

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent Skyline Real Estate Tel: 02 9452 3444
3-7/ 14 Frenchs Forest Road Fax: 02 9452 4555
Frenchs Forest NSW 2086 Ref: Stuart Bath

Co-agent
Vendor Gary Robert Glover and Teresa Maria Rendo
316 Mona Vale Road
St Ives NSW 2075

Vendor's Solicitor Swaab Attorneys Tel: 02 9233 5544
Level 1, 20 Hunter Street Fax: 02 9233 5400
Sydney NSW 2000 Ref: Catherine Hallgath

Completion date 42nd day after the contract date (clause 15)
Land Lot 7 Irma Place, Frenchs Forest 2086
(Address, plan details and title reference) Lot 7 Deposited Plan: 270670 Folio Identifier: 7/270670

Improvements ☐ VACANT POSSESSION ☐ subject to existing tenancies
☐ house ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ none
☒ other: Vacant Land

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 ☐ blinds ☐ curtains ☐ insect screens ☐ stove
☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☒ pool equipment
☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ TV antenna
☐ 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)

Vendor

Witness

GST AMOUNT (optional)
The price includes
GST of: \$

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares Witness

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

Vendor duty is payable ☐ NO ☐ yes in full ☐ yes to an extent
Deposit can be used to pay vendor duty ☐ NO ☐ yes
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)

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

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land	☐ 24 property certificate for strata common property
☒ 2 plan of the land	☐ 25 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 26 strata by-laws not set out in <i>legislation</i>
☐ 4 plan of land to be subdivided	☐ 27 strata development contract or statement
☐ 5 document that is to be lodged with a relevant plan	☐ 28 strata management statement
☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	☐ 29 leasehold strata - lease of lot and common property
☒ 7 section 149(5) information included in that certificate	☐ 30 property certificate for neighbourhood property
☐ 8 sewerage connections diagram	☐ 31 plan creating neighbourhood property
☒ 9 sewer mains diagram	☐ 32 neighbourhood development contract
☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 33 neighbourhood management statement
☐ 11 section 88G certificate (positive covenant)	☐ 34 property certificate for precinct property
☐ 12 survey report	☐ 35 plan creating precinct property
☐ 13 section 317A certificate (certificate of compliance)	☐ 36 precinct development contract
☐ 14 building certificate given under <i>legislation</i>	☐ 37 precinct management statement
☐ 15 insurance certificate (Home Building Act 1989)	☒ 38 property certificate for community property
☐ 16 brochure or note (Home Building Act 1989)	☐ 39 plan creating community property
☐ 17 section 24 certificate (Swimming Pools Act 1982)	☐ 40 community development contract
☐ 18 lease (with every relevant memorandum or variation)	☒ 41 community management statement
☐ 19 other document relevant to tenancies	☐ 42 document disclosing a change of by-laws
☐ 20 old system document	☐ 43 document disclosing a change in a development or management contract or statement
☐ 21 Crown tenure card	☐ 44 document disclosing a change in boundaries
☐ 22 Crown purchase statement of account	☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)
☐ 23 Statutory declaration regarding <i>vendor duty</i>	

WARNINGS

- 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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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.

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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>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<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>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 drawn on its own funds by - ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; 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</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

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 only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending 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 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 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.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
- 5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 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

The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* 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; 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.

8 Vendor's right to rescind

The vendor can *rescind* if -

8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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 *serving* 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 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

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 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 adjust 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 Completion date

The *parties* must complete by the completion date 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, plus another 20% of that fee.
- 16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 mentioned in Schedule J of the Supreme Court Rules 1970.
- 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 *serving* 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 fax to the *party's* *solicitor*, unless 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, and 17 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* includes 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 *serving* 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 page 1) 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 clause 2 (deposit).
- 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**
- 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 -
- 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
 - 'common property' includes association property for the scheme or any higher scheme;
 - 'contribution' includes an amount payable under a by-law;
 - '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;
 - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 'the property' includes any interest in common property for the scheme associated with the lot;
 - '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 sinking 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.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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 not disclosed in this contract; or
 - 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; or
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 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.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
- 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 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 to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;
- 29.7.3 the completion date becomes the later of the completion date 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;
 - 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 completion date becomes the later of the completion date 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.

**THESE SPECIAL CONDITIONS FORM PART OF THE CONTRACT FOR SALE MADE
BETWEEN GARY ROBERT GLOVER AND TERESA MARIA RENDO VENDOR AND
AS PURCHASER**

DATED

2011

30. Amendments

30.1 Amendments to Clauses 1 to 29 (inclusive) of this Contract

The **clauses 1-29** (inclusive) of this contract are amended as follows:

- (a) in **clause 1**, the definition of "bank" is replaced with "an Australian 'authorised deposit-taking institution' as defined in the Banking Act 1959, the Reserve Bank or a State Bank;"
- (b) in **clause 1**, in the definition of "business day" the words "between 9am and 5pm on" are added to the beginning of the definition;
- (c) in **clause 1**, in the definition of "settlement cheque" the words "or a building society, credit union or other FCA Institution as defined in Cheques Act 1986;" are deleted;
- (d) in **clause 1**, delete the definition of "vendor duty";
- (e) **clauses 3 and 4.5** are deleted;
- (f) in **clause 7.1.1** and **7.2.1**, the number '5' is replaced with the number '1';
- (g) in **clauses 10.1.8** and **10.1.9**, substitute the words "existence" and "noted" for the words "substance" and "disclosed" respectively;
- (h) insert the following as **clause 10.1.10**:

"any failure to comply with the provisions of the Swimming Pools Act 1992 or any regulations of that act.";
- (i) in **clause 12.2** delete the words '(if necessary in the name of the vendor)';
- (j) in **clause 14.4.2** is substituted with 'by adjusting the amount payable by the vendor'.
- (k) in **clause 16.5**, the words 'plus another 20% of that fee' are deleted;
- (l) **clause 16.8** is deleted;
- (m) **clause 20.6.5** is deleted and replaced with, "served if it is sent by fax to the party's solicitor and the sender's machine indicates a completed transmission";
- (n) **clause 23.5.2** is amended by deleting the words "but is disclosed in this contract"; and
- (o) **clause 23.6** and **23.7** are deleted.

31. No investment of deposit

31.1 Investment of Deposit

For the purpose of **clause 2.9**, the parties agree that the deposit is not to be invested.

31.2 Disputes

If a dispute arises in respect of the payment of the deposit or interest the depositholder may pay all disputed money into the Supreme Court of New South Wales under the rules of that court.

31.3 Depositholder Not Liable

Notwithstanding anything expressly or implied to the contrary, or any rule of law or equity to the contrary, the depositholder will not be liable for waste or loss of the

deposit or the interest arising for any reason in respect of any investment of the deposit authorised by this contract.

31.4 Vendor Not Liable

Notwithstanding **clause 19.2.1**, if the purchaser becomes entitled to the return of the deposit, the vendor will not be liable for the deposit if the depositholder is unable or unwilling to account for it.

32. Warranties & Representations

32.1 Services and State of Repair

The purchaser expressly acknowledges that the purchaser accepts the property:

- (a) in its present condition and state of repair, subject to any infestation and dilapidation, defects patent and latent and as a result of the purchaser's own inspection of the property; and
- (b) subject to the nature, condition, location, availability or non-availability of any and all water, sewerage, gas, electricity, telephone and/or other installations or services existing at the date of this contract.

32.2 Restrictions on the Rights of the Purchaser

Without affecting **clause 10**, the purchaser cannot make a claim, requisition, rescind, terminate or delay completion, in respect of:

- (a) the nature, quality, state of repair and condition, latent or patent defects, dilapidation or infestation of the property; and
- (b) any misdescription of the land or any inaccuracy in its area or measurements.

32.3 Representations etc

The purchaser represents and warrants that the purchaser has made its own enquiries and has not relied on any statement, promise, undertaking, condition representation or warranty by or on behalf of the vendor whether express or implied as to:

- (a) the property;
- (b) the neighbourhood in which the property is situated and adjoining properties;
- (c) the suitability for any use or purpose of the property or any improvements erected on the property;
- (d) the rights and privileges (if any) pertaining to the property;
- (e) any matter having or which might have an effect beneficial or otherwise on the property; and/or
- (f) any matter disclosed in the agent's investment report and/or brochures relating to the property.

32.4 Entire Agreement

Notwithstanding any other clause of this contract, the parties expressly acknowledge that this contract constitutes the whole of any promises, representations, warranties and undertakings and also the whole of the conditions of the sale. The parties agree that no promise, representation, warranty, undertaking or condition will be implied or will arise between the parties by way of collateral or other agreement or by reason of anything prior to the making of this contract. The existence of any such implication or collateral or other agreement is hereby expressly negated.

