour: This area, if mowed regularly, would exhibit flame heights not above 300 mm (12 inches). Note: The grass in the bushland zone is approx' 400-500mm in height and would achieve flame heights approximate to 750 -1200mm (depending on fuel loadings and Fire Danger Index).</p> <p>Maintenance: This fuel free zone is able to be managed by normal mowing means. Raking and removal of litter layer; and/or mowing of grasses; and raking and/or mowing. Fuel Weight in photo 4: < 2 T/Ha.</p> <p>Fuel Weight: < 2 T/Ha.</p>
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PHOTO - 4

	<p>Site Description: This is a grassed Inner Protection Area with scattered trees, no shrub larger and minimal understorey. The grass height is maintained to provide < 3 tonnes per hectare.</p> <p>Fire Behaviour: This area, if maintained regularly, would exhibit flame height not above 300mm.</p> <p>Maintenance: This Inner Protection Area is managed by mowing, raking and removal of the litter layer.</p> <p>Fuel Weight: < 3 tonnes/hectare.</p>
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Photographic Montage Depicting Inner Protection Area

PHOTO - 5



Site Description: The site is a grassed inner Protection Area with large smooth barked tree 5 metres clear of the dwelling. The grass height is maintained to provide < 3 tonnes per hectare.

Fire Behaviour: This area, if maintained regularly, would exhibit flame height not above 300mm.

Maintenance: This inner Protection Area is managed by mowing, raking and removal of the litter layer.

Fuel Weight: < 3 tonnes/hectare

PHOTO - 6



Site Description: This site shows a grassed inner Protection Area with rock and landscaped areas constituting approximately 15% of the inner Protection Area. Tree more than 5 metres from dwelling with no canopy connection to adjoining trees.

Fire Behaviour: This area, if maintained regularly, would exhibit flame height not above 300mm.

Maintenance: This inner Protection Area is managed by mowing, raking and removal of the litter layer.

Fuel Weight: < 3 tonnes/hectare to grass areas landscaped areas 3-4 tonnes/hectare.

PHOTO - 7



Site Description: This site shows an inner Protection Area which includes a paved Access/Fire Trail. Smooth barked trees < 5 metres from fire aspect of dwelling.

Fuel loading to trail zero with grassed areas displaying approximately 3 tonnes/hectare.

Fire Behaviour: Fires impacting the bushland to the left of the Access/Fire Trail would lose intensity with the provision of the inner Protection Area.

Maintenance: This inner Protection Area is managed by mowing, raking and removal of the litter layer.

Fuel Weight: Nil to Access/Fire Trail, 3 tonnes/hectare to grassed areas.

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PRESENCE OF SHRUBS IN AN INNER PROTECTION AREA

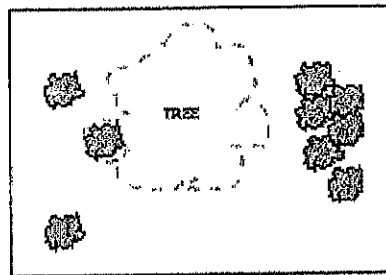
Shrubs may occur within an Inner Protection Area, but only where it is recommended by an experienced bush fire protection manager.

Thus landscaping works within the Inner Protection Area may occur in some instances. Where it is approved to occur, some 10-15 % and in some cases up to 30% of the Inner Protection Area may be able to be landscaped but always away from glass in buildings.

The design of the Inner Protection Area will be dependent on species selection and spatial arrangement.

Note: eg. 10 % means that for every 100 square metres (eg. 10 metres x 10 metres) only 10 % of that area may have a shrub component. The remainder would be free of shrubs see Figure 1. A 10 % landscaped shrub layer would add a further 1.5 tonnes of fuel to the overall hazard weight. To maintain the aggregate below 3 t/ha the ground fuels must be mown grass, or similar.

Figure 1 – Example of Spatial Arrangement in a Inner Protection Area



If a shrub layer is present the following table shows the additional fuel weights that should be added to the calculated surface fuels.

Shrub cover	Fuel Weight
10-30 %	2.5 tonnes / ha
35-50 %	5.0 tonnes / ha
55-75%	7.5 tonnes / ha

PRESENCE OF TREES WITHIN AN INNER PROTECTION AREA

A tree may occur within an Inner Protection Area if the canopy does not form a link with shrubs. The reason is to lessen any chance for 'vegetation linking' and the capability for fire to extend into the canopy.

It is a basic premise in fire behaviour understanding that fire cannot occur in the canopy unless surface fuels such as grasses or shrubs are burning. This merging creates opportunity for fire to link with the canopy and therefore increase fire intensity by some significant amount.

Trees that have a canopy beginning near the ground (such as Forest Oaks *Allocasuarina*) form a continuous link with the tree canopy and shrubs. A forest canopy cannot therefore burn without fuel to feed that fire. In a 'tall open forest' where the trees are generally above 20 metres in height the canopy is separated from the land surface by some distance. In an 'open woodland' the low canopy height (usually < 5 metres) merges with the shrubland layer.

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Knowing the relationship between the shrub layer and the tree canopy allows fire managers to design safer areas in the asset protection zones. It is for this reason that vegetation such as Forest Oaks are usually excluded from an inner Protection Area.

Similarly in 'open forests' the height of the forest is sufficiently removed from the shrub layer. As a general rule trees are allowed within an Inner Protection Area where the density of those trees is commensurate with Table 2 below and located on slopes up to 20% with a Westerly aspect.

In respect of trees that can be located in a Inner Protection Area Table 2 provides guidelines.

Table 2 – Tree Density In Inner Protection Area

Distance from dwelling wall	Trees permitted on the exposed side of a dwelling	Trees permitted on the non exposed side of a dwelling
within 5 metres	No trees	No trees
between 5-10 metres	One tree per 100 m ²	2 trees per 100 m ²
Between 10-20 metres	<10 tree per 400 m ²	<10 trees per 400 m ²

There are variations to Table 2.

- Trees vary in height and tree crown width /depth. Some trees have canopies that extend close to the ground (eg < 5 metres from the ground) whilst other trees have canopies that are high off the ground (> 15 metres off the ground). In some cases these tall trees do not have canopies that are affected by undergrowth / tall shrubs that could cause fire to burn into the canopy. Therefore if trees are isolated they do not form a significant risk.
- Similarly smooth barked trees are less of a hazard than heavily barked trees. The latter can cause fire to run up into the canopy and if there is sufficient wind the resulting fire can be of high intensity.
- Similar to the above, the number of trees per 100 m² depends on an individual assessment being undertaken to determine the 'type / size of tree', and its resultant potential impact upon a dwelling.
- The exposed side of a dwelling is the side that is directly affected by a moving fire particularly when fanned by wind. The non-exposed side of a dwelling is the side where fire is unlikely to come from either from a lack of wind, slope or other factors such as a lack of hazardous fuel.

3.0 OUTER PROTECTION AREA (O.P.A)

Rationale: This zone is designed to stop the development of 'intense' fires and the transmission of 'severe' radiated heat.

Physical Appearance: This area assumes all trees will remain but with a modified shrub / grass and litter layer. In some sparse vegetation communities the shrub layer may not require modification.

Fire Fighting Advantage: Reduced fire intensity. It achieves this by denying fire a significant proportion of the fuel to feed upon. Fuels containing small (or fine) leaves such as *Forest Oaks* (or similar) are targeted for removal due to the capacity to burn quickly and therefore feed fire up into adjacent trees.

Measurability: Practitioners measure fuel load in tonnes per hectare. It is assessed by way of measuring the load in a given small quadrat eg. 300mm by 300mm and equating that to a hectare.

Performance Standard: A safe load is between 4-6 T/Ha.

Note: An experienced / qualified bush fire protection practitioner should undertake an individual assessment of a site to determine the requirements within an Asset Protection Zone.

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Photographic Montage Depicting Outer Protection Area

PHOTO - 1



Site Description: This area has a low tree and shrub density but a high presence of native grasses. Almost no litter layer present.

Fire Behaviour: The lack of shrubs means that fire behaviour will be less but the presence of the sloping lands and the heavy presence of grass means that fire can burn quickly up the slope with flame heights between 1200-1800mm.

Maintenance: Maintain the grass height. Shrubs can grow to what is pictured in Photo 1.

Fuel Weight: 2-3 T/Ha

PHOTO - 2



Site Description: This area has increased shrub density and the beginnings of those shrubs linking with the tree canopy. Litter layer is present, but less than 3 T/Ha. The shrub layer is approx 3 T/Ha.

Fire Behaviour: The increase in shrubs means that fire behaviour will be high. Flame heights would be expected to be between 2000mm - 6000mm (depending on fuel loadings and Fire Danger Index).

Maintenance: Maintain the grass height and current density of shrubs.

Fuel Weight: 6 T/Ha.

PHOTO - 3



Site Description: This area has a low tree and shrub density but a high presence of native grasses.

Fire Behaviour: The heavy presence of native grass means that fire can burn quickly through the outer protection area with flame heights of between 1200-3m.

Maintenance: Remove and maintain grass layer/leaf litter by slashing/hand removal.

Fuel Weight: 8-8 tonnes/hectare

PHOTO - 4



Site Description: Outer Protection Area above dwelling showing large rock outcrops, low shrub and tree density.

Fire Behaviour: Fires impacting this area would burn down slope to the dwelling. Flame heights in the order of 1-2 metres.

Maintenance: Management of this area by slashing/hand removal/burning to maintain fuel loading to < 8 tonnes/hectare.

Fuel Weight: < 6 tonnes/hectare
Nil on rock ledges.

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SCHEDULE 3
MAINTENANCE MANUAL FOR ON-SITE DETENTION BASIN AND
BUSHLAND ADJACENT LEVEL SPREADER(BY-LAW 32.1(c))
(Report of Dragonfly Environmental)

DP270371

A p p e n d i x A

Maintenance Manual for On-Site Detention Basin

MAINTENANCE MANUAL
for
BELROSE ON-SITE DETENTION BASIN
AND BUSHLAND ADJACENT LEVEL
SPREADER

Commissioned by: **Mirvac Homes**

Prepared by: **Dragonfly Environmental**
103 Whale Beach Rd
Avalon NSW 2107

November 2003

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WARRINGAH COUNCIL


Authorised Person

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Monitoring/Maintenance of Bushland Adjacent Level Spreader

Timing

The Monitoring and Maintenance regime is as follows:

First 9 months	Fortnightly*
Second 9 months	Monthly*
After 18 months	A minimum of yearly monitoring to be carried out with actions as required. Actions will include weed removal and replanting of wetland species.

*1 person, 1 day with extra time being allocated when additional works are required.

Maintenance undertaken

- 1) Monitoring of growth and health of planted species
- 2) Monitoring of growth and health of existing native species adjacent to and 50m downslope of the Level Spreader
- 3) Monitoring of weed species and observations of the origins of weeds
- 4) Maintenance of planted species, including supplementary planting to maintain desired densities-as required
- 5) Removal of weed species from the area and where possible, identification and control of the factors resulting in weed invasion
- 6) Weed control is via hand removal, herbicide has not been used to date and will only be used where hand removal becomes ineffective.

Weed Species removed

<i>Ageratina adenophora</i>	Herb	Crofton Weed
<i>Isolepis prolifera</i>	Aquatic Weed	
<i>Chrysanthemoides monilifera</i>	Shrub	Bone Seed
<i>Conyza sp.</i>	Herb	Conyza
<i>Kikyu</i>	Grass	Kikyu
<i>Solanum nigrum</i>	Herb	Deadly Night Shade

Additional Site Disturbance

Weed occurrence is exacerbated in some areas by actions (of persons unknown) creating drainage channels resulting in soil/native plant disturbance and concentrated water flows. This area is within the contract zone and is increasing as a problem. Mirvac Homes has been notified, and I continue to maintain this additional disturbed area, however action is required from Council to halt illegal works on the land owned by DIPNR.

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Monitoring and Maintenance of Detention Basin

Timing

The Monitoring and Maintenance regime is as follows:

First 3 months	Fortnightly*
Next 15 months	Monthly*
After 18 months	A minimum of yearly monitoring to be carried out and after storm events with actions as required. Actions will include weed removal and replanting of wetland species.

Maintenance Undertaken

First 3 months

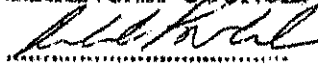
- 1) Water-level control—maintained to ensure plant establishment and growth is maximized. Draining of the detention basin prior to the establishment of these plants (3 months) is conducted in a way that minimizes damage to the surrounding/downslope area.
- 2) Weed removal—all by hand
- 3) Feral animals—monitor for problem animals including mosquitoes, excessive numbers of birds—action maintenance where required.
- 4) Monitoring of plant health and densities with replanting as require dot maintain (increase) density and species diversity.
- 5) Remove debris and rubbish
- 6) Water movement through wetland—identify and action maintenance of erosion, short circuiting, isolated pools, inadequate drainage etc.

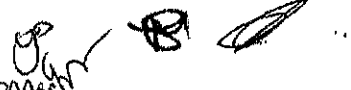
Ongoing Maintenance
Points 2–6

Weed Species Removed

No weed species have grown in the wetland yet.

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MONTHLY INSPECTION CHECKLIST

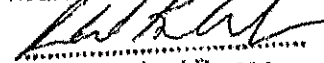
Belrose Detention Basin shall be monitored for the following:

Date.....Name.....

Facility/Item	OK ¹	Routine ²	Urgent ³	Comments/Action ⁴
Water level				
Debris/litter				
Native aquatic vegetation				
Algae				
Weeds---see list				
Carp				
Aeration (is it required)				
Aeration equipment				
Water quality (turbidity and oxygen)				
Note natural vegetation around wetlands				
Waterbirds				
Other				

- 1 The item checked is in good condition, and the maintenance program is adequate.
 - 2 The item checked requires attention, but does not present an immediate threat to the facility function or other daily components
 - 3 The item checked requires immediate attention to keep the facility operational or to prevent damage to other facility components.
- Provide explanation and details if columns 2 or 3 are checked.

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SUMMARY of MAINTENANCE OPERATION and FREQUENCY

Routine inspections of any problems that would impinge on the functions of the wetland should be carried out after each rainfall event in excess of 30mm of rainfall.

Summarised Description of Operations

Item	Inspection	Operation
Litter and debris including clearing inlet from the upstream wetland	Weekly and immediately following flood events	Hand removal and disposal as necessary.
Replanting	As required	Refer to planting layout. Maintain species integrity as in original layout. Dragonfly Environmental for the first eighteen months
Weeds (introduced species, check photographic list in this report)	Weekly, monthly and after flood.	Check for presence. Remove weeds by hand before excessive growth requires the use of herbicides. Alligatorweed, Salvinia and Water Hyacinth are of particular concern, and early action to control these species is essential.
	Monthly	European Carp—look for signs of Carp in shallow water—circles on the water at dusk, nibbles at the edge of the basin, increases in turbidity. If present, contact NSW Fisheries to determine most appropriate action. Mosquito Fish <i>Gambusia</i> sp. are already present in all the wetlands—no action required.
Blue-green algae	Monthly	Check for presence of green surface film, blown by the wind. This may not be a problem alga but check species. If present—contact council.
Water Quality		
Water Turbidity	Weekly	Monitor water turbidity with supplied equipment.

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 Authorised Officer

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MANAGEMENT and MAINTENANCE OBJECTIVES

This Maintenance Manual has been prepared to highlight those areas of the On-Site Detention that will require specific maintenance. The listed actions will minimise the problems associated with pollutants especially nutrients in the runoff, provide storage for detention and enhancement of the aesthetic appeal of the area. The aim of this Manual is to ensure that water quality in the basin is maintained at a level that allows for limited downstream disturbance.

VALUE OF VEGETATION

Plants are important to the efficiency of a wetland treatment system for a number of reasons:

- Dense stands slow the velocity of stormwater moving through the dam and facilitate sedimentation;
- The plants themselves provide uptake of nutrients and metals, although this process is less important from a stormwater quality treatment standpoint;
- They provide a media upon which biofilms develop and it is this biological active zone that is responsible for much of the soluble nutrient removal capability of wetlands;
- Decayed plant material increases the organic content of the sediments which, in turn, promote anaerobic decomposition and improved nitrogen removal.

Wetlands remove pollutants through a complexity of biological, physical and chemical processes.

Plants grow best when not submerged with water during the initial establishment phase. Ideal water depths are less than 100 mm or no more than 1/3 of the plant leaves and stems being under water. After large rain fall events, it is recommended that the basin be drained to 100mm during the first 6 months of the establishment phase.

During the establishment phase plants may be submerged during storm events (duration depends on volume of water discharging into the Lake). If plants remain inundated to more than 1/2 their height for over two weeks plant loss and growth retardation may occur. High velocity flows and associated scouring and erosion may adversely affect seedlings growing in the inlet areas.

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PEST PLANTS and ANIMALS

Identification of weed species

Pest Plants—Background

Weed species are all those plants considered undesirable in the cells. These include: Cumbungi *Typha* spp. (a native plant) *Salvinia* *Salvinia molesta*, Water Hyacinth *Eichhornia crassipes*, Cabomba *Cabomba caroliniana*, Elodea *Elodea canadensis*, Alligatorweed *Alternanthera philoxeroides*, Primrose Willow *Ludwigia peruviana*, Mexican Waterlily *Nymphaea mexicana* and Dense Waterweed *Egeria densa*.

Resources

A copy of "Waterplants in Australia" by Sainty and Jacobs (2003) should be made available to staff responsible for wetland maintenance. Staff should be familiar with the identification of all species planted in the wetland and with the identification of the invaders listed above. Professional advice should be sought from the Royal Botanic Gardens if unidentified plant specimens are found growing in the wetland. A pressed specimen (dried and pressed between newspaper) should be taken or posted to the Herbarium at the Royal Botanic Gardens, Mrs Macquarie's Chair, Sydney 2000, for identification.

Professional advice should be sought as soon as weed control methods appear to be failing.

NB. Herbicides can only be used if the specific purpose is indicated on the label.

Algae—filamentous and blue-green

Filamentous algae such as *Enteromorpha* sp., *Spirogyra* sp., and *Cladophora* sp. may also form dense floating mats that limit light penetration into the water column. Blue-green algae, *Microcystis* and *Anabaena* may also form on the water surface and in the water column. Refer to "Waterplants in Australia" chapter by Gary Jones pages 267–285 and/or "Freshwater Algae in Australia", Entwisle, Sonneman, Lewis published by Sainty and Associates.

Alligator Weed (*Alternanthera philoxeroides*)

Description: A rhizomatous terrestrial or aquatic plant distinguished by hollow stems, opposite lance shaped, stalkless shiny green leaves, and white flowers borne in tight clusters on stalks to about 3 cm long. Note: Alligatorweed is easily confused with other species of *Alternanthera* but is distinguished by the flowers being borne on long stalks.

Noxious throughout Australia and must be controlled.

Control: Aquatic form is attacked by the Alligatorweed Flea Beetle, provided the beetle is in the locality. Biological control is not a useful means of control in the cell and wetland system. It should be eradicated by herbicides.

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Spreads by pieces — it does not set seed.

Manual: Effective for small, young infestations that have not become deeply established.

Chemical: Glyphosate (Roundup) at concentration of 1 part Roundup to 100 parts water will give some degree of control. Metsulfuron (Brushoff) is effective when applied at a concentration obtained by mixing 1 gram product in 10 litres of water (Refer to label before use and adhere to label directions and concentrations).

Licence: A licence to use Brushoff on Alligatorweed is required from EPA.

NB: This weed presents a **major problem** to any wetland development. It is the most invasive weed of wetlands in Australia and is rapidly expanding its range. A W1 noxious weed in the Sydney region and must be controlled.

Water Hyacinth (*Eichhornia crassipes*)

Description: Floating plant with spongy leaves and blue flowers.

Noxious throughout Australia and must be eradicated.

Spreads by seeds and daughter plants.

Control: Biological control insects insufficiently effective in Sydney Region.

Manual control most appropriate for small infestations.

Chemicals: used include diquat (Reglone) and Roundup Blactive. Refer to label and follow directions. Special permits not required. Refer to label before use and follow directions.

NB: Water Hyacinth is also a noxious weed and has the potential to expand into open water and become a greater problem. This species sets seed that can remain viable for at least 15 years in the substrate. Any development that increases the area of open water will enhance the spread of Water Hyacinth. Treatment may be costly if left unchecked but early recognition and hand removal will easily control the outbreak.

Salvinia (*Salvinia molesta*)

Description: A floating fern with "roots" (actually modified leaves) that dangle in the water. The fronds are covered with lantern-shaped hairs that repel water. May be confused with Azolla spp. But Azolla usually has leaves that are reddish.

Noxious throughout Australia and must be controlled.

Spreads by pieces. A hybrid that does not set seed.

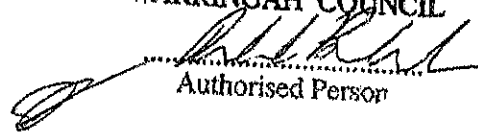
Control: Biological control may be very effective in tropical areas. Unlikely to be successful in Sydney region except where the growth is dense and enrichment is high.

Chemical control using diquat is partially effective. Refer to label and follow directions.

Manual removal is best option. Allow wind to drive the floating plants to a collection point and kill the weed by drying in the sun before disposal as mulch.

NB: In enriched water growth will be rapid, with plants doubling in cover every 10 days. Control in the detention basin is best by hand removal before the infestation gets too large.

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Cumbungi (*Typha orientalis* and *Typha domingensis*)

NB already growing in some wetlands on-going physical and chemical control is required to suppress this species.

Description: Tall reed with characteristic flower spike. Produces extensive rhizomes and one seedling may cover many square meters in one season.

Native species that are not noxious.

Spreads by windblown seeds and rhizomes.

Control manually by hand before infestation becomes too large — ideally at the seedling stage. Operators removing Cumbungi must use suitable protective clothing and conform to OH and S requirements. Dispose of collected material by allowing to dry in sun and then transport to a tip.

Chemical recommended is Roundup Biactive at label rates of application.

No permit required for control, provided it is specified on the label.

NB: These native species are quick colonisers of wetlands especially in the absence of strong competition. The most effective form of control is to remove the plants as soon as they are observed. Where dense stands have developed and physical removal proves impossible, local herbicide application may be necessary.

Floating-leaved plants

(*Azolla* spp., *Lemna* spp., *Spirodela* spp., *Potamogeton tricarlinatus*, *Nymphaea* spp.)

Description: Small native free-floating plants, and floating-attached native and introduced species can cover water when nutrient levels are high. Large mats will stop light entering the water column, reduce disinfecting from sunlight and photo-decomposition of pesticides and other contaminates. Lack of light will also reduce the diversity of invertebrates in the wetland.

Spreads by plants being washed into catchment, dumped there or planted.

Control by hand. Allow wind to drive the free-floating plants to the edge of the pond and rake into buckets. Floating attached plants can be controlled by cutting and/or the application of diquat to the surface leaves.

Licence to do this may be required from the EPA. Dispose onto gardens as mulch; plants are 99% water.

Chemical control is not recommended.

Pest Animals

European Carp, introduced waterbirds, and Mosquito Fish will all impact unfavorably the wetland system including the natural wetland.

European Carp (*Cyprinus carpio*)

Are common in the Region. Carp are bottom feeders and in large numbers stir up the mud causing turbidity. The turbid water may be more prone to outbreaks of blue-green algae. Regular checks should be made to determine if Carp have re-established. Fish net will be required. Check with Australian Wastewater Technologies (AWT) or State Fisheries before harvesting the fish, as to whether a permit is required. Dispose of Carp by burying in a pit 2 m deep. Burying is necessary as unborn carp can live in the bodies of dead fish, emerging after rain or whenever they get wet.

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Mosquitoes

Mosquitoes are a potential pest in the wetlands but in a well-established wetland, in this location, they should not be a significant problem. If mosquito populations do escalate, control methods acceptable to the local health authority should be undertaken.

In a well-designed and managed wetland mosquitoes are rarely a problem and in most cases community education is part of the solution. The creation of diverse habitats, that support predatory insects, minimisation of areas for mosquito larvae to hide, maintenance of flow through the wetland, avoidance of small puddles, algae build up on structures and control over water levels are the main management strategies. Native fish such as (*Galaxias* spp.) and gudgeons will prey on mosquito larvae however these are attacked by Mosquito Fish.

Mosquitoes can be vectors of disease. Insect and fish predators offer the best control.

Look for mosquito larvae in shallow puddled water at the edge of the pond. Check for the presence of Mosquito Fish. If mosquito larvae are present and mosquito disease is an issue consult with Dr Richard Russell, Department of Medical Technology, Westmead Hospital, Westmead, NSW 2145.

Waterbirds


Wetlands are a major bird habitat and in dry periods especially, the wetlands will become a haven for water birds. These birds will, even in normal times, impact on the wetlands, creating increased management problems. This impact may lead to a decrease in the performance of the wetlands, particularly with respect to infection, resulting in decreased water quality. Birds such as purple water hen, ducks, and reed warblers inhabit the wetlands permanently while others are itinerant. Some birds, notably Purple Swamp Hens cause severe damage to the plants by trampling, eating shoots and the more succulent leaves and using plant parts for nesting material. As long as this occurs on a limited basis, little detrimental effect on the wetland and its performance will occur. However if significant impact occurs, professional advice should be sought.

Mallards, Muscovy and other domestic ducks and domestic geese should be removed. Check with National Parks and Wildlife Service for approval to harvest the birds, and the appropriate method of doing this. **Feeding of waterbirds must be vigorously discouraged.**

Educate residents not to feed the ducks nor release domestic waterfowl into the system. The densely vegetated marsh zone, proposed for this wetland, is not a favored habitat for water fowl.

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SAFETY

Safety for Operators

OH and S. Occupational Health and Safety Act 1983, applies to employers and employees. There is a requirement that all reasonably practicable steps be taken to protect employees' health and safety at work.

Signage should be erected in accordance with AS 2899.0-1986, AS 2899.1-1986, AS 2899.2-1986. They should be multi-directional and descriptive as well as diagrammatic.