32.5 Vendor's Agent

The purchaser warrants that the purchaser was not introduced to the property or to the vendor by or through any real estate agent other than the vendor's agent named on the front page of this contract (**Vendor's Agent**). If the vendor is liable to pay commission

to any real estate agent other than the Vendor's Agent as a result of a breach of this warranty, the purchaser will pay to the vendor the amount of the commission payable by the vendor and all legal costs incurred by the vendor arising from any claim for commission by that real estate agent. The rights and obligations created by this special condition do not merge on completion.

33. Completion

33.1 Discharge of Mortgages and Withdrawal of Caveats

The vendor will not be obliged to remove any mortgage or caveat registered on the title of the property before completion. On completion, the vendor will deliver to the purchaser a proper form of discharge of mortgage or withdrawal of caveat, as the case may be, in registrable form in respect of any mortgage or caveat registered on the title to the property and will allow the purchaser the appropriate registration fees.

33.2 Notice to Complete

The parties agree that a period of 14 days from the date of service of a notice to complete is a reasonable period for completion under that notice to complete. The notice to complete may specify a time prior to which completion must take place. The vendor may at any time withdraw the notice to complete without prejudice to the vendor's right to issue any further notice to complete.

33.3 Liquidated Damages

If completion of this contract does not take place by the completion date, other than as a result of a default by the vendor, then the purchaser must pay to the vendor on completion (in addition to any other amount payable on completion under this contract) interest on the balance of the purchase price at the rate of 12% per annum, calculated on a daily basis from the completion date up to and including the date of actual completion.

33.4 Genuine Pre-Estimate

It is an essential term of this contract that the interest payable pursuant to **clause 33.3** be paid on completion. The purchaser acknowledges that the interest rate represents a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date.

34. Incapacity

34.1 Incapacity of a Party

Without in any manner negating, limiting or restricting any rights or remedies which would have been available at law or in equity had this **clause 34.1** not been included, should a party or any one of them prior to completion:

- (a) being a natural person: die or become mentally ill or be declared bankrupt or enter into any scheme of arrangement or make any assignment for the benefit of creditors; or
- (b) being a company: resolve to go into liquidation or have a petition for the winding up of the company presented or enter into any scheme of arrangement with its creditors under the provisions of the *Corporations Act 2001* or should any liquidator, receiver or official manager be appointed in respect of the company,

then the other party may by notice in writing to the first party's solicitors rescind this contract and the provisions of **clause 19** will apply.

35. Building Certificate and Survey

35.1 No Building Certificate

The purchaser acknowledges and agrees that:

- (a) the vendor does not have a building certificate;
- (b) the purchaser may not make a claim, requisition, rescind, terminate or delay completion because the vendor does not have a building certificate; and
- (c) the purchaser will not require the vendor to comply with any conditions that may be imposed as a pre-condition to the issue of a building certificate.

35.2 No Survey

The purchaser acknowledges that:

- (a) the vendor does not have a survey report for the property; and
- (b) the purchaser is satisfied with the location of the improvements on the property with respect to the boundaries.

35.3 Contract Not Conditional

Neither this contract nor completion of this contract is conditional upon the issue of a building certificate or survey report.

35.4 Local Government Act

The purchaser acknowledges that prior to entering into this contract the purchaser has satisfied itself as to all matters pertaining to the compliance or non-compliance of the property with the provisions of the *Local Government Act 1993* and all other relevant legislation.

36. Intentionally deleted

37. Inclusions

Despite anything to the contrary, inclusions do not include anything owned by a tenant the owners corporation (if any) or another third party.

38. General

38.1 Service of Notices by Facsimile

For the purposes of **clause 20.6.2**, a notice or document will be deemed to be served when the transmission has been completed except where:

- (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission will be deemed not to have been given or made; or
- (b) the time of despatch is not before 17:00 (local time) on a business day, in which case the notice will be deemed to have been received at the commencement of business on the next business day.

38.2 Attachments

The purchaser acknowledges and agrees that any documents attached to this contract were attached by the vendor or the vendor's agent. If the purchaser or the purchaser's solicitor attached any documents to this contract prior to the date of this contract, that person did so as agent for the vendor.

39. GST

39.1 Definition

In this **clause 39.1**, **GST**, **GST Law** and any other terms defined in the *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* have the meanings given in the *GST Act*.

39.2 Amendment of Printed Clause 13

Printed clause 13 is deleted.

39.3 GST

All amounts referred to in this contract are exclusive of any GST which may be payable.

39.4 Payment Of GST

If the vendor is or becomes liable to pay GST in respect of any supply under or in connection with this contract the purchaser will, without set off or deduction, reimburse the vendor for the amount of the vendor's GST liability (**GST Amount**).

39.5 Notification Of Amount

The GST Amount will be notified by the vendor to the purchaser not less than 7 days prior to completion.

39.6 Completion

It is an essential term of this contract that on completion:

- (a) the purchaser will pay the GST Amount to the vendor as directed by the vendor; and
- (b) the vendor will provide the purchaser with a tax invoice for the GST Amount.

39.7 Adjustments

If this contract requires the parties to make an adjustment of an amount payable to or by a third party, the amount to be adjusted will be calculated by subtracting any input tax credit to which the party receiving the adjustment is entitled and adding 10%.

40. Director's Guarantee

40.1 Application

In the event that the purchaser is a company, this **clause 40.1** applies and **Guarantor** means, jointly and severally, all of the directors of the purchaser.

40.2 Guarantee

The Guarantor, by execution of the contract expressly and unconditionally guarantee to the vendor:

- (a) the due and punctual payment by the purchaser to the vendor of the purchase price and of all moneys which are or may become owing or payable by the purchaser to the vendor under the contract; and
- (b) the due and punctual performance by the purchaser of all of the terms, conditions, covenants and obligations contained under the contract

40.3 Indemnity

The Guarantor indemnifies and keeps indemnified the vendor against all loss, damage, cost and expense which may be suffered or incurred by the vendor due to any default by the purchaser under any of the provisions of this contract.

40.4 Effect of this guarantee

- (a) This guarantee continues and remains in full force and effect despite the liquidation of the purchaser or the appointment of an external controller to the

purchaser until the whole of the purchase price and all other moneys payable to the vendor under the terms of this contract have been paid and satisfied in full.

- (b) Any discharge, extinguishment or postponement by liquidation, operation of laws, act of the parties or otherwise, of the whole or any part of the indebtedness of the purchaser to the vendor will not impair or affect the liability of the Guarantor
- (c) This **clause 40.1** and the guarantee do not merge on completion of this contract.

SIGNED by

as a Guarantor in the presence of:

Signature of witness

Name of witness - please print

Address of witness

Occupation of witness

SIGNED by

as a Guarantor in the presence of:

Signature of witness

Name of witness - please print

Address of witness

Occupation of witness

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 7/270670

SEARCH DATE	TIME	EDITION NO	DATE
14/11/2011	12:43 PM	2	23/11/2010

LAND

LOT 7 IN COMMUNITY PLAN DP270670
 AT FRENCHS FOREST
 LOCAL GOVERNMENT AREA WARRINGAH
 PARISH OF MANLY COVE COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP270670

FIRST SCHEDULE

GARY ROBERT GLOVER
 TERESA MARIA RENDO
 AS JOINT TENANTS (T AF893192)

SECOND SCHEDULE (14 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/270670
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 DP1091026 EASEMENT TO DRAIN WATER 1.2, 3, 3.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1091026 EASEMENT TO DRAIN WATER 1.2, 3, 3.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1091026 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 AC624610 POSITIVE COVENANT
- 8 DP270670 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE (D) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 9 DP270670 EASEMENT FOR WATER SUPPLY PURPOSES 2.5 METRE(S) WIDE (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 10 DP270670 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT (DOC.1)
- 11 DP270670 EASEMENT FOR SERVICES 11.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 12 DP270670 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT (DOC.1)
- 13 DP270670 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT (DOC.1)
- 14 AF893193 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

END OF PAGE 1 - CONTINUED OVER

Swaab & Associates

PRINTED ON 14/11/2011

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 7/270670

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Swaab & Associates

PRINTED ON 14/11/2011

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* 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.
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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/270670

SEARCH DATE	TIME	EDITION NO	DATE
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17/11/2011	9:09 AM	1	23/6/2010

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270670
 AT FRENCHS FOREST
 LOCAL GOVERNMENT AREA WARRINGAH
 PARISH OF MANLY COVE COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP270670

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270670
 ADDRESS FOR SERVICE OF NOTICES:
 UNIT 17, 22 KENTHURST ROAD
 ROUND CORNER 2158

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 3 DP1091026 EASEMENT TO DRAIN WATER 1.2, 3, 3.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1091026 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 AC624610 POSITIVE COVENANT
- 6 DP270670 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE (D) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 7 DP270670 EASEMENT FOR WATER SUPPLY PURPOSES 2.5 METRE(S) WIDE (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 8 DP270670 EASEMENT FOR WATER SUPPLY PURPOSES 2.675 METRE(S) WIDE (L) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 9 DP270670 EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 11.5 METRE(S) WIDE AND VARIABLE AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1)
- 10 DP270670 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT (DOC.1)
- 11 DP270670 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT (DOC.1)
- 12 DP270670 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT (DOC.1)
- 13 DP270670 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

Swaab & Associates

PRINTED ON 17/11/2011

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/270670

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

- 14 DP270670 NUMBERED (9) IN THE S.88B INSTRUMENT (DOC.1)
POSTIVE COVENANT REFERRED TO AND NUMBERED (10) IN
THE S.88B INSTRUMENT (DOC.1)
- 15 DP270670 EASEMENT FOR SERVICES 11.5 METRE(S) WIDE AND VARIABLE
AFFECTING THE PART(S) SHOWN SO BORDENED IN THE TITLE
DIAGRAM (DOC.1)
- 16 DP270670 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (13) IN THE S.88B INSTRUMENT (DOC.1)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Swaab & Associates

PRINTED ON 17/11/2011

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* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.

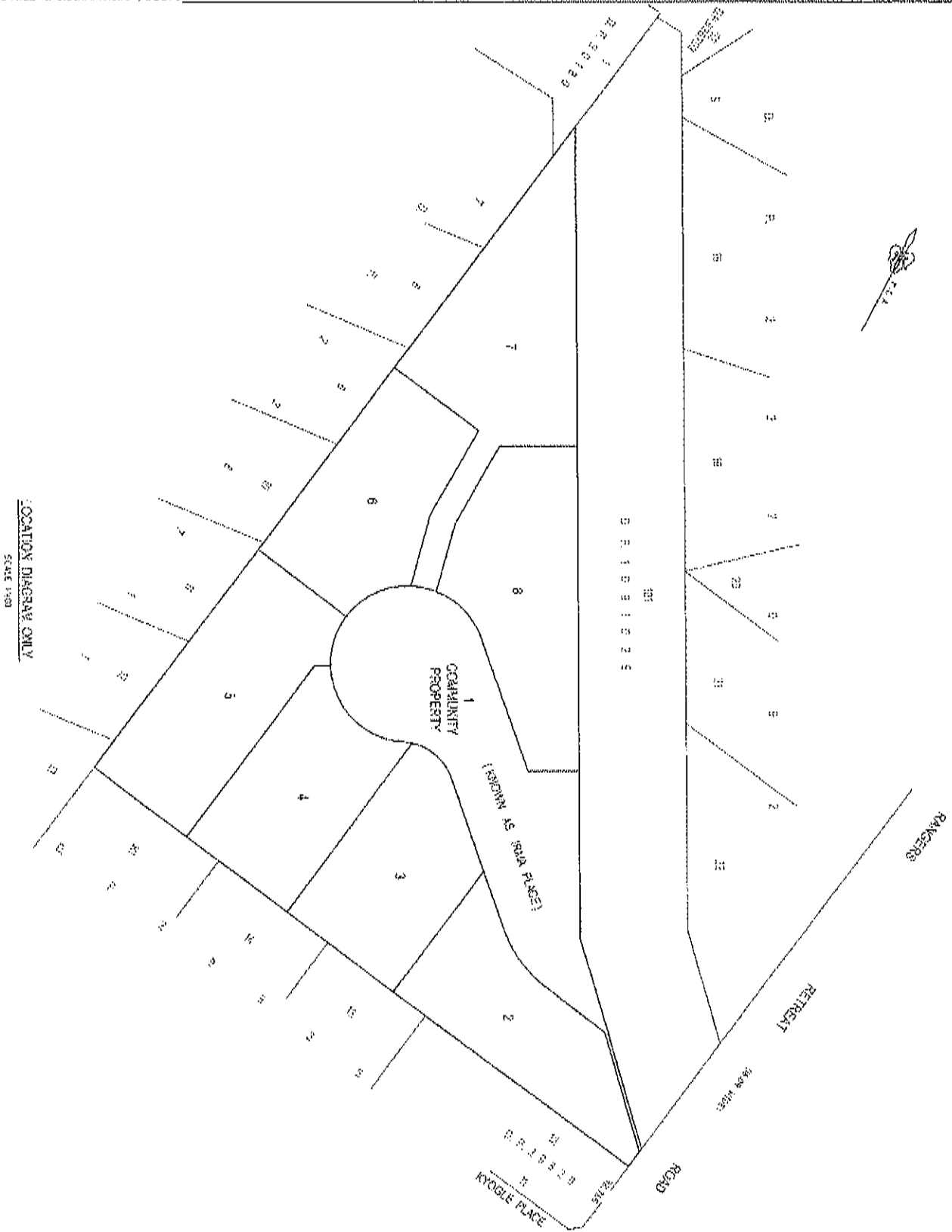
WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

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THIS SHEET IS A 10% PRELIMINARY PLAN. IT IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THE PLAN SHALL BE MADE BY THE SURVEYOR. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.

SCHEDULE OF CHANGES TO THE
SCHEME

LOT NO.	DETAILS	SHEET NO.
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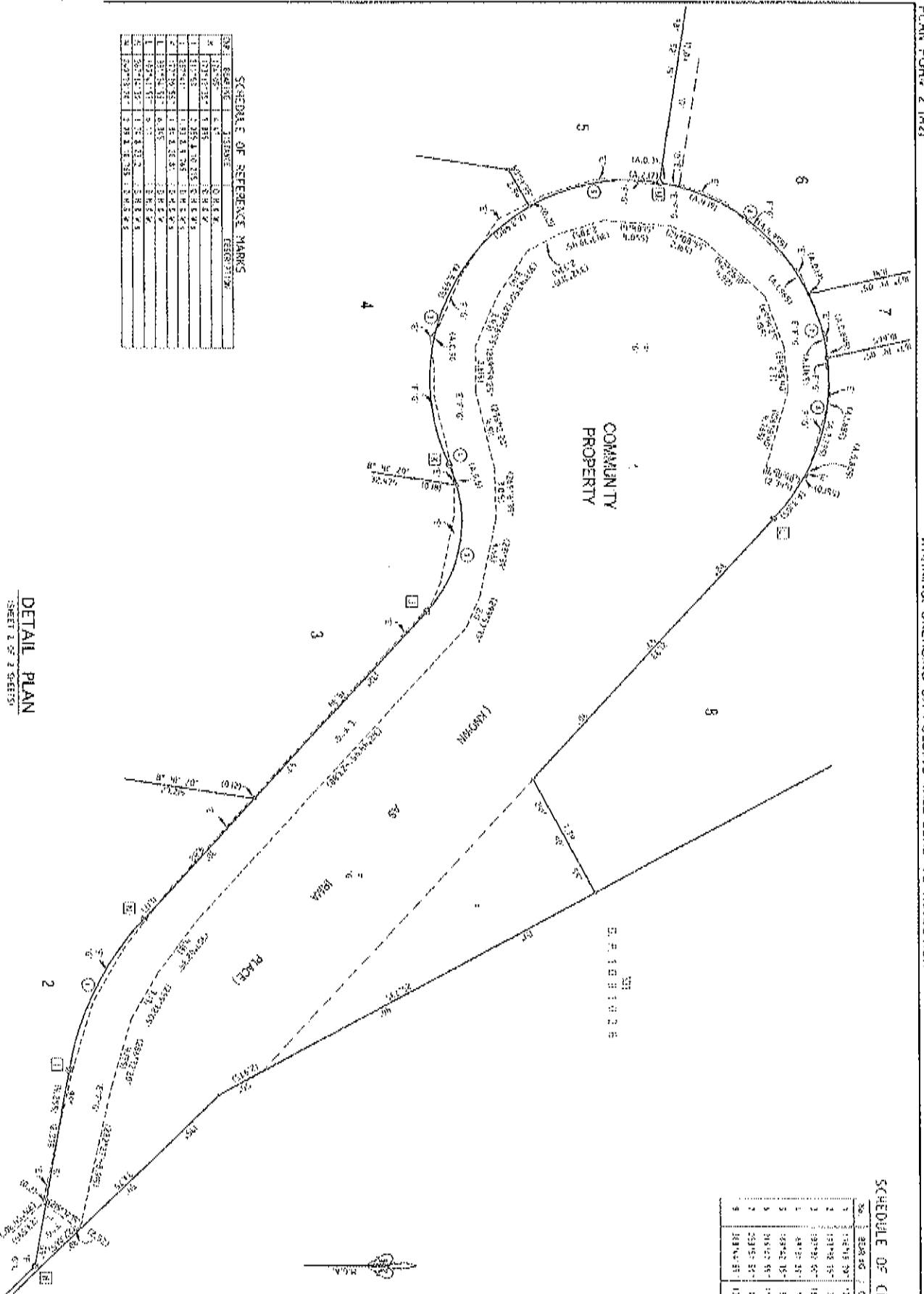