Protective Clothing:

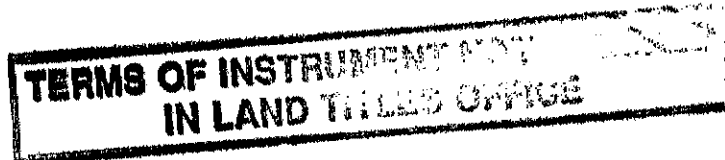
Work within the wetland will require the use of thigh boots and gumboots. Wet weather gear, including gloves, hats, hazardous chemicals protective clothing, change of overalls, washing and showering facilities should also be available on site.

REFERENCES

Waterplants of NSW and Waterplants in Australia by Sainty and Jacobs. Published by Sainty and Associates


Freshwater Algae in Australia, Entwisle, Sonneman and Lewis. Published by Sainty and Associates

NSW Department of Housing (1998): *Managing Urban Stormwater. Soils and Construction* (3rd Edition). NSW Department of Housing, Sydney.



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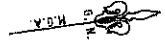
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CONCEPT PLAN
 REDUCTION RATIO 1: 600



DAMES ROAD
 (20.115 WIDE)

DP270371

PLAN OF
 DEVELOPMENT CONCEPT FOR
 SEAVIEW RISE COMMUNITY SCHEME,
 17 DAMES ROAD, BELROSE

Prepared by:
 GARDNER, JOHN DAVID
 a.s., GRABER & BROSSE PTY LTD, 11 BRIDGE ST, BELMONT NSW 2160.
 certify that this is a plan of development which complies with the
 requirements of the Environmental Planning and Assessment Act 1979 and
 the Environmental Planning and Assessment Regulation 2000.

Signed: *Carol Hogg*

MANAGEMENT STATEMENT

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 66 67

D.P. 811486

All bank

OPEN ACCESSWAY PLAN

REDUCTION RATIO 1:400

THIS PLAN ILLUSTRATES OPEN ACCESSWAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT, 1993

MANAGEMENT STATEMENT

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DAVES

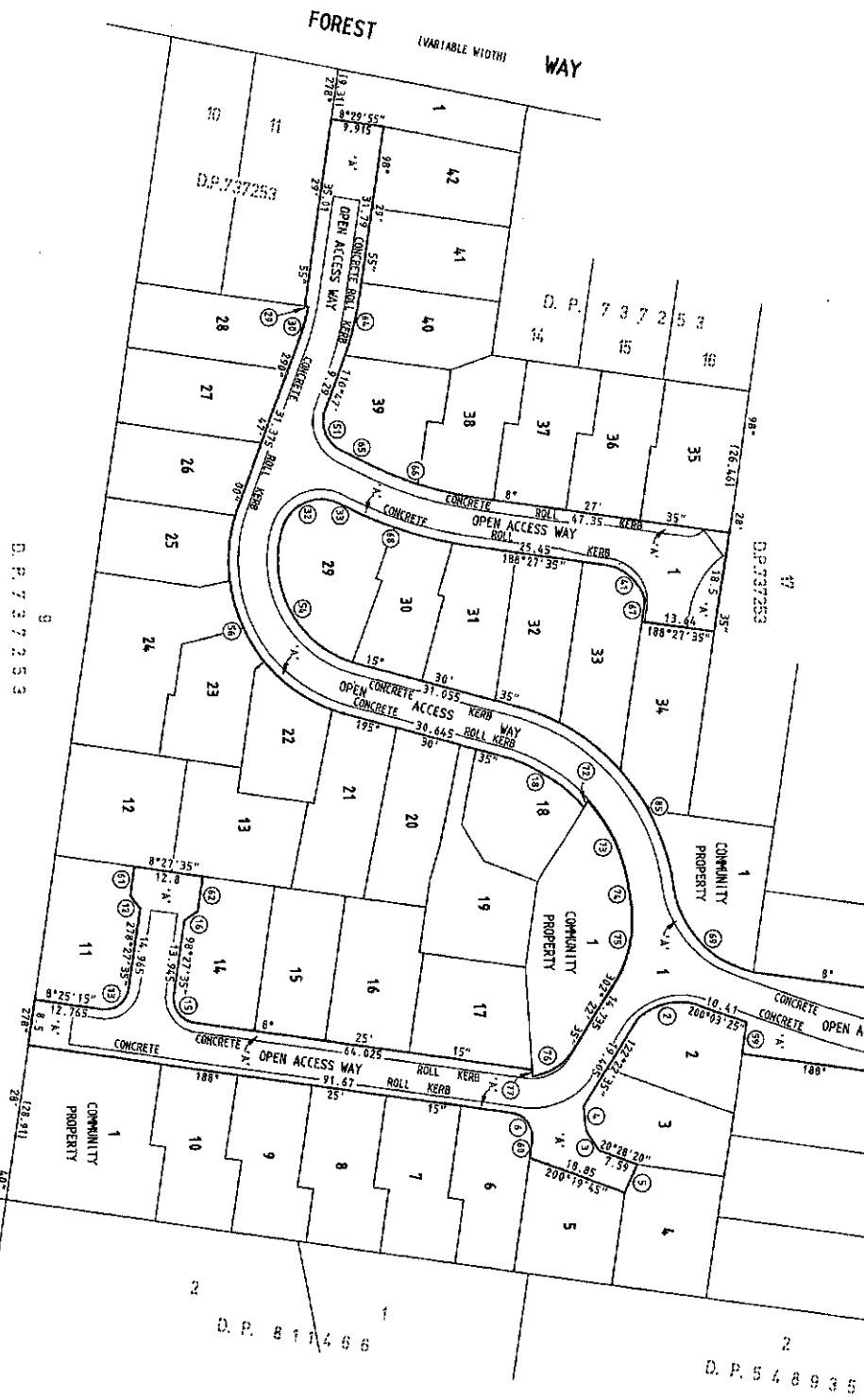
ROAD

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PLAN OF ACCESSWAY WITHIN SEAVIEW RISE COMMUNITY SCHEME, 17 DAVES ROAD, BELROSE

1. GRAHAM JOHN HALL
 611, ROSSIE & RIVERS, 2011, 1001, 11, BRIDGE ST, BELROSE, 2101.
 certify that this is a plan of the accessway scheme as described in the Management Statement for the development shown in Council's/Proprietor's/Manager's Form No.

Signed: *Graham John Hall*



NOTES:
 1. 'X' DENOTES SHARED ACCESS & LANDSCAPING
 2. 'B' DENOTES LANDSCAPING

MANAGEMENT STATEMENT 1703

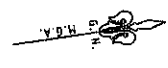
SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
2	166°22'30"	10.635	10.81	11.37
3	56°38'55"	6.555	6.555	6.555
4	89°34'05"	6.545	6.545	6.545
5	115°04'30"	5.65	5.65	5.65
6	233°26'25"	5.585	5.585	5.585
7	233°27'35"	3.106	3.106	3.106
8	322°27'35"	6.36	6.36	6.36
9	53°26'25"	6.365	6.365	6.365
10	143°27'35"	3.04	3.04	3.04
11	217°30'15"	17.73	17.73	17.73
12	188°29'35"	0.66	0.66	0.66
13	286°29'35"	7.146	7.146	7.146
14	157°12'10"	11.4	11.4	11.4
15	157°12'10"	2.285	2.285	2.285
16	104°40'50"	9.48	9.48	9.48
17	221°47'30"	10.47	10.47	10.47
18	68°43'55"	8.04	8.04	8.04
19	61°29'15"	32.19	32.19	32.19
20	61°29'15"	49.85	49.85	49.85
21	218°27'35"	3.285	3.285	3.285
22	218°27'35"	5.495	5.495	5.495
23	98°27'35"	6.505	6.505	6.505
24	104°38'25"	12.625	12.625	12.625
25	26°40'50"	6.225	6.225	6.225
26	17°34'10"	20.8	20.8	20.8
27	218°34"	4.065	4.065	4.065
28	197°34'10"	23.75	23.75	23.75
29	47°50'15"	21.98	21.98	21.98
30	122°06'	1.465	1.465	1.465
31	254°56'35"	17.74	17.74	17.74
32	261°10'46"	2.905	2.905	2.905
33	281°46'46"	15.64	15.64	15.64
34	327°23'55"	9.085	9.085	9.085
35	86°18'20"	1.245	1.245	1.245
36	49°10'15"	44.32	44.32	44.32
37		46.975	46.975	46.975
38		39.98	39.98	39.98

SERVICES PLAN

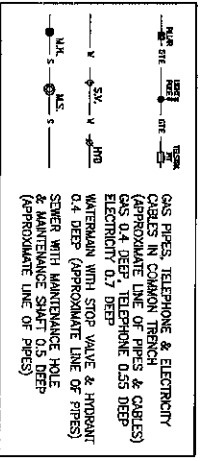
REDUCTION RATIO 1:300

D.P. 2 0 2 8 7 SEE
 18 19
 DIAGRAM 21
 D.P. 2 0 2 2 2
 22 23 24



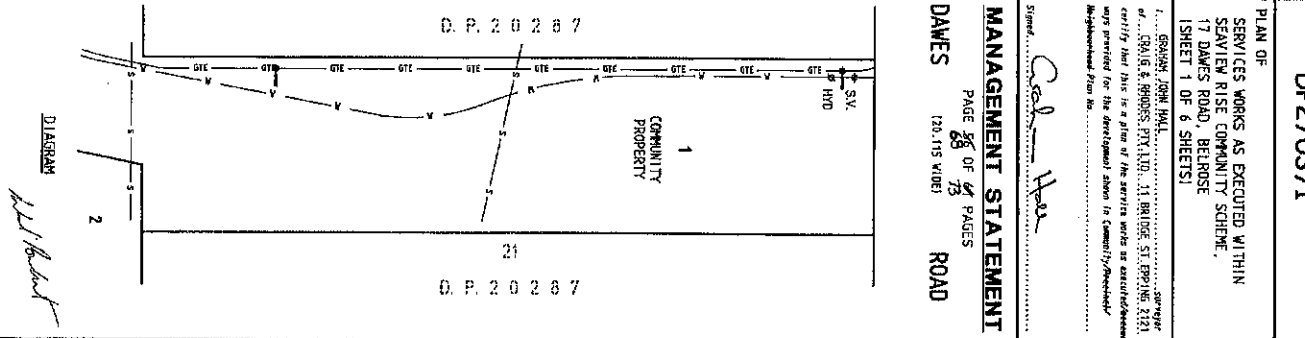
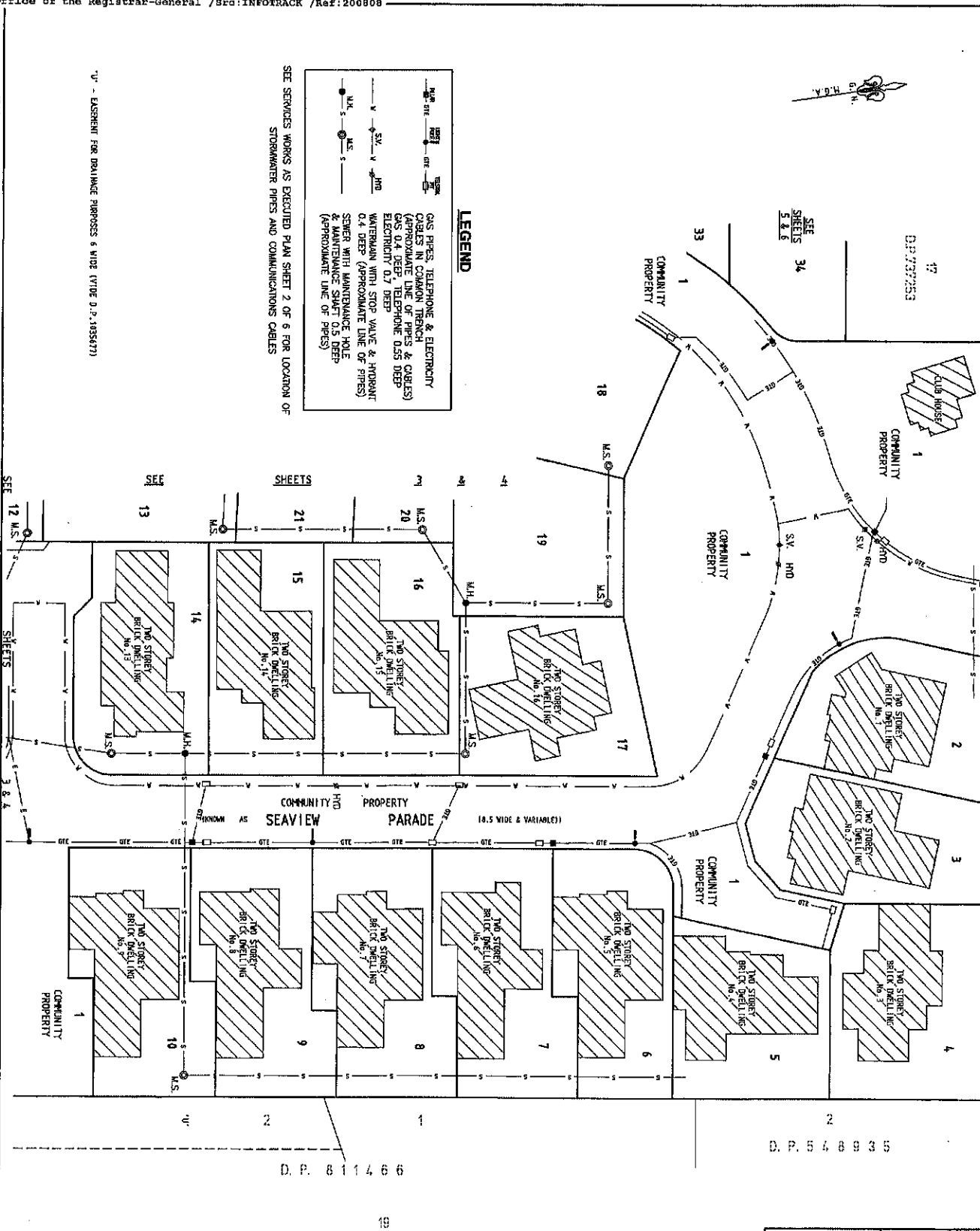
SEE SHEETS 34, 35 & 36

LEGEND



SEE SERVICES WORKS AS EXECUTED PLAN SHEET 2 OF 6 FOR LOCATION OF STORMWATER PIPES AND COMMUNICATIONS CABLES

'u' - EASEMENT FOR DRAINAGE PURPOSES 6 MIDE (VIDE D.P. 1056477)



DP270371

PLAN OF SERVICES WORKS AS EXECUTED WITHIN SEAVIEW RISE COMMUNITY SCHEME, 17 DAWES ROAD, BELROSE (SHEET 1 OF 6 SHEETS)

1. GRANITE JOHN HALL
 of GRANITE & BROSSES PTY LTD, 11 BRIDGE ST, BELROSE, 2121
 certify that this is a true and correct copy of the services works as executed/developed/implemented from the original plan No. _____

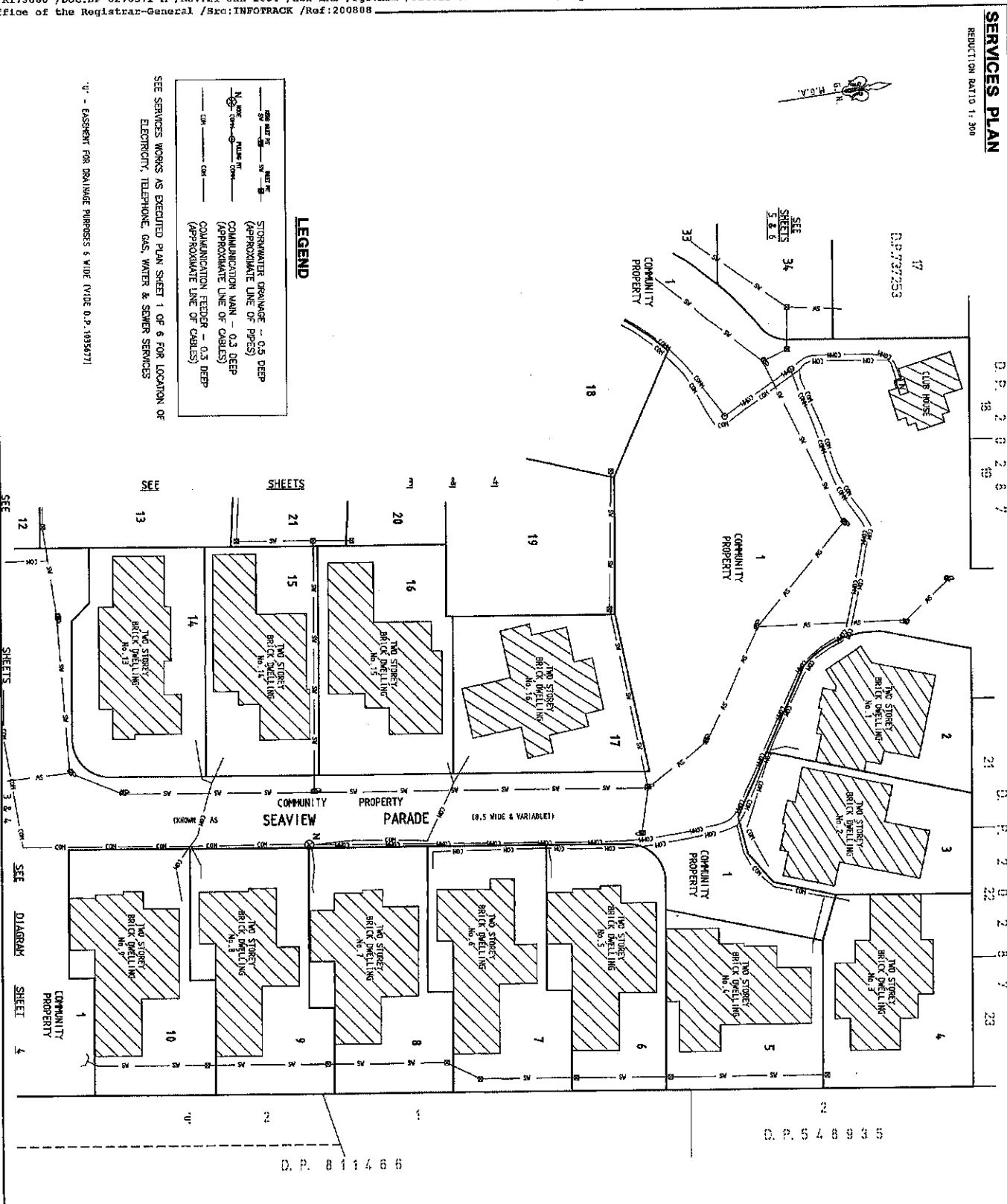
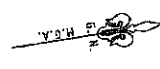
Signature: *John Hall*

MANAGEMENT STATEMENT

PAGE 68 OF 73 PAGES
 DAWES ROAD (20.115 WIDE)

SERVICES PLAN

REDUCTION RATIO 1:300



LEGEND

- 0.5 DEEP STORAGE TANK (APPROXIMATE LINE OF PIPES)
- 0.5 DEEP COMMUNICATION MAIN (APPROXIMATE LINE OF PIPES)
- 0.5 DEEP COMMUNICATION FEEDER (APPROXIMATE LINE OF PIPES)
- 0.5 DEEP COMMUNICATION FEEDER (APPROXIMATE LINE OF CABLES)

SEE SERVICES WORKS AS EXECUTED PLAN SHEET 1 OF 6 FOR LOCATION OF ELECTRICITY, TELEPHONE, GAS, WATER & SEWER SERVICES

* - EASEMENT FOR DRAINAGE PURPOSES 6 METER WIDE (V.I.D.C. 0.1.1935677)

DP270371

PLAN OF SERVICES WORKS AS EXECUTED WITHIN SEAVIEW RISE COMMUNITY SCHEME, 17 DAVES ROAD, BELMOSHE (SHEET 2 OF 6 SHEETS)

I, **GRAHAM JOHN HALL**, Surveyor of... certify that this is a plan of the service works as executed...
 My Commission Expires: 11.08.2021

MANAGEMENT STATEMENT

PAGE 59 OF 64 PAGES

Handwritten signature

SERVICES PLAN

REDUCTION RATIO 1:300

MANAGEMENT STATEMENT

PAGE 56 OF 75 PAGES

DP270371

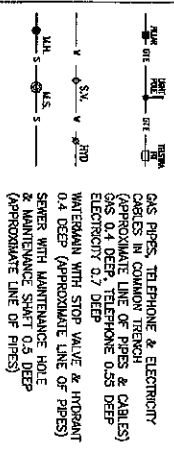
PLAN OF SERVICES WORKS AS EXECUTED WITHIN SEAVIEW RISE COMMUNITY SCHEME, 17 DAMES ROAD, BELROSE (SHEET 3 OF 6 SHEETS)

I, GRAHAM JOHN HALL, Surveyor of GRAHAM & HODGES PTY. LTD., 11 BRIDGE ST., BELROSE, BELROSE certify that this is a plan of the services works as executed/works provided for the development shown in Community/Property Management Plan No. DP270371.

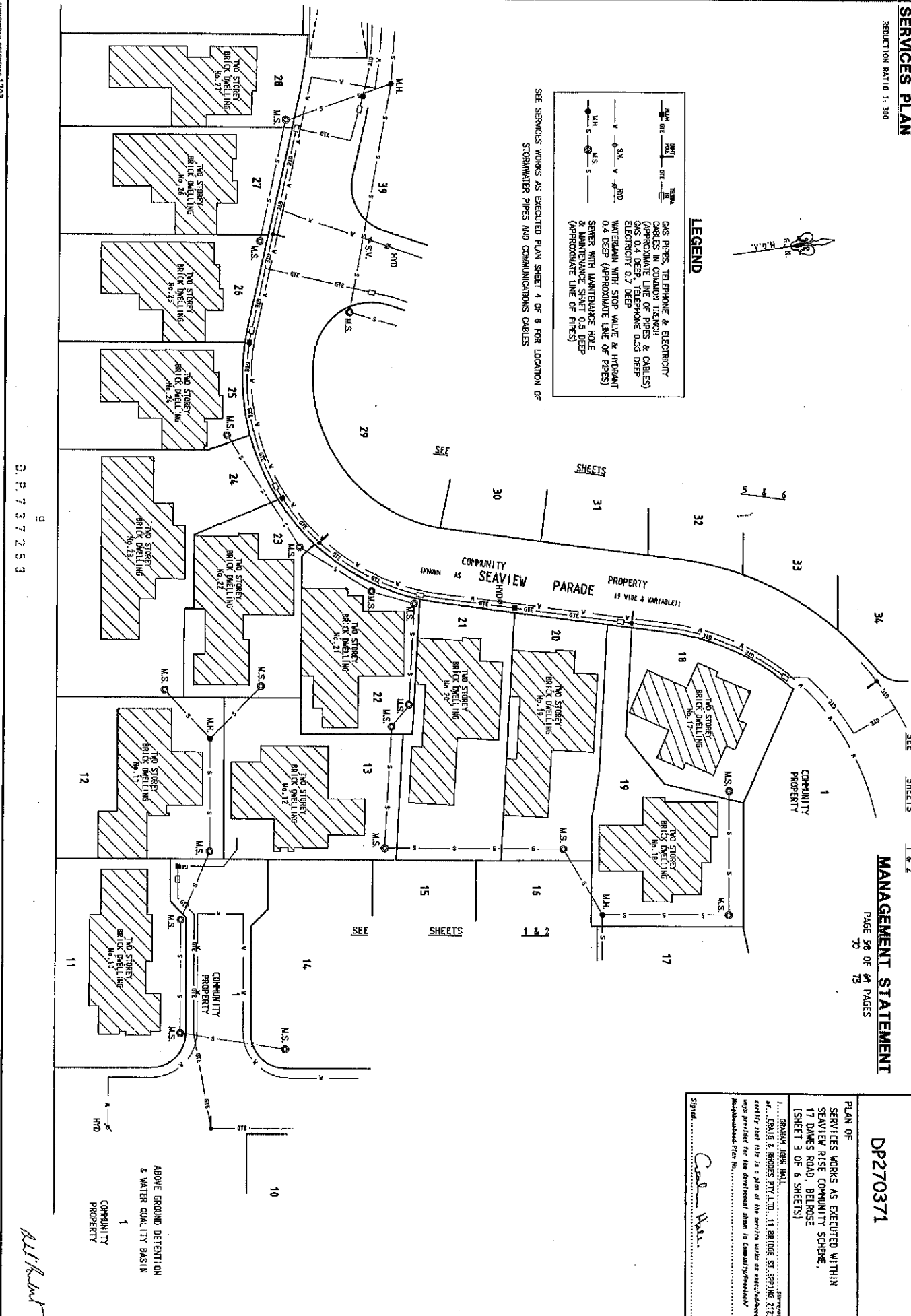
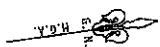
Signed:

Graham Hall

LEGEND



SEE SERVICES WORKS AS EXECUTED PLAN SHEET 4 OF 6 FOR LOCATION OF STORMWATER PIPES AND COMMUNICATIONS CABLES



D.P. 7 3 7 2 5 3

SERVICES PLAN

REDUCTION RATIO 1: 300

MANAGEMENT STATEMENT

PAGE 01 OF 04 PAGES
72 73

D.P. 20287

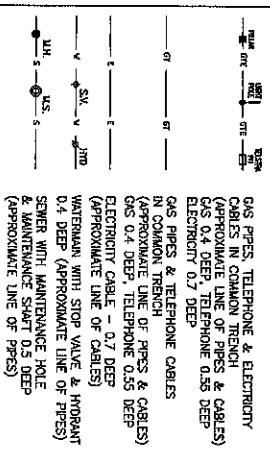
DP270371

PLAN OF SERVICES WORKS AS EXECUTED WITHIN SEAVIEW RISE COMMUNITY SCHEME, 17 DAMES ROAD, BELROSE (SHEET 5 OF 6 SHEETS)

GRAND, JOHN HALL,
 17 DAMES ROAD, BELROSE, ST. GEORGE, 2121
 certifies that this is a plan of the services works as executed
 which were provided for the development shown in Community/Provision/
 Memorandum Form No.

Signature: *John Hall*
 Date: 11/01/2021
 M.C.A.