Subdivision Certificate No. 13767		
Date: 26.5.2013		
Surveyor: GORDON STUART FRANKS		
Surveyor's Ref: 355-12		
Registered: 23.5.2010		
COMMUNITY / PRELIMINARY / PRELIMINARY PLAN		

DP270670

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	CHORD
1	104°15'37"	1.135	10.35	1.13
2	101°45'57"	1.875	8.18	1.87
3	107°42'07"	15.18	27.39	17
4	104°15'37"	1.13	1.31	1.13
5	107°42'07"	15.18	27.39	17
6	104°15'37"	1.13	1.31	1.13
7	101°45'57"	1.875	8.18	1.87
8	104°15'37"	1.135	10.35	1.13



SCHEDULE OF REFERENCE MARKS

No.	BEARING	CHORD	ARC	CHORD
1	104°15'37"	1.135	10.35	1.13
2	101°45'57"	1.875	8.18	1.87
3	107°42'07"	15.18	27.39	17
4	104°15'37"	1.13	1.31	1.13
5	107°42'07"	15.18	27.39	17
6	104°15'37"	1.13	1.31	1.13
7	101°45'57"	1.875	8.18	1.87
8	104°15'37"	1.135	10.35	1.13

DETAIL PLAN

(SHEET 2 OF 2 SHEETS)

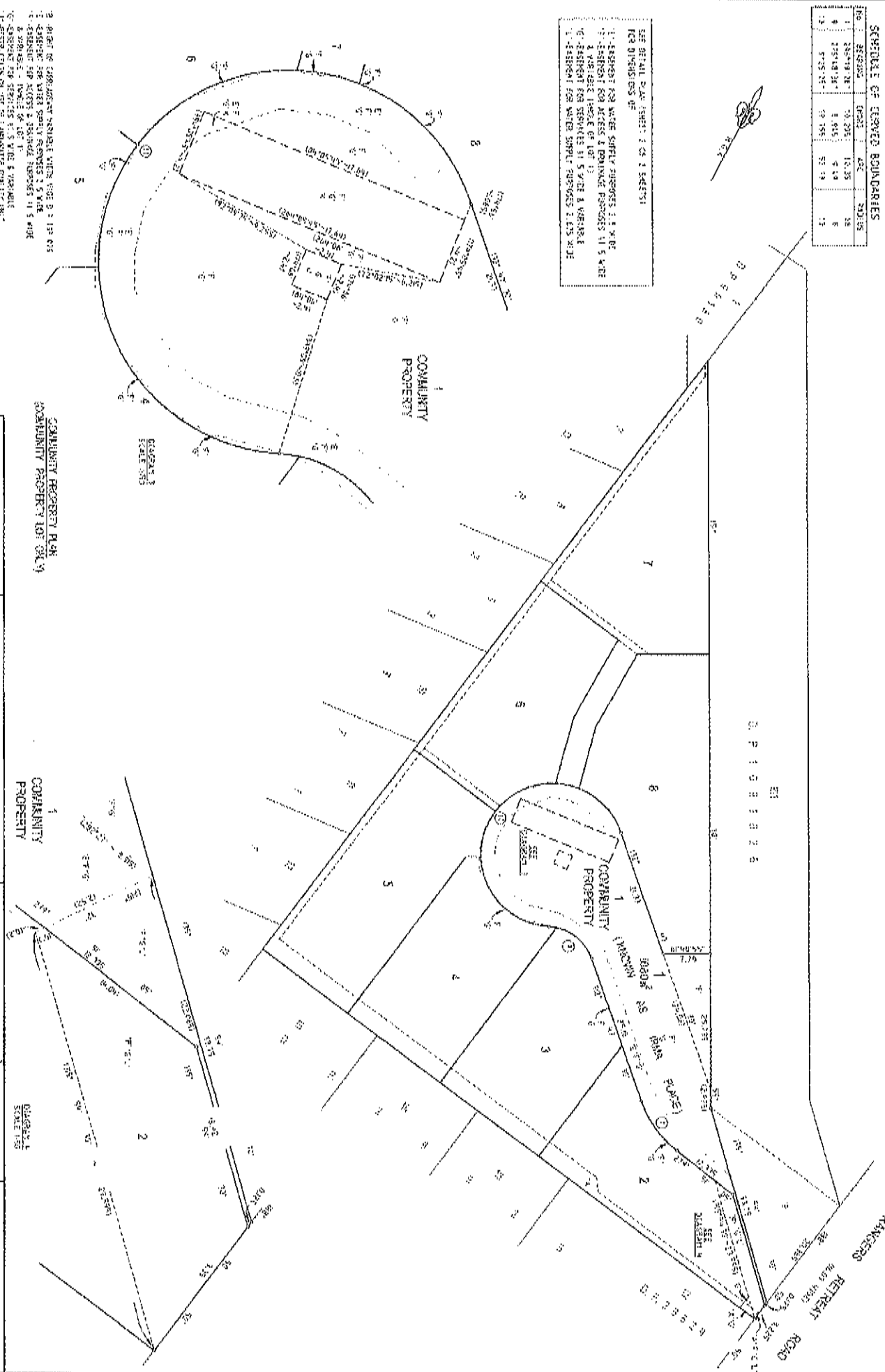
Surveyor: ANDREW RICHARD HOWARD Date of Survey: 07 AUGUST 2001 Surveyor's Ref: 275-08	PLAN OF SUBDIVISION OF LOT 200 O.P. 091026 SHEET 2 OF 2 SHEETS	LGAL: WARINGGAH Location: FRENCH FOREST Subdivision No: 10157 Length of 100m: 100m	Registered 236.230.0	DP270670
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STUDIES OF CORREL BOUNDRIES			
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SEMI-DEEP COVERED ROOFING

SEE DETAIL DRAWING FOR NOTES
FOR DIMENSIONS OF

1. EMBROIDERED WATER SIFTLY SUGGESTS 1.5 WIDE
2. EMBROIDERED FOR ADDRESS & POSTAL CODES IN 5 WIDE
3. EMBROIDERED 100% COTTON 1"
4. EMBROIDERED FOR SIZES IN 5 WIDE & VARIANTS
5. EMBROIDERED FOR WATER SUPPLY PIPES IN 1.5 WIDE



COMMUNITY PROPERTY LOI 3009

COMMUNITY
PROPERTY

Surveyor: 120414 RCH:SD Twp:
Date of Survey: 17th AUGUST 2009
Surveyor's Ref: 225-06

SUBDIVISION OF LOT 103 D.P. 33162

USG: WAPROSAH
Locality: FELCHS FOREST
Subsisting No. 10767

Received
29.6.2011

DP270670

COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

ATTENTION

A Community Plan may be subject to future subdivision that may contain a Signature/Administration Sheet. This document will then comprise separate Signature/Administration Sheets registered on different dates.

Particulars of each Signature/Administration Sheet are as follows:-

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 1 sheet(s)

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.2 & 3 WIDE
2. EASEMENT TO DRAIN WATER 1.2 WIDE
3. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
4. EASEMENT FOR WATER SUPPLY PURPOSES 2.675 WIDE
5. EASEMENT FOR ACCESS & DRAINAGE PURPOSES 11.5 WIDE & VARIABLE
6. POSITIVE COVENANT
7. RESTRICTION ON USE OF LAND
8. POSITIVE COVENANT
9. RESTRICTION ON USE OF LAND
10. POSITIVE COVENANT
11. EASEMENT FOR SERVICES 11.5 WIDE & VARIABLE
12. RESTRICTION ON USE OF LAND
13. RESTRICTION ON USE OF LAND

"and as set out in the accompanying instrument signed by the Authorised Person"

Use PLAN FORM 8A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I, ... In approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the Provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein (Insert 'subdivision' or 'new road')


x Authorised Person/General Manager/Authorised Certifier

Consent Authority: WARRINGAH COUNCIL

Date of Endorsement: 26-5-2010

Accreditation no:

Subdivision Certificate no: 10767

File no: S.D. 9739

xDelete whichever is inapplicable

DP270670

(DOC.A)

Registered:  23.6.2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF
SUBDIVISION OF LOT 100 D.P.1091026

LGA: WARRINGAH
Locality: FRENCHS FOREST
Parish: MANLY COVE
County: CUMBERLAND

Surveying Regulation, 2006

I, ANDREW RICHARD THOMAS
of CRAIG & RHODES PTY LTD
LEVEL 4, 16-18 CAMBRIDGE ST. EPPING 2121

a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 17th AUGUST 2009

The survey relates to LOTS 1 TO 8

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature Andrew R Thomas Dated 3/9/09
Surveyor registered under the Surveying Act, 2002

Datum Line: 'X'-'Y'

Type: Urban/Rural

Plans used in preparation of survey / -completion-

D.P.227092
D.P.1091026

(If insufficient space use Plan Form 8A annexure sheet)

SURVEYOR'S REFERENCE: 225-06

* OFFICE USE ONLY

CAD REF. Z:\225-06\22506S11

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 1 sheet(s)

PLAN OF

SUBDIVISION OF LOT 100 D.P.1091026

DP270670

(DOC.A)

Registered:  23.6.2010

Subdivision Certificate No: 10767

Date of Endorsement: 26-5-2010

* OFFICE USE ONLY

Certified correct for the purposes of the
Real Property Act 1900 by the.....
SIGNED by..... Raymond Timmins attorney
for Westpac Banking Corporation under
power of attorney Book 4299 no. 332

(Signature) Tier Three Attorney
By executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.