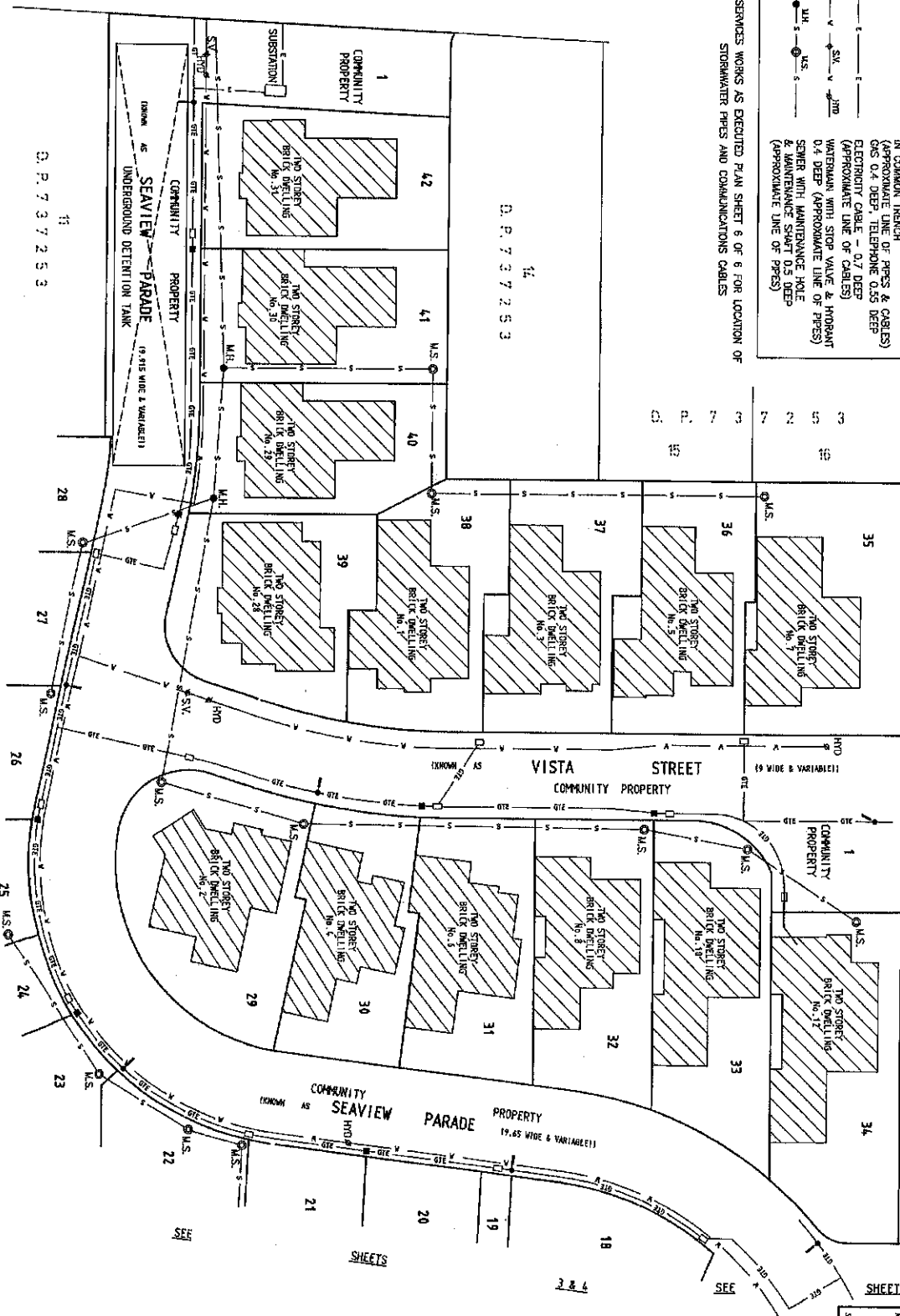
LEGEND



FOREST

(VARIABLE WIDTH)

WAY



D.P. 737253

D.P. 737253

SHEETS

SHEETS

John Hall

SERVICES PLAN

REDUCTION RATIO 1: 300

MANAGEMENT STATEMENT

PAGE 73 OF 73 PAGES

D.P. 20287

DP270371

LEGEND

- 0.5 DEEP STORMWATER DRAINAGE (APPROXIMATE LINE OF PIPES)
- 0.3 DEEP COMMUNICATION MAIN (APPROXIMATE LINE OF CABLES)
- 0.3 DEEP COMMUNICATION FEEDER (APPROXIMATE LINE OF CABLES)

SEE SERVICES WORKS AS EXECUTED PLAN SHEET 5 OF 6 FOR LOCATION OF ELECTRICITY, TELEPHONE, GAS, WATER & SEWER SERVICES

TERMS OF INSTRUMENT NOT CHECKED IN LAND TITLES OFFICE

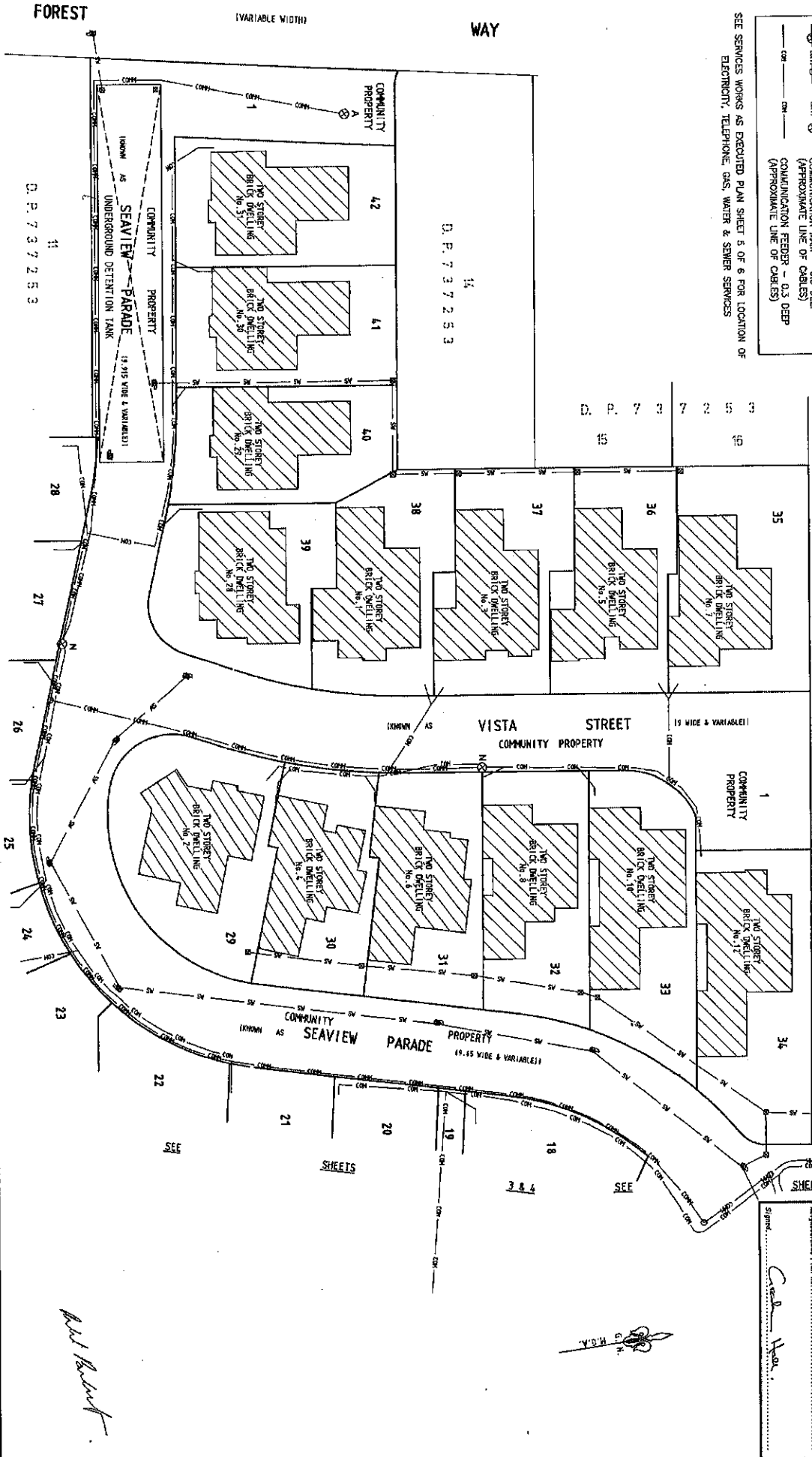
D.P. 737253

SHEETS 1 & 2

PLAN OF SERVICES WORKS AS EXECUTED WITHIN SEAVIEW RISE COMMUNITY SCHEME, 17 DAMES ROAD, BELMORSE (SHEET 6 OF 6 SHEETS)

GRABER, JOHN HALL
 17 DAMES ROAD, BELMORSE, N.S.W. 2161
 I, JOHN HALL, being the person named in the above instrument, do hereby certify that this is a plan of the services works as executed within the above mentioned area, and that the same are in accordance with the approved plan.

Signed: *John Hall*
 J. H. HALL
 D.M.A.



STATEMENT 5 REFERENCE: 1703

D.P. 737253

SEE SHEETS 3 & 4

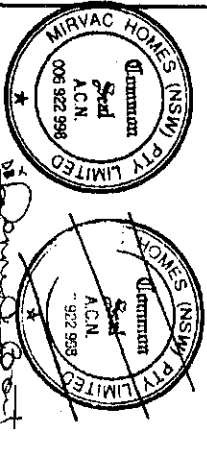
SEE SHEETS 5 & 6

PLAN FORM 1

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE
 1. EASEMENT FOR DRAINAGE PURPOSES 6 WIDE

SIGNED by me VINCENT FERNANDEZ RAMOS as delegate of the Minister administering the Environmental Planning and Assessment Act, 1979, and I hereby certify that I have no notice of the revocation of such delegation.



PLAN APPROVED
 Land District
 Paper No.
 Field Book
 Authorising Officer
 Dates

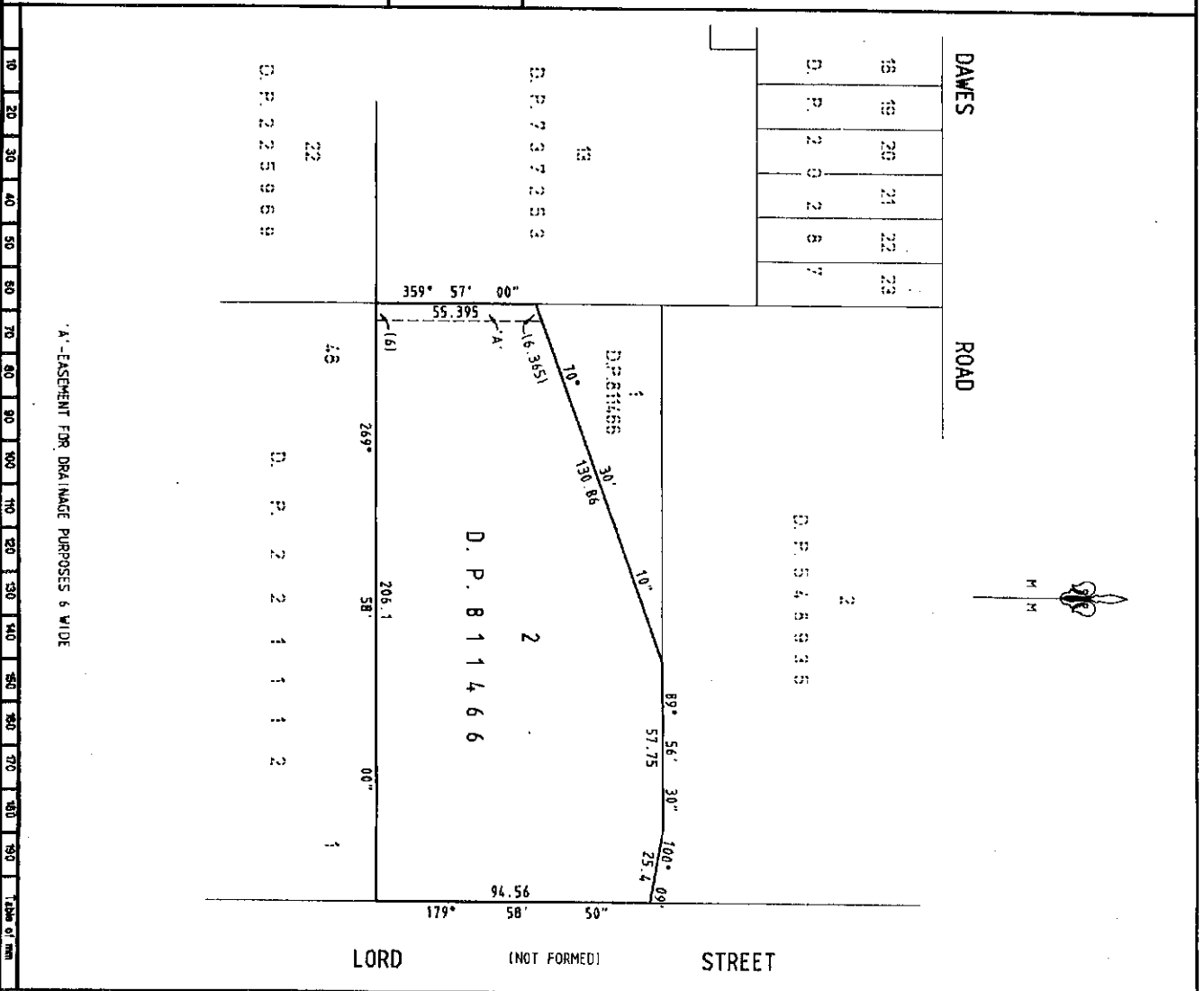
Subdivision Certificate
 I certify that the provisions of s.209J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed
 shortest subdivision or new road
 set out herein

* Authorised Person/General Manager/Accredited Certifier
 Consent Authority
 Date of Endorsement
 Accreditation no.
 Subdivision Certificate no.
 File no.