I certify that the attorney for the.....
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.

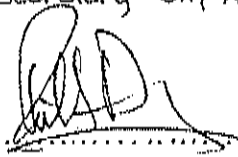
Signature of witness: 

Name of witness: 

Address of witness: 1 King Street
Concord West NSW


GARY LISLE HAINSWORTH

Secretary - BHY AUSTRALIA PTY LTD

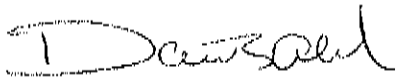
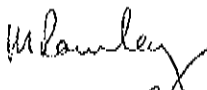
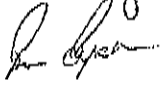

PHILLIP JOHN BURGE

Director - BHY AUSTRALIA PTY LTD
(ACN 124 130 516)

SURVEYOR'S REFERENCE: 225-06

CAD REF: 2250654

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet ³ of ⁴ sheet(s)
PLAN OF SUBDIVISION OF LOT 100 D.P.1091026	DP270670 (DOC.A)	
Registered:  23.6.2010		* OFFICE USE ONLY
Subdivision Certificate No: 10767 Date of Endorsement: 26-5-2010		
Signed for SYDNEY WATER CORPORATION by its Attorneys<u>MARK ROWLEY</u> and<u>PETER VINCENT BYRNE</u>..... who hereby state at the time of executing this instrument have no notice of the revocation of the Power of Attorney Registered No.606 Book 454 under Authority of which this instrument has been executed.  DAVID ABEL NAME OF WITNESS  		
SURVEYOR'S REFERENCE: 225-06		

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

PLAN OF
 SUBDIVISION OF LOT 100 D.P.1091026

DP270670

(DOC.A)

Registered:  23.6.2010

OFFICE USE ONLY

Subdivision Certificate No: 10767

Date of Endorsement 26-5-2010

Name of Development if any

Address for Service of Notice

UNIT 17
 NO. 22 KENTHURST ROAD
 ROUND CORNER 215B

This sheet shows an initial schedule of unit entitlements for the *Community / *Precinct / *Neighbourhood scheme which is liable to be altered as the scheme is developed or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989
 Any changes will be recorded on subsequent Administration Sheets

*Strike out whichever is inapplicable

I, DAVID R. FARLEY
 of REALTY APPRAISALS PTY. LTD.
 being a Valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements shown on *this sheet / *these sheets are based upon valuations made by me on /# 1st SEPTEMBER 2009

Signature  Date 8/06/2010

*Strike out whichever is inapplicable / Insert date of valuation

THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet-Plan Form 6A)

LOT	UNIT ENTITLEMENT
1	COMMUNITY PROPERTY
2	1418
3	1352
4	1407
5	1483
6	1429
7	1483
8	1428
TOTAL	10000

CAD REF. 2250655

SURVEYOR'S REFERENCE: 225-06

(INCLUDING COVER SHEET)

Instrument selling out terms of Easements or Profits à Pendre 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 11 Sheets

ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
 DP1091026 covered by Council's
 Subdivision Certificate No. 10767

Full Name and address of the owner(s) of the land:

BHY AUSTRALIA PTY LTD
 ACN 124 130 516
 Level 5, 30 Alfred Street
 MILSONS POINT NSW 2061

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 Drain Water 1.2 & 3 Wide	3 4 5	2 2, 3 2, 3, 4
2.	Easement to Drain Water 1.2 Wide	6 7	1, 2, 3, 4, 5, Sydney Water Corporation 1, 2, 3, 4, 5, 6, 8, Sydney Water Corporation
3.	Easement for Water Supply Purposes 2.5 Wide	1, 2, 3, 4, 5, 6, 7, 8	Sydney Water Corporation
4.	Easement for Water Supply Purposes 2.675 Wide	1, 2	Sydney Water Corporation
5.	Easement for Access & Drainage Purposes 11.5 Wide & Variable	1, 2	Sydney Water Corporation
6.	Positive Covenant	1, 2, 3, 4, 5, 6, 7, 8	Sydney Water Corporation
7.	Restriction on Use of Land	1	Warringah Council
8.	Positive Covenant	1	Warringah Council
9.	Restriction on Use of Land	1	Warringah Council
10.	Positive Covenant	1	Warringah Council
11.	Easement for Services 11.5 Wide & Variable	1 2	2, 3, 4, 5, 6, 7, 8 3, 4, 5, 6, 7, 8

APPROVED BY WARRINGAH COUNCIL.....

Authorised Officer

Lengths are in Metres

Sheet 2 of 2 Sheets ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 767

Part 1 (cont)

	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.	Restriction on Use of Land	2 to 8 inclusive	Warringah Council
13.	Restriction on Use of Land	Each 1 to 8 inclusive	Every other Lot 1 to 8 inclusive

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 3 of 11 Sheets ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2

Terms of easement, profit á pendre, restriction or positive covenant numbered 3 in the plan.

An Easement for Water Supply Purposes in the terms set out in PART 1 of Memorandum 5736755 filed in the office of Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Access and Drainage Purposes and the Positive Covenant numbered 5 and 6 in the plan.

Name of authority empowered to release, vary or modify easement numbered 3 in the plan is Sydney Water Corporation.

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

An Easement for Water Supply Purposes in the terms set out in PART 1 of Memorandum 5736755 filed in the office of Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Access and Drainage Purposes and the Positive Covenant numbered 5 and 6 in the plan.

Name of authority empowered to release, vary or modify easement numbered 4 in the plan is Sydney Water Corporation.

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

An Easement for Access and Drainage Purposes in the terms set out in PART 2 of Memorandum 5736755 filed in the office of Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes numbered 3 and 4 in the plan and the Positive Covenant numbered 6 in the plan.

Name of authority empowered to release, vary or modify easement numbered 5 in the plan is Sydney Water Corporation.

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 4 of 11 Sheets ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10 76 7

Part 2 (cont)

Terms of easement, profit à pendre, restriction or positive covenant numbered 6 in the plan.

A Positive Covenant in the terms set out in PART 3 of Memorandum 5736755 filed in the office of Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes numbered 3 and 4 in the plan and the Easement for Access and Drainage Purposes numbered 5 in the plan.

Name of Authority empowered to release, vary or modify the Positive Covenant numbered 6 in the plan is Sydney Water Corporation.

Terms of easement, profit à pendre, restriction or positive covenant numbered 7 in the plan.

The registered proprietor covenant with the Warringah Council (Council) in respect to the structure erected on the land described as water quality filter unit shown on plans approved by the Council No. 2007/1061 (hereinafter called "the system").

The registered proprietors covenant with the Warringah Council (Council) that they will not:

1. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
2. 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 the authority.
3. 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 water quality filter unit constructed on that part of the lot hereby burdened within the area denoted 'J' on the abovementioned plan designed to filter stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify easement numbered 7 in the plan is Warringah Council.

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 5 of 5 Sheets

ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2 (cont)

**Terms of easement, profit à pendre, restriction or positive covenant
numbered 8 in the plan.**

The registered proprietors covenant with the Warringah Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

I. The registered proprietor will:

- i. keep the structure and works clean and free from silt, rubbish and debris
- ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

II. 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 two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.

III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the water quality filter unit, or failure to clean, maintain and repair the water quality filter unit.

IV. By written notice the Council may require the registered proprietors 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.

V. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:

- i. In the event that the registered proprietor 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 IV hereof.

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 6 of 11 Sheets

ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2 (cont)

- ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction :
 - i. Any expense reasonably incurred by it in exercising its powers under sub-paragraph i 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.
 - ii. 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 certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

VI 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 water quality filter unit constructed on the land within that part of the lot hereby burdened denoted 'J' on the abovementioned plan designed to filter stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify positive covenant numbered 8 in the plan is Warringah Council.

Terms of easement, profit à pendre, restriction or positive covenant numbered 9 in the plan.

The registered proprietor covenant with the Warringah Council (Council) in respect to 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) shown on plans approved by the Council No. 2007/1061 (hereinafter called "the system").

The registered proprietors covenant with the Warringah Council (Council) that they will not:

- i. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 7 of 11 Sheets ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2 (cont)

- II. 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 the authority.
- III. 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 land within that part of the lot hereby burdened denoted 'K' on the abovementioned plan including all 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 easement numbered 9 in the plan is Warringah Council.

Terms of easement, profit à pendre, restriction or positive covenant numbered 10 in the plan.

The registered proprietors covenant with the Warringah Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

- I. The registered proprietor will:
 - i. keep the structure and works clean and free from silt, rubbish and debris
 - ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- II. 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 two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the water quality unit, or failure to clean, maintain and repair the water quality unit.

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 8 of 11 Sheets

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2 (cont)

- IV. By written notice the Council may require the registered proprietors 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.
- V. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- i. In the event that the registered proprietor 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 IV hereof.
 - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction :
 - a. Any expense reasonably incurred by it in exercising its powers under sub-paragraph i 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.
 - b. 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 certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- VI. 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 land within that part of the lot hereby burdened denoted 'K' on the abovementioned plan including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify positive covenant numbered 10 in the plan is Warringah Council.

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 9 of 11 Sheets

Plan:

DP270670

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2 (cont)

Terms of easement, profit à pendre, restriction or positive covenant numbered 12 in the plan.

No dwelling shall be constructed on the lot hereby burdened outside the building envelope area denoted 'H' on the above mentioned plan.

Name of Authority empowered to release, vary or modify the Restriction numbered 12 in the plan is Warringah Council.

Terms of easement, profit à pendre, restriction or positive covenant numbered 13 in the plan.

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by BHY Australia Pty Ltd without the consent of BHY Australia Pty Ltd or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to BHY Australia Pty Ltd or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by BHY Australia Pty Ltd or its successors other than purchasers on sale.

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

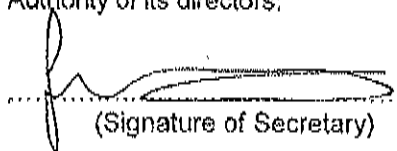
Sheet 10 of 14 Sheets

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

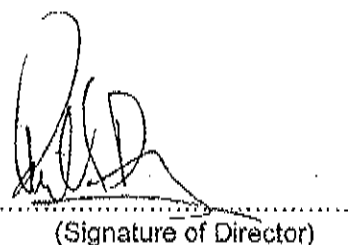
Part 2

Executed by
BHY AUSTRALIA PTY LTD
(ACN 124 130 516)
In accordance with section 127 (1) of the
Corporations Act 2001 (C'with) by the
Authority of its directors;



(Signature of Secretary)

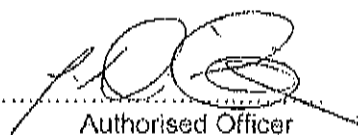
GARY H. SLE HANNSWORTH
(Printed Name of Secretary)



(Signature of Director)

PHILLIP JOHN BURGE
(Printed Name of Director)

APPROVED BY WARRINGAH COUNCIL



Authorised Officer

Lengths are in Metres

Sheet 11 of 14 Sheets

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2

Signed for SYDNEY WATER CORPORATION)
by its Attorneys)

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

.....
Signature of Witness

.....
Name of Witness

Certified correct for the purposes of the
Real Property Act 1900 by the *Holmeyer*
SIGNED by.....*Raymond Gurns* as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 no. 332

.....
(Signature) Tier Three Attorney
By executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.

I certify that the attorney for the *Holmeyer*
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.

Signature of witness: *Wood*

Name of witness: *Mary Travers*

Address of witness: 1 King Street
Concord West NSW

APPROVED BY WARRINGAH COUNCIL

[Signature]
Authorised Officer

Lengths are in Metres

Sheet 11 of 11 Sheets

cPlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2

Signed for SYDNEY WATER CORPORATION)
by its Attorneys)

.....*MARK ROWLEY and*.....
.....*PETER VINCENT BYRNE*.....

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

M Rowley
P Byrne

.....*David Abel*.....

Signature of Witness

.....*DAVID ABEL*.....

Name of Witness

REGISTERED



23.6.2010

APPROVED BY WARRINGAH COUNCIL

Authorised Officer

DP270670

IRMA PLACE

**COMMUNITY LAND DEVELOPMENT ACT 1989
COMMUNITY LAND MANAGEMENT ACT 1989**

COMMUNITY MANAGEMENT STATEMENT

WARNING

The terms of this management statement are binding on the community association, each subsidiary body (if any) within the community scheme and each person who is a proprietor, lessee, occupier or mortgagee or covenantor chargee in possession of a community development lot or strata plan within the community scheme.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws relate to the control and preservation of the essence or theme of the community scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association (See section 17(2) Community Land Management Act 1989).

BY-LAW 1: LANDSCAPING & BUILDING GUIDELINES FOR THE SCHEME

By-Law 1.1 Maintenance of Landscaping on Community Property

The Community Association may enter into and maintain a contract containing such terms and conditions as are reasonably satisfactory to the Community Association with reputable and appropriately qualified persons or companies for the provision of landscaping services to the Community Association.

By-Law 1.2 Maintenance of Landscaped Areas on lot

The proprietor or occupier of a lot shall keep the landscaped areas of the lot clean and tidy and in good repair and condition.

By-Law 1.3: Decision Final

A decision of the Community Association made in accordance with this by-law shall be final and binding on the proprietor or occupier.

PART 2

RESTRICTED COMMUNITY PROPERTY

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



DP270670

Community Land Management Act 1989).

BY-LAW 2: NO RESTRICTED PROPERTY

No part of the Community Property is subject to a restriction pursuant to Section 54(1) of the Community Land Management Act. All proprietors or occupiers shall be entitled to use the Community Property in the manner and in accordance with the by-laws relating thereto and any rules and regulations made by the Community Association pursuant to these by-laws.

PART 3

MANDATORY MATTERS

These are matters which must be addressed in every Management Statement.

BY-LAW 3: OPEN ACCESSWAYS OR PRIVATE ACCESSWAYS

By-Law 3.1: Open Accessways

The Community Property comprises the Open Accessways and adjoining landscaped open area. That part of the Community Property designated as an Open Accessway in the Open Accessway Plan is an open accessway.

By-Law 3.2: Control Management Use and Maintenance

The Community Association shall be responsible for the control, management, use and maintenance of the Open Accessway.

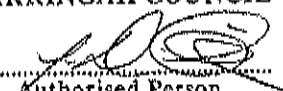
The Community Association may enter into and maintain a contract containing such terms and conditions as are reasonably satisfactory to the Community Association with reputable and appropriately qualified persons or companies for the provision of maintenance of the Open Accessway.

By-Law 3.3: Traffic

The Open Accessway is limited to a speed of 20 KPH and may be used by:

- (a) the proprietors and occupiers of lots;
- (b) the Community Association;
- (c) service providers; and
- (d) Council

WARRINGAH COUNCIL


.....
Authorised Person

DP270670

Page 3 of 22

By-Law 3.4: Parking

The following conditions apply to the use of the Open Accessway:

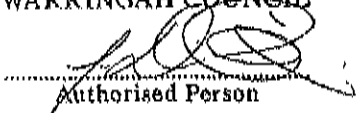
- (a) A person shall not drive, park or stand any vehicle on the Open Accessway unless:
 - i. if the vehicle must be registered under Traffic Laws, it is registered and complies with the Traffic Laws;
 - ii. if a licence is required for the use of the vehicle on a public road, that person holds a current drivers licence under the Traffic Laws.
- (b) A person must not:
 - i. drive, park or stand any vehicle in a manner that is or may be dangerous, causes obstruction or prevents or restricts the free movement of vehicles or pedestrians;
 - ii. sound any horn other than in an emergency;
 - iii. park on any part of the Open Accessway
- (a) notwithstanding the foregoing, a proprietor or occupier of a lot is entitled to stand any vehicle temporarily on the Open Accessway for the purposes of dropping off or picking up persons or goods provided that the vehicle must not unreasonably obstruct or prevent or restrict the movement of other vehicles or pedestrians in the Open Access Way.