Note:
 When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.
 Where a signature is inscribable

STATEMENT REFERENCE 1703

Plan Drawing only to appear in this space



DP1035677

Registered 16-11-2001

C.A. : TORRENS

Title System : TORRENS

Purpose : EASEMENT

Ref. Map : U 1860 - 1

Last Plan : DP811466

PLAN
 OF EASEMENT FOR DRAINAGE PURPOSES 6 WIDE WITHIN LOT 2 D.P. 811466

Lengths are in metres. Reduction Ratio is 1:500

LGA: WARRINGAH
 Suburb/Locality: BELROSE
 Parish: MANLY COVE
 County: CUMBERLAND

Plans used in preparation of survey / compilation.
 D.P. 20287
 D.P. 737253
 D.P. 811466

1. ANDREW JOHN FALMARECK
 of CRAIG & RHODES PTY LTD
 11 BRIDGE ST. EPPING 2121

I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the above is a true and correct copy of the plan as shown to me by the Surveyor-General on the 15th November 2000 and was completed on 15th November 2000. The survey was completed on 15th November 2000.

I hereby certify that the land actually surveyed or specified any land shown in the plan that is not the subject of the survey/ datum line.
 Andrew John Falmareck
 Surveyor registered under the Surveyors Act 1979

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, 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

Sheet 1 of 2 Sheets

Plan of Easement for Drainage Purposes
6 Wide within Lot 2 D.P.811466

DP1035677

PART 1

Full Name and Address of Proprietor of Land:

MINISTER ADMINISTERING
THE ENVIRONMENTAL PLANNING
& ASSESSMENT ACT
C/- Department of Urban Affairs and Planning
PO Box 404
PARRAMATTA NSW 2124

1. Identity of Easement firstly referred to in the abovementioned plan.

EASEMENT FOR DRAINAGE PURPOSES
6 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

2/811466

Lots Benefited

13/737253 & 20/20287

Dennis Beatt



INSTRUMENT SETTING OUT TERMS OF EASEMENTS, 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

Sheet 2 of 2 Sheets

Plan of Easement for Drainage Purposes
6 Wide within Lot 2 D.P.811466

DP1035677

PART 2

1. **TERMS OF EASEMENT FOR DRAINAGE PURPOSES 6 WIDE FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

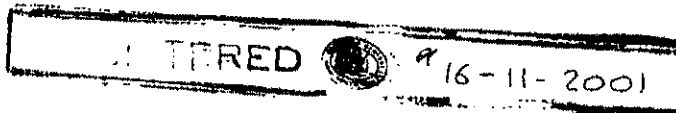
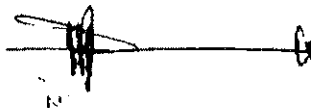
Easement to Drain Water as set out in Schedule 8 Part 3 of the Conveyancing Act 1919 TOGETHER WITH the right of the land benefited to enter upon the site of the above easement on the land burdened to clean and maintain drainage structures such as level spreader, earth diversion drains and mounds and other drainage structures to ensure stormwater discharged by the land benefited on the land burdened is carried out in accordance with the environmental specifications of Warringah Council AND PROVIDED THAT the terms of the subject easement shall only benefit the land benefited until such time as the land burdened is subdivided for residential purposes in accordance with a development consent issued by Warringah Council.

Signed by me VINCENT FERNANDEZ RAMOS
as Delegate of the
DEPARTMENT OF URBAN AFFAIRS
AND PLANNING who hereby declares
that he has no notice of the revocation
of the delegation in the presence of



.....
Department of Urban Affairs and Planning
by its Delegate

Dennis J. Best



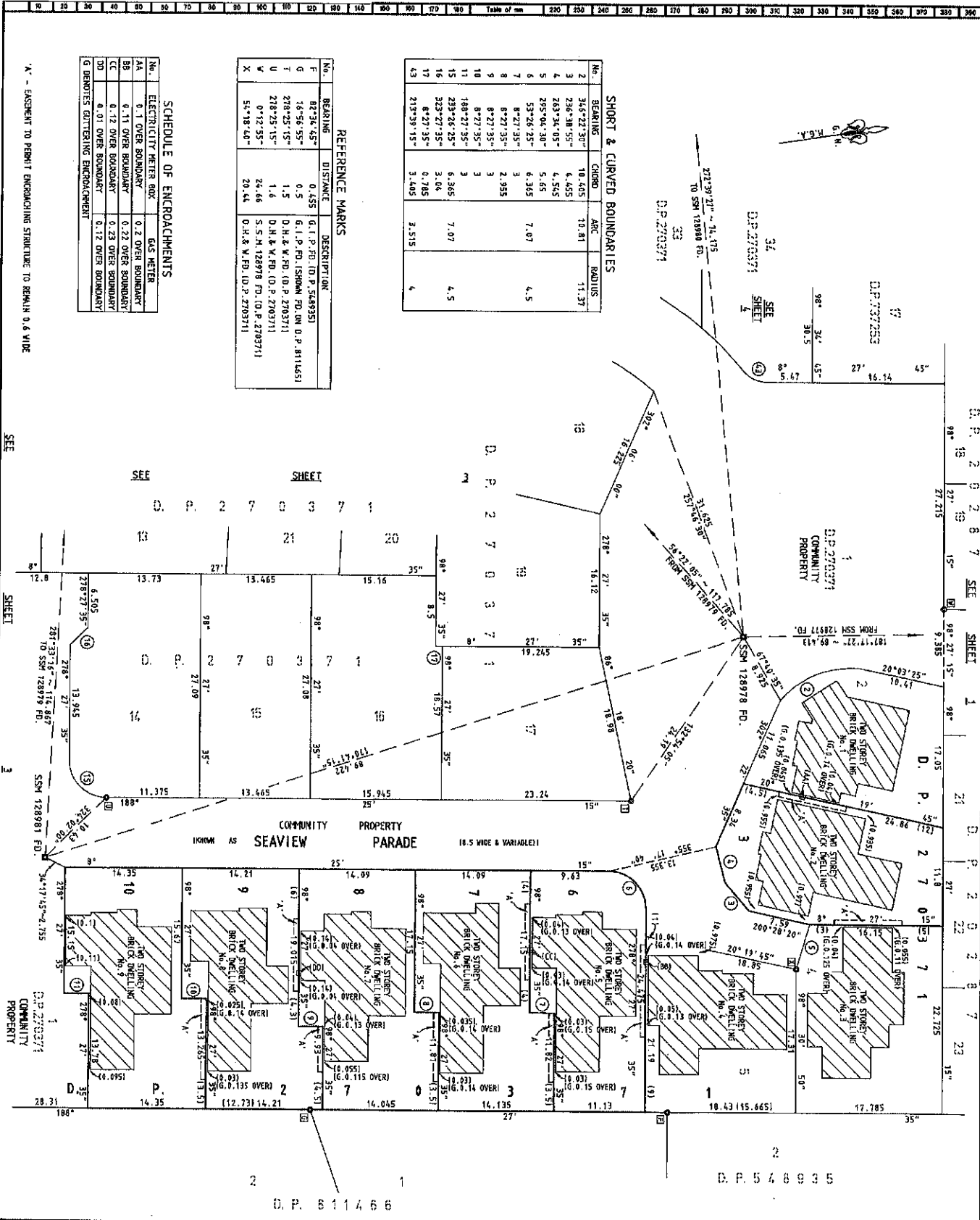
WARNING: SCISSOR OR FOLDING WILL LEAD TO REJECTION

No.	BEARING	CURVD	ARC	RADIUS
2	345° 22' 30"	10.405	10.81	11.37
3	236° 38' 55"	4.455		
4	263° 34' 05"	4.545		
5	285° 04' 30"	5.65		
6	53° 26' 25"	6.365	7.07	4.5
7	8° 27' 35"	2.955		
8	8° 27' 35"	3		
9	8° 27' 35"	3		
10	8° 27' 35"	3		
11	188° 27' 35"	3		
12	229° 26' 25"	6.365	7.07	4.5
13	323° 27' 35"	3.04		
14	8° 27' 35"	0.785		
15	213° 39' 15"	3.405	3.515	4

No.	BEARING	DISTANCE	DESCRIPTION
F	82° 34' 45"	0.455	G.I.P. FD. (D.P. 248935)
G	16° 56' 55"	0.5	G.I.P. FD. (SHOWA FD. ON D.P. 811451)
H	278° 25' 15"	1.5	D.H. & W. FD. (D.P. 270371)
T	278° 25' 15"	1.6	D.H. & W. FD. (D.P. 270371)
U	0° 12' 55"	24.66	S.S. H. (28978 FD. (D.P. 270371)
V	54° 18' 40"	20.44	D.H. & W. FD. (D.P. 270371)

No.	SCHEDULE OF ENCROACHMENTS
AA	ELECTRICITY METER BOX GAS METER
BB	0.1 OVER BOUNDARY 0.2 OVER BOUNDARY
CC	0.11 OVER BOUNDARY 0.22 OVER BOUNDARY
DD	0.12 OVER BOUNDARY 0.23 OVER BOUNDARY
DD	0.01 OVER BOUNDARY 0.12 OVER BOUNDARY
DD	0.01 OVER BOUNDARY 0.12 OVER BOUNDARY
DD	0.01 OVER BOUNDARY 0.12 OVER BOUNDARY

X - EASEMENT TO PERMIT ENGROACHING STRUCTURE TO REMAIN 0.6 WIDE



DP1065703

Registered: 23.4.2004

This is sheet 2 of 5 sheets

Under 27th JANUARY 2004.

Surveyor registered under Surveyor Act 1959

Surveyor General of New South Wales

Controlled by Subordinate Contractors Inc.

Authorised Person/Owner/Manager/Authorised Officer

For use where shown in Schedule in this plan on Plan Form 2.



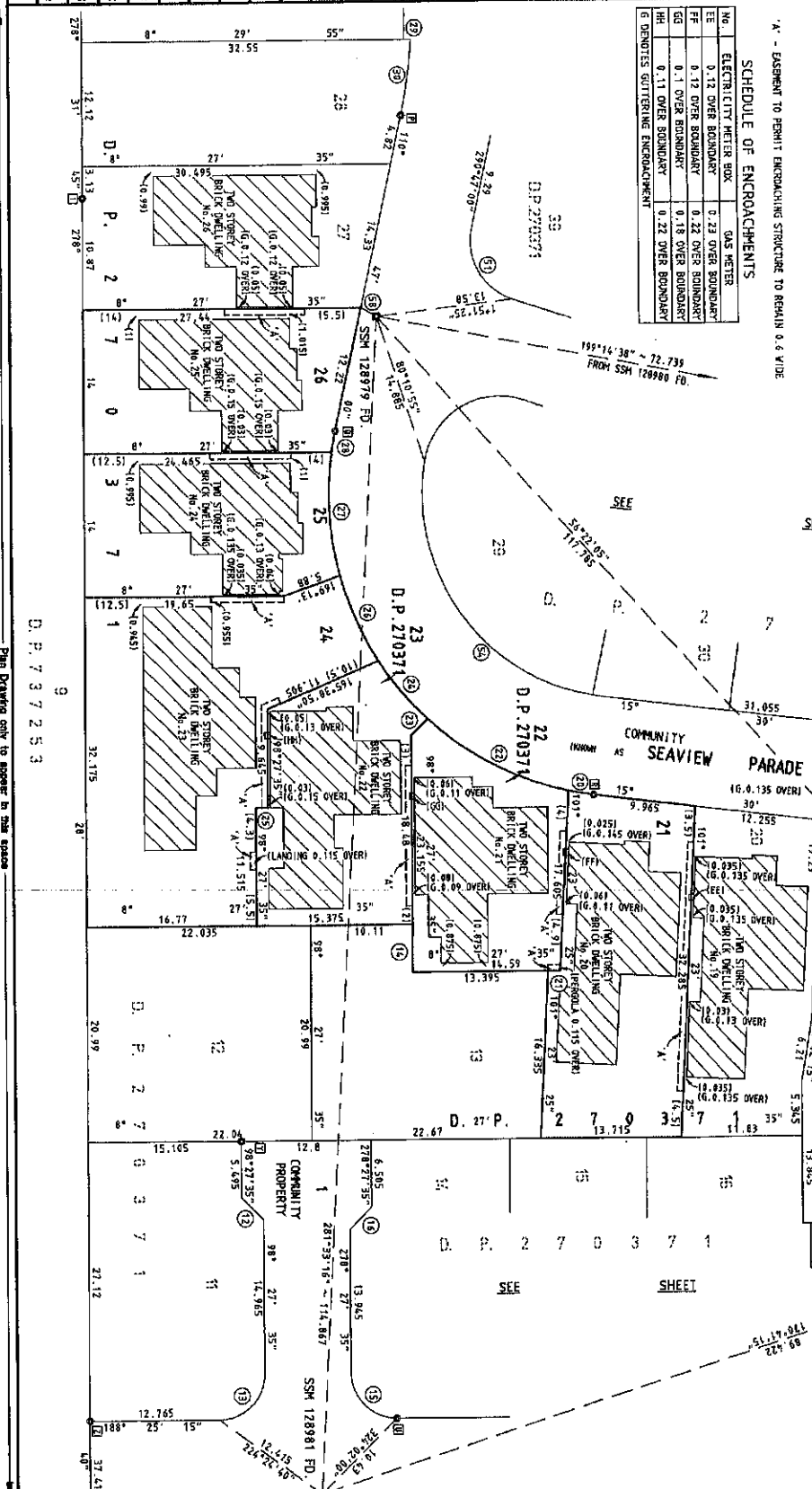
Scale: 1:300
 S.M. SYMONS
 SURVEYOR
 1703 REPORT

WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION

No.	BEARING	CURVED	ARC	RADIUS
12	S 53° 27' 35" E	3.04		
13	N 43° 26' 25" E	6.36	7.045	4.5
14	S 88° 27' 35" E	4.635		
15	S 23° 26' 25" E	6.365	7.07	4.5
16	S 32° 27' 35" E	3.04		
17	S 23° 26' 25" E	17.73	17.995	30.33
18	S 32° 27' 35" E	3.24		
19	S 15° 30' 35" E	2.58	29.65	
20	S 18° 00' 05" E	2.58		
21	S 188° 27' 35" E	1.195	29.65	
22	S 35° 44' 18" E	15.59	15.775	
23	S 142° 36' 45" E	2.27		
24	S 58° 14' 20" E	7.485	29.65	
25	S 188° 27' 35" E	1.2		
26	S 74° 27' 35" E	9.13	29.65	
27	S 92° 58' 35" E	12.085	12.17	29.65
28	S 108° 44' 55" E	2.095	29.65	
29	S 87° 29' 55" E	0.66		
30	S 106° 28' 35" E	7.46	7.465	49.85
31	S 213° 39' 15" E	3.515		
32	S 248° 43' 55" E	8.04	8.085	4
33	S 61° 37' E	28.825	32.19	20
34	S 37° 10' 40" E	29.525	30.24	39.98

No.	BEARING	DISTANCE	DESCRIPTION
1	S 9° 53' 05" E	0.5	G.I.P. FD. (COMMON FD. ON D.P. 811465)
2	S 200° 47' E	1.7	D.H. & W. FD. (D.P. 270371)
3	S 200° 47' E	1.7	D.H. & W. FD. (D.P. 270371)
4	S 105° 30' 35" E	1.5	D.H. & W. FD. (D.P. 270371)
5	S 105° 30' 35" E	1.5	D.H. & W. FD. (D.P. 270371)
6	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
7	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
8	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
9	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
10	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
11	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
12	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
13	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
14	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
15	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
16	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
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19	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
20	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
21	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
22	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
23	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
24	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
25	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
26	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
27	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
28	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
29	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
30	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
31	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
32	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
33	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
34	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
35	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
36	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
37	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
38	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
39	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
40	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
41	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
42	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
43	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
44	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
45	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
46	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
47	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
48	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
49	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
50	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
51	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
52	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
53	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
54	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)
55	S 248° 01' 40" E	8.745	D.H. & W. FD. (D.P. 270371)

No.	ELECTRICITY METER BOX	Gas METER
1	0.12 OVER BOUNDARY	0.22 OVER BOUNDARY
2	0.12 OVER BOUNDARY	0.22 OVER BOUNDARY
3	0.12 OVER BOUNDARY	0.22 OVER BOUNDARY
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43	0.12 OVER BOUNDARY	0.22 OVER BOUNDARY
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51	0.12 OVER BOUNDARY	0.22 OVER BOUNDARY
52	0.12 OVER BOUNDARY	0.22 OVER BOUNDARY
53	0.12 OVER BOUNDARY	0.22 OVER BOUNDARY
54	0.12 OVER BOUNDARY	0.22 OVER BOUNDARY
55	0.12 OVER BOUNDARY	0.22 OVER BOUNDARY



DP1065703

Registered 23. 4. 2004

This is subject of the plan to 4 sheets dated 22nd JANUARY 2004

Colin Healy

Surveyor Registered under Surveyor Act 1980

2004 is subject of the plan to 4 sheets owned by Southern Crossfields Pty Ltd

Approved Planning/Owner Designer/Authorised Officer

For use where stated is substituted in any plan on Plan Form 2

Scale: 1:300

Shaded Areas: 1:300

CONVEYANCE STATEMENT

[Signature]

MIRVAC HOMES (NSW) PTY LIMITED

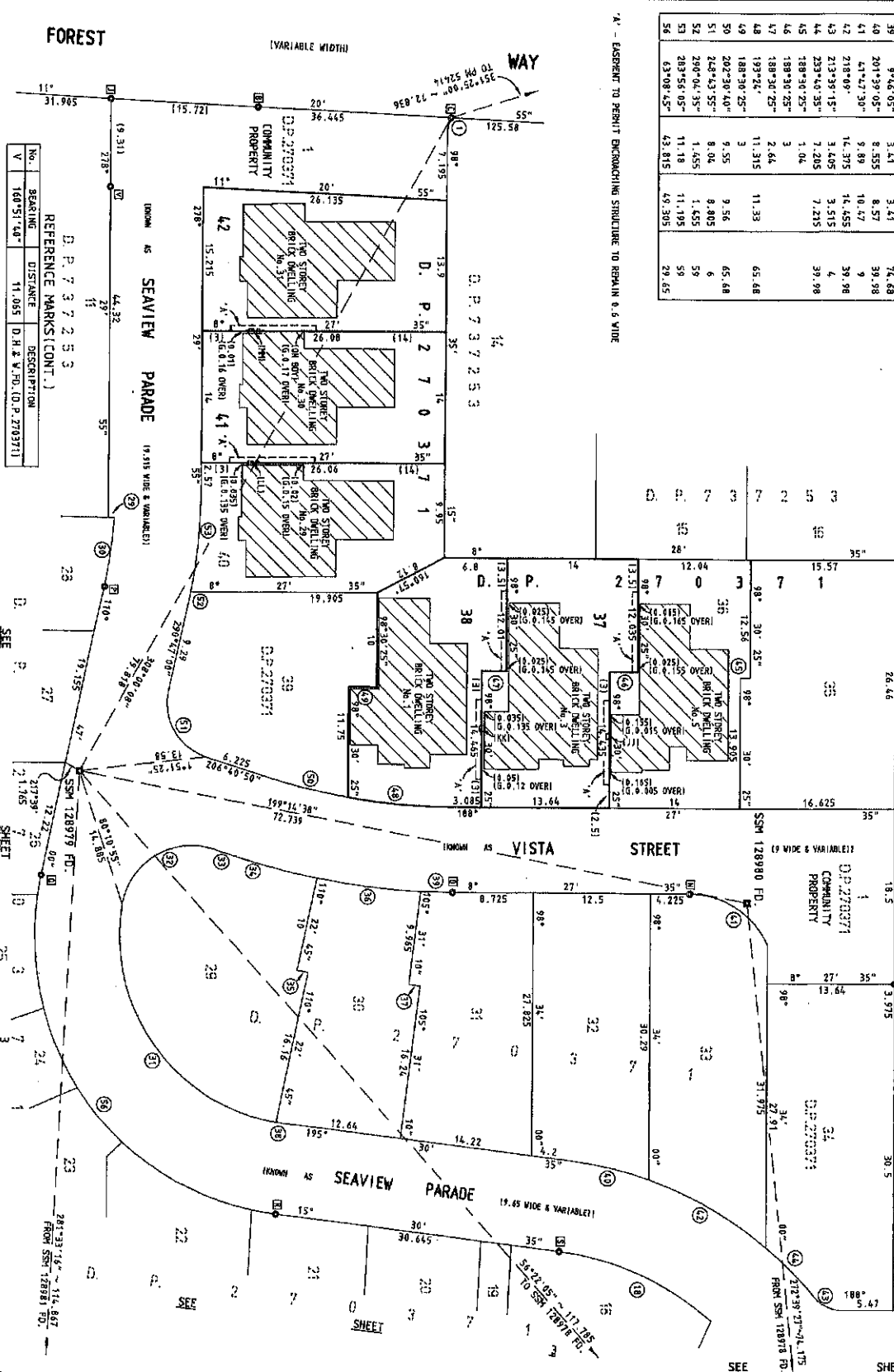
1703 REPORT

WARNING: REASING OR FOLDING WILL LEAD TO REJECTION

No.	BEARING	CHORD	ARC	RADIUS
1	111°29'05"	1.455	1.66	3.66
2	327°36'15"	17.73	17.995	30.33
3	87°29'15"	0.66	7.465	49.85
4	105°29'35"	7.64	20	7.5
5	242°44'40"	28.275	31.4	7.5
6	331°12'10"	11.4	12.955	7.5
7	26°46'50"	2.285	9.12	76.68
8	23°10'55"	9.115	11.215	76.68
9	20°22'45"	11.205	11.215	76.68
10	15°22'45"	11.205	11.215	76.68
11	15°23'10"	1.2	0.785	20
12	196°38'15"	0.785	76.68	3.41
13	9°46'05"	3.41	8.555	39.98
14	201°39'05"	9.89	10.47	9
15	41°42'30"	14.375	14.455	39.98
16	218°09"	3.405	3.515	4
17	213°39'15"	3.405	7.225	39.98
18	233°40'35"	1.04	11.33	65.68
19	188°30'25"	2.64	11.33	65.68
20	193°24"	11.315	11.33	65.68
21	188°30'25"	3	9.56	65.68
22	202°20'40"	9.55	8.005	6
23	249°04'35"	1.455	11.195	59
24	283°58'05"	11.18	49.305	29.65
25	63°08'45"	49.315	49.305	29.65

No.	BEARING	DISTANCE	DESCRIPTION
B	101°20'55"	2.85	D.H. & W.F.D. (D.P. 8114651)
C	101°20'55"	2.85	D.H. & W.F.D. (D.P. 8114651)
J	101°20'55"	1	D.H. & W.F.D. (D.P. 2703711)
K	72°22'	9.255	D.H. & W.F.D. (D.P. 2703711)
M	98°27'35"	1.5	D.H. & W.F.D. (D.P. 2703711)
N	197°11'40"	6.14	S.S.H. (128980) FD. (D.P. 2703711)
O	98°27'35"	1.7	D.H. & W.F.D. (D.P. 2703711)
P	200°47'	1.7	D.H. & W.F.D. (D.P. 2703711)
R	200°47'	1.7	D.H. & W.F.D. (D.P. 2703711)
S	105°30'35"	1.5	D.H. & W.F.D. (D.P. 2703711)

No.	ELECTRICITY METER BOX	GAS METER
JJ	0.13 OVER BOUNDARY	0.09 OVER BOUNDARY
KK	0.13 OVER BOUNDARY	0.22 OVER BOUNDARY
LL	0.15 OVER BOUNDARY	0.22 OVER BOUNDARY
MM	0.15 OVER BOUNDARY	0.22 OVER BOUNDARY



No.	BEARING	DISTANCE	DESCRIPTION
V	160°51'40"	11.055	D.H. & W.F.D. (D.P. 2703711)

D.P. 7 3 7 2 5 3
 REFERENCE MARKS (CONT.)

PLAN DRAWING ONLY TO APPEAR IN THIS SPACE



REGISTERED
 13 JANUARY 2004

REGISTERED
 13 JANUARY 2004

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 2 Sheets

Plan of Easements within Lots 3, 6 to 10, 21 to 26, 37, 38, 41 and 42 in D.P. 270371

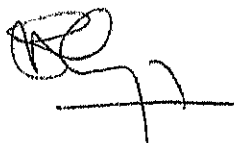
DP1065703

Full Name and address of Proprietor of land:

MIRVAC HOMES (NSW) PTY LTD
 (ACN 006 922 998)
 Suite 205, Level 2
 30 Cowper Street
 PARRAMATTA NSW 2150

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan: -	Burdened lot(s) or parcel(s): -	Benefited lot(s), road(s), bodies or Prescribed Authorities: -
1.	Easement to Permit Encroaching Structure to Remain 0.6 wide	3 3 6 7 8 9 10 21 22 23 24 24 25 26 37 38 41 42	2 4 5 6 7 8 9 20 21 22 23 25 26 27 36 37 40 41




Lengths are in Metres

Sheet 2 of 2 Sheets

Plan of Easements within Lots 3, 6 to
10, 21 to 26, 37, 38, 41 and 42 in
D.P. 270371

DP1065703

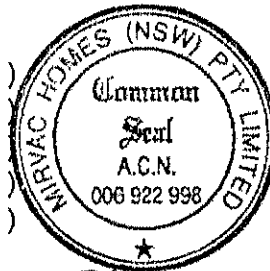
Part 2

Terms of easement, profit á prendre, restriction or positive covenant numbered 1 in the plan.