BY-LAW 4: PERMITTED USES OF AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY

By-Law 4.1: General

- (a) The Community Property is the property set apart as Open Accessway and adjoining land. An Authorised Person or owner or occupier of a lot shall not, except with the prior approval of the Community Association, use any part of the Community Property other than in accordance with the uses for which the respective part of the Community Property was intended to be used and shall immediately notify the Community Association on becoming aware of any part of the Community Property being damaged or otherwise in a state of disrepair.
- (b) An Authorised Person or the owner or occupier of a lot must not, except with the prior approval of the Community Association, leave anything on or obstruct the use of the Community Property. An Authorised Person or the owner or occupation of a lot must not damage Community Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Community Property.

WARRINGAH COUNCIL


Authorised Person

DP270670

By-Law 4.2:

The Community Association shall be responsible for the control, management and maintenance of the on site detention maintenance system including the water quality unit, and the stormwater drainage system.

The Community Association may enter into and maintain a contract containing such terms and conditions as are reasonable satisfactory to the Community Association with reputable and appropriate qualified persons or companies for the provisions of maintenance of the on site detention maintenance system including the water quality unit, and stormwater drainage system

BY-LAW 5: INTERNAL FENCING

By-Law 5.1: Application of Dividing Fences Act 1991

Subject to Section 117 of the Community Land Management Act 1989, the provisions of the Dividing Fences Act 1991 shall have effect in relation to dividing fences between:

- (a) one lot and another lot;
- (b) where a lot adjoins Community Property, the repair, replacement and maintenance will be at the expense of the respective owner of the lot.

By-Law 5.2: Owner or Occupier to reimburse Community Association

Where pursuant to Section 117 of the Community Land Management Act 1989 the Community Association is obliged to make contribution to an owner of land outside the Community Parcel in relation to a dividing fence between that land and a lot within the Community Parcel, the owner or occupier, being the owner or occupier of that lot, shall reimburse the Community Association in respect of such contribution.

By-Law 5.3: Owner to maintain

An owner or occupier of a lot must maintain any fences including any dividing fences in good condition and repair and, if in need of repair or replacement, must to the extent reasonably possible use the same materials having the same colour, style, appearance and characteristics as, or be consistent with, the current or previously existing fence (as the case may be) (if any) promptly undertake such repair or replacement.

In respect of a dividing fence between one lot and another lot (excepting a lot that is Community Property) the obligations of the owner or occupier of each lot under this by-law are joint and several in terms of the Community Association be entitled to require the owner or occupier to comply with this clause.

By-Law 5.4: Owner not permitted to

An owner or occupier is not permitted to:

- (a) erect a fence on the street front alignment or between the front street boundary and the building line as fixed by Council;
- (b) construct any new fence of a lot without the approval of the Executive Committee.

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BY-LAW 6: GARBAGE

By-Law 6.1: Agreement with Council

The Community Association shall prior to commencement of waste and/or recycling services enter into an agreement with Council for on site waste collection in a form required by Council.

By-Law 6.2: Garbage Container

An owner or occupier of a lot must provide and use a garbage container as required by the Council from time to time for the removal of garbage from the lot.

By-Law 6.3: Storage

An owner or occupier must keep any garbage container and/or garbage secure:

- (a) so that it does not emit odours;
- (b) so that it is properly stored and concealed from view from outside the lot unless the garbage container has been placed on the designated area set aside to enable the collection and removal of garbage by the Council on that or the following day.

An owner or occupier of a lot shall be responsible for keeping any garbage container clean and shall be responsible for the maintenance of its garbage container.

By-Law 6.4: Collection

The owner or occupier of a lot must ensure that garbage in his/her garbage bin and on or from the lot is made available for collection by the Council in accordance with the Council's by-laws and ordinances relating to the disposal and collection of garbage.

Garbage containers, including for recyclable material, must only be placed in the designated collection area no more than 12 hours before or 12 hours after the scheduled Council collection time.

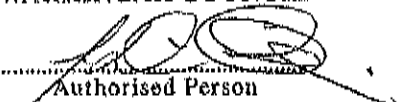
By-Law 6.5: Recyclable garbage

An owner or occupier of a lot must ensure that recyclable materials is made available for collection by the Council in accordance with the Council's by-laws and ordinances relating to the disposal and collection of recyclable garbage.

By-Law 6.6: Access

- (a) The Community Association must provide access to the Council for the purpose of garbage collection and the Community Association shall ensure that designated collection points are kept clear and unobstructed for collection vehicles.
- (b) The Community Association is to indemnify Council and/or its contractors against any damage to the driveway caused by the movement of garbage collection vehicles over that part of the driveway required by Council to be used for the collection of bins on collection day.

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BY-LAW 7 SERVICES

By-Law 7.1

The services to be provided in this scheme are as follows:

- | | |
|---------------------------|-----------------------|
| (a) electricity - | Community Association |
| (b) water supply - | Sydney Water |
| (c) telecommunications - | Telstra |
| (d) sewerage - | Sydney Water |
| (e) stormwater drainage - | Community Association |
| (f) gas - | Jemena |

By-Law 7.2

This Management Statement includes a Prescribed Diagram in respect of the electricity services.

It is intended to create a statutory easement pursuant to Community Land Development Act 1989 section 36 in respect of the electricity shown in the Prescribed Diagram.

By-Law 7.3

This Management Statement includes a Prescribed Diagram in respect of the telecommunications services.

It is intended to create a statutory easement pursuant to Community Land Development Act 1989 section 36 in respect of the telecommunications shown in the Prescribed Diagram.

By-Law 7.4

This Management Statement includes a Prescribed Diagram in respect of the stormwater drainage.

It is intended to create a statutory easement pursuant to Community Land Development Act 1989 section 36 in respect of the stormwater drainage shown in the Prescribed Diagram. Council is not liable for the repair or maintenance of the stormwater drainage services with the Community Property.

By-Law 7.5

This Management Statement includes a Prescribed Diagram in respect of the gas services.

It is intended to create a statutory easement pursuant to Community Land Development Act 1989 section 36 in respect of the gas shown in the Prescribed Diagram.

By-Law 7.6

To the extent that responsibility for the cost of repair or maintenance from time to time of such services is not borne or liable to be borne by the provider of such services such costs shall:

- (a) in the event the requirements for repair or maintenance arises out of any act or omission by a lot proprietor, lessee or occupier or his servant, agents or invitees, shall be borne by the proprietor of the lot concerned who shall indemnify and keep

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indemnified the other lot proprietors in the scheme and the Community Association in respect of such costs; and

- (b) in respect of the internal connections within Community lots for the services of electricity, water supply, telecommunications, sewerage, stormwater and gas referred to in 7.1 (a) to (f), be the responsibility of the proprietor of the lot concerned; and
- (c) in any other event shall be borne by the Community Association.

BY-LAW 8: INSURANCE

By-Law 8.1: Compulsory Insurance

The Community Association shall effect all insurances which it is required to effect from time to time under each of the Community Land Development Act 1989 and Community Land Management Act 1989 or any other Act in such manner and with such insurer as is provided therein or in the Regulations made pursuant thereto or in the event there is no such provision in the manner determined by the Community Association from time to time.

By-Law 8.2: Optional Insurances

The Community Association may effect such insurances other than the insurances referred to in By-Law 8.1 hereof which it considers necessary in the interests of proprietor or occupiers.

By-Law 8.3: Insurance in respect of lots

Each proprietor or occupier shall be responsible for insuring against all and any risks of being the proprietor of a lot including without limitation the risk of damage or destruction to any improvements constructed thereon.

BY-LAW 9: EXECUTIVE COMMITTEE

By-Law 9.1: The Executive Committee

The Executive Committee and the Chairperson, Secretary and Treasurer thereof must respectively be elected and appointed in accordance with Division 2 of Part 2 of the Community Land Management Act 1989.

By-Law 9.2: Notice of Executive Committee Meetings

The Executive Committee shall cause notice to be given to proprietors in the manner prescribed by the rules and regulations (or if no manner is prescribed, in such other manner as it considers appropriate having regard to where proprietors reside) of its intention to hold a meeting setting out the time, location and reasonable details of the agenda for the meeting not less than seventy two (72) hours prior to the scheduled commencement time of the meeting as set out in such notice. The Executive Committee shall not at any meeting held following the giving of such notice deal with any business the reasonable details of which were not included in the agenda set out in such notice.

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By-Law 9.3: Proprietors at Executive Committee Meeting

A proprietor or a nominee for the proprietor is entitled to attend a meeting of the Executive Committee but may not address the meeting unless authorised by resolution of the Executive Committee and shall not be entitled to vote thereat.

By-Law 9.4: Voting in writing

Where:

- (a) by-law 9.2 has been complied with in relation to a meeting; and
- (b) each proprietor or occupier of the Executive Committee has been served with a copy of any motion for a proposed resolution to be submitted at that meeting; and
- (c) the proposed resolution has been approved in writing by a majority of the Executive Committee, then the resolution is, if a notice has not been given under Section 38(3) of the Community Land Management Act, as valid as if it had been duly passed at a duly convened meeting of the Executive Committee, even though the meeting was not held.