- 1.1 An Easement to Permit Encroaching Structure to Remain in the terms set out in Part 13 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created in respect of that part of the lot burdened and marked 'A' on the Plan.
- 1.2 See below.

MR.

THE COMMON SEAL of
MIRVAC HOMES (NSW) PTY LIMITED
 (ACN 006 922 998)
 was hereunto affixed by resolution of
 the Directors in the presence of



.....
 Signature *SC Myers*
 Full Name **SC Myers**
 Company Secretary
 Position Held

.....
 Signature *Robert Lynch*
 Full Name **ROBERT LYNCH**
 DIRECTOR
 Position Held

~~Executed by Mortgagee~~

- 1.2 Where a meter box is an encroaching structure to which this easement relates, the owner of the lot benefited and persons authorised by it may, at reasonable times, enter the lot burdened over the site of this easement and remain there for a reasonable period of time for the purpose of reading the meter.

MR.

REGISTERED  *23. 4. 2004*



Northern Beaches Council Planning Certificate – Part 2

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 200808
Date: 11/01/2021
Certificate No. ePLC2021/0062

Address of Property: 4 Seaview Parade BELROSE NSW 2085
Description of Property: Lot 5 DP 270371

Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (State Significant Precincts) 2005
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (Primary Production and Rural Development) 2019
State Environmental Planning Policy (Koala Habitat Protection) 2019
Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

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 subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

1.2 b) Draft Local Environmental Plans

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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):

2.1 Zoning and land use under relevant Local Environmental Plans

2.1 (a), (b), (c) & (d)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that medium density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.
- To ensure that medium density residential environments are of a high visual quality in their presentation to public streets and spaces.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Home businesses; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Veterinary hospitals

4 Prohibited

Pond-based aquaculture; Any other development not specified in item 2 or 3

Additional permitted uses

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

(e) Minimum land dimensions

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

3. Complying Development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

a) Housing Code

Complying Development under the Housing Code may be carried out on all of the land.

b) Rural Housing Code

Complying Development under the Rural Housing Code may be carried out on all of the land.

c) Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

d) Greenfield Housing Code

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

e) Housing Alterations Code

Complying Development under the Housing Alterations Code may be carried out on all of the land.

f) General Development Code

Complying Development under the General Development Code may be carried out on all of the land.

g) Commercial and Industrial Alterations Code

Complying Development under the Commercial and Industrial Alterations Code may be carried out on all of the land.

h) Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

i) Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

j) Subdivisions Code

Complying Development under the Subdivisions Code may be carried out on all of the land.

k) Demolition Code

Complying Development under the Demolition Code may be carried out on all of the land.

l) Fire Safety Code

Complying Development under the Fire Safety Code may be carried out on all of the land.

m) Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

4, 4A (Repealed)

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

5. Mine Subsidence

The land has not been proclaimed to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

6. Road widening and road realignment

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

7. Council and other public authority policies on hazard risk restriction

(a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Nil

(b) The following information applies to any policy as 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 a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Bush Fire Prone Land

This land is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land. The requirements of the NSW Rural Fire Service document Planning for Bush Fire Protection apply to this land. For further information please contact the Northern Beaches District NSW Rural Fire Service.

7A. Flood related development control Information

- (1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

10. Biodiversity Stewardship Sites

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

10A. Native vegetation clearing set asides

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11. Bush fire prone land

Bush Fire Prone Land

All of the land is bush fire prone land.

12. Property vegetation plans

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

13. Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of the existence of an order 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

There is not a direction by the Minister in force under section 75P(2) (c1) of the Act 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 for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. Loose-fill asbestos insulation

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

- 1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- 2) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- 3) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

Additional matters under the Contaminated Land Management Act 1997

Note. The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act

- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.

A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

Ray Brownlee PSM
Chief Executive Officer

11/01/2021

Sewer Service Diagram

Application Number: 8000363592

S
908520

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM

(Belrose)
Municipality of Werrington

No. 908520

SYMBOLS AND ABBREVIATIONS			
BT	Bounding Trap	RV	Relief Valve
IS	Inspection Seal	CP	Cleaning Eye
PI	Pipe	OV	Overhead Vertical Pipe
GM	Ground Manhole	VP	Vertical Pipe
GR	Gully	SP	Soil Stack Pipe
PT	P Tap	DC	Down Cast Coat
		IP	Inlet Pipe
		MP	Main Pipe
		T	Tubs
		KS	Kitchen Sink
		WC	Water Closet
		BN	Bath Room
		BS	Basin
		DB	Downer
		WFP	Waste from Pipe
		CF	Cast Iron Pipe
		FM	Floor Waste
		WM	Washing Machine

None the sewer is not available and a special inspection is required the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer

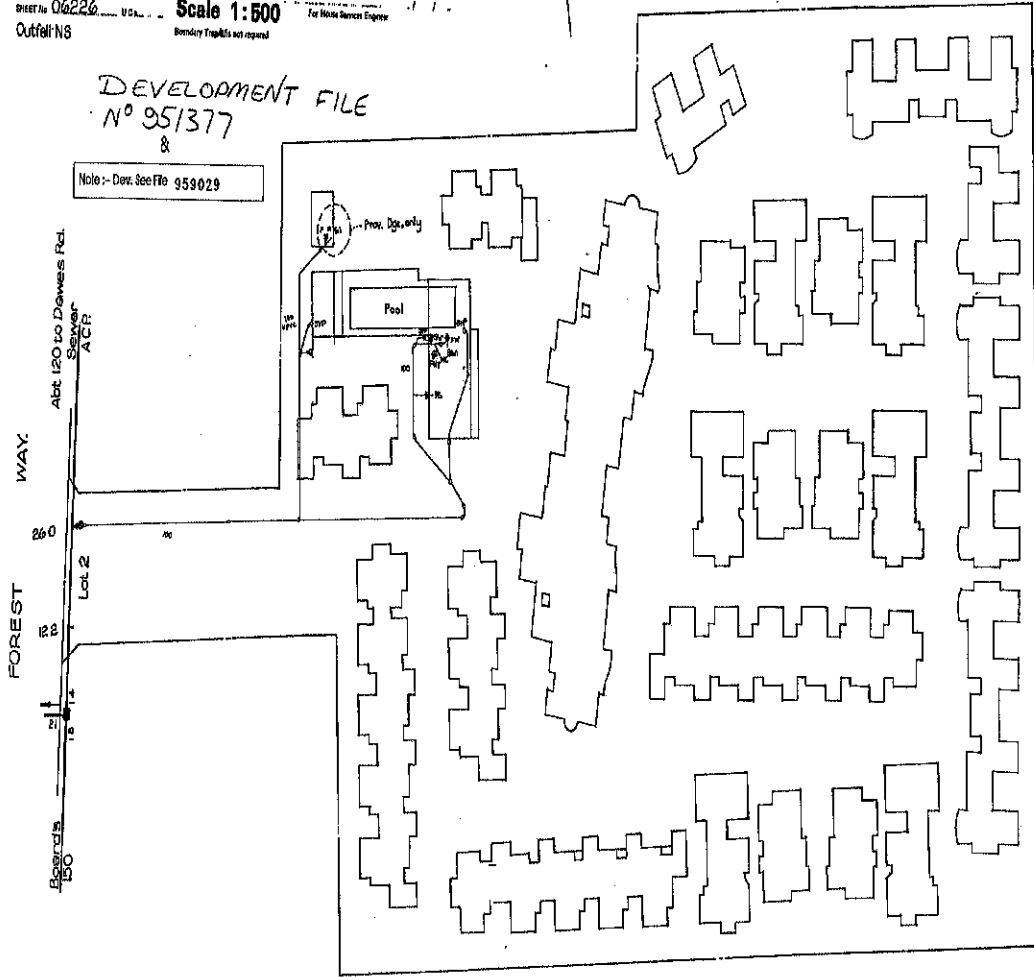
IMPORTANT NOTE

Sydney Water records show Part of 17/64. No alterations have been made to the original plan. The sewerage service diagram and the location of the sewerage service are shown. The existence and position of Sydney Water's sewer, stormwater drains, pipes, valves and structures would be checked by obtaining a Service Location Plan from Sydney Water.

RATE No. ...
SHEET No. 06226 ...
Scale 1:500
For More Sewer Engineer
Outfall NS
Boundary Traps not shown

DEVELOPMENT FILE
N° 951377
&

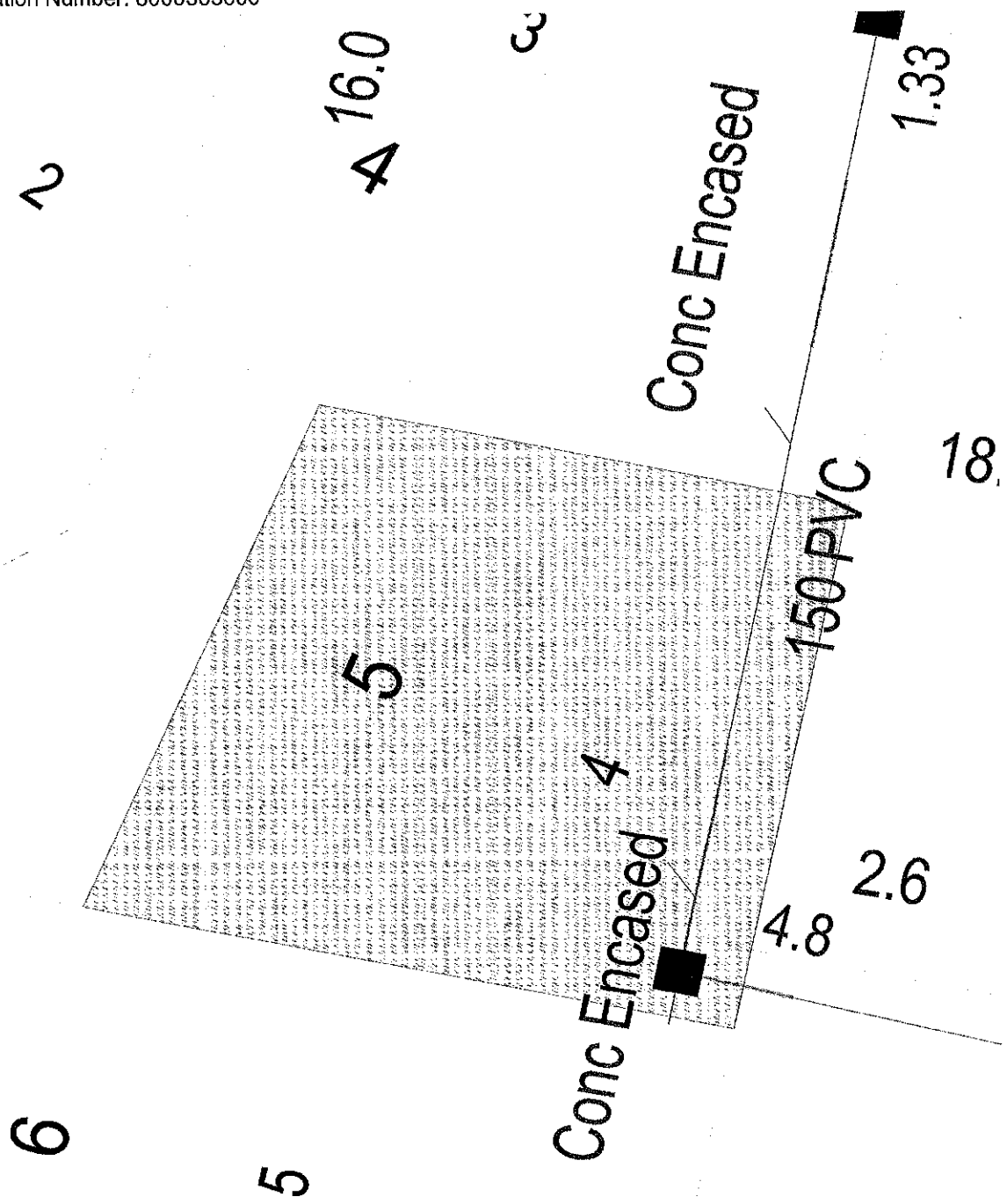
Note - Dev. See File 959029



Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.

Service Location Print
Application Number: 8000363600



Document generated at 15-01-2021 03:00:19 PM

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as Indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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)

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inspecNSW Pty Ltd
ACN 080 593 371109 Kenny Street,
Wollongong, 2500
Ph: (02) 4226 6305
Fax: (02) 4226 6306
Mobile: 0412 74 66 00
Email: admin@inspec.com.au**Occupation Certificate**Issued under the *Environmental Planning and Assessment Act 1979*
Section 109C (1) (c) and 109H**Final Certificate****final certificate**I *Craig Hardy* certify that:

- I have been appointed as Principal Certifying Authority under s.109E
- A Development Consent is force in respect to the building
- A Construction Certificate has been issued with respect to the plans and specifications for the building
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia

subject land

Lot 5 Seaview Parade, Belrose

certificate number

OC - 1895/02

principal certifying authorityname of certifying authority
accreditation no
contact number
addressCraig Hardy
1292
(02) 4648 5666
P.O. Box 3190 Narellan DC, NSW 2567