By-Law 9.5: Minutes to be kept

- (a) The Executive Committee shall within fourteen (14) days after each meeting cause a copy of the minutes of the meeting prepared in accordance with Section 38(7) of the Community Land Management Act 1989 to be given in the manner prescribed by the rules and regulations to all proprietors (or if no manner is prescribed, in such a manner as the Executive Committee considers appropriate having regard to where the proprietor or occupiers reside).
- (b) Minutes of the meetings of the Executive Committee and all resolutions passed must be placed with the minutes of the General Meetings of the Community Association.

By-Law 9.6: Conduct, Place and Frequency of Meetings

The Executive Committee shall:

- (a) conduct its meetings in accordance with the rules and regulations or if there are no such rules and regulations which relate thereto in such manner as the Executive Committee thinks fit;
- (b) hold its meetings as often as is necessary having regard to the interest of proprietors or occupiers and its obligations and functions under this Management Statement, the rules and regulations or any law;
- (c) hold its meetings at such place as it considers appropriate and if the rules and regulations so provide may hold its meetings by correspondence.

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By-Law 9.7: Powers and Duties of Secretary

The powers and duties of the Secretary of the Community Association are:

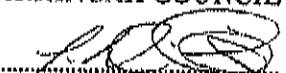
- (a) preparing and displaying or distributing minutes of meetings and resolutions of the Community Association and the Executive Committee;
- (b) giving on behalf of the Community Association and the Executive Committee, notices required to be given under the Community Land Management Act;
- (c) maintaining the community roll;
- (d) making available for inspection, on behalf of the Community Association, the documents and records set out in clause 1 of Schedule 4 of the Community Land Management Act;
- (e) supplying on behalf of the Community Association, certificates in accordance with Schedule 4 of the Community Land Management Act;
- (f) answering communications addressed to the Community Association of the Executive Committee;
- (g) convening meetings of the Executive Committee and the Community Association (other than the first annual general meeting);
- (h) performing and exercising matters of an administrative or secretarial nature which are associated with the functions and duties of the Community Association or the Executive Committee, and;
- (i) keeping records for the Community Association under:
 - i. Part 3 of Schedule 1 of the Community Land Management Act; and
 - ii. Part 1 of Schedule 3 of the Community Land Management Act.

By-Law 9.8: Powers and duties of Treasurer

The powers and duties of the Treasurer of the Community Association include:

- (a) notifying proprietors of lots of contributions levied pursuant to the Community Land Management Act or this Management Statement and collecting all contributions;
- (b) receiving, acknowledging, banking and accounting for all money paid to the Community Association;
- (c) preparing any certificate applied for under and in accordance with Section 26 and clause 2 of Schedule 4 of the Community Land Management Act;

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- (d) keeping the prescribed accounting records referred to in clause 10 of Schedule 1 of the Community Land Management Act;
- (e) preparing the prescribed financial statements referred to in clause 11 of Schedule 1 of the Community Land Management Act; and
- (f) the functions set out in clause 36(1) of the Community Land Management Act.

By-Law 9.9:

The Executive Committee and its members shall not be liable for any loss or damage which arises as a result of any act done by the Executive Committee or the proprietor or occupier in its, his or her respective capacity as the Executive Committee or member of the Executive Committee except fraud on the part of the Executive Committee or that member.

By-Law 9.10:

Members of the Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of their functions.

PART 4

OPTIONAL MATTERS

BY-LAW 10: RULES AND REGULATIONS

By-Law 10.1: Community Association may make rules and regulations

The Community Association may at any time and from time to time make, amend, cancel, add to or suspend rules and regulations which are not inconsistent with any by-laws contained in this Management Statement or any function or obligation imposed on the Community Association under any Act. Each proprietor or occupier shall be bound by the rules and regulations. If there shall be any inconsistency between the by-laws contained in this Management Statement and any of the rules and regulations, the by-laws contained in this Management Statement shall prevail.

By-Law 10.2: Copy of rules and regulations to be distributed

The Community Association shall upon making, amending, cancelling or suspending any rule or regulation contained in or to be added to the rules and regulations distribute a copy of such additional or altered rule or regulation, as the case maybe, to each proprietor or occupier or to such person as the proprietor and each occupier nominates as its representative.

By-Law 10.3: Proprietors or Occupiers shall observe rules and regulations

Each proprietor or occupier shall at all times observe and comply with the rules and regulations made in accordance with By-Law 10 and shall not do, permit or suffer to be done anything contrary thereto. A failure by a proprietor or occupier to observe and comply with

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any rule or regulation contained in the rules and regulations shall constitute a breach by that proprietor or occupier of this By-Law 10. A proprietor or occupier shall be responsible for ensuring that the by-laws contained in this Management Statement and the rules and regulations are continuously observed and complied with by all of that proprietor's or occupier's invitees and any persons claiming through or under that proprietor or occupier. A failure by any such invitee or other person claiming through or under a proprietor or occupier to observe and comply with any by-law contained in this Management Statement or of the rules and regulations shall constitute a breach of this By-Law 10 by the proprietor or occupier.

By-Law 10.4: Community Association to give notice

In the event of a breach by a proprietor or occupier of a by-law contained in this Management Statement or of any rule or regulation contained in the rules and regulations, the Community Association shall (except in the case of a breach requiring the Community Association to act immediately to prevent damage to property or injury to person) serve a notice upon such proprietor or occupier specifying the by-law(s) and/or rule or regulation which the proprietor or occupier has breached and the works to be carried out and/or the matters to be attended to by the proprietor or occupier and the time within which such works must be carried out or matters attended to so that the proprietor or occupier shall no longer be in breach of the said by-law(s) or rules and regulations. In the event that such breach by any proprietor or occupier has resulted in damage to any part of the Community Property such notice shall specify the damage to be repaired by the proprietor or occupier and the period of time within which such repairs shall be completed.

By-Law 10.5: Failure to comply with Notice

Where the proprietor or occupier fails to comply with the notice served upon the proprietor or occupier by the Community Association under By-Law 10.4, then the Community Association may, as soon as practicable thereafter, where appropriate:

- (a) apply to the Registrar for an order (or interim order as the case may be) directing the proprietor or occupier to observe the said by-law or rule or regulation in respect of which the proprietor or occupier is in breach; or
- (b) carry out the works and/or repairs set out in such notice and/or attend to the matters set out in such notice which should have been attended to by the proprietor or occupier.

By-Law 10.6: Power of Entry of Community Association

In addition to the powers conferred by Section 60 of the Community Land Management Act 1989 upon the Community Association to enter upon any part of the Community Property for the purposes as specified therein, the Community Association shall also have the power to enter any part of the Community Property including any part of a lot for the purpose of performing any of the functions conferred or imposed upon the Community Association by any Act or by this Management Statement.

By-Law 10.7: Reimbursement of costs, charges and expenses

A proprietor or occupier must pay or reimburse the Community Association on demand for all costs and expenses incurred by the Community Association in connection with the

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contemplated or actual enforcement, or preservation of any rights under the by-laws in relation to the proprietor including, without limitation, all expenses incurred in retaining any independent consultant or other person to evaluate any matter and its administration costs in connection therewith.

By-Law 10.8: Community Association not to be liable

The Community Association shall not be liable for any loss or damage howsoever caused or arising from the non-enforcement of any by-law contained in this Management Statement or of any of the rules and regulations contained in the rules and regulations in accordance with this By-Law 10.

By-Law 10.9: Proprietor or Occupier to comply at own expense

A proprietor or occupier shall comply with the obligations under these by-laws and the rules and regulations at the proprietor's or occupier's own cost except where the by-laws or rules and regulations provide to the contrary.

By-Law 10.10: Negotiation and Administration of service contracts

To allow the Community Association to more effectively perform the functions conferred and obligations imposed on it by any Act or by this Management Statement the Community Association may enter into any contracts for the provision of any service or services to be performed by any third party which contracts shall be on such terms and conditions as the Community Association reasonably determines and the consideration payable under such contracts shall be paid out of contributions to either of the Administrative or Sinking Funds levied on proprietors or occupiers.

By-Law 10.11: Managing Agent

In the event that the Community Association appoints a managing agent pursuant to Section 50 of the Community Land Management Act 1989, the Community Association may delegate to the managing agent, in addition to the functions the Community Association is entitled to delegate to the managing agent under the said Act, the functions imposed upon the Community Association by this Management Statement or by any other Act. The consideration or fees payable to the managing agent for the performance of any of the functions of the Community Association delegated to the managing agent shall be payable out of the administrative fund.

By-Law 10.12: Employees and Consultants

The Community Association may employ such staff, advisers, consultants, agents or lawyers as it may require, whether on a permanent, part time or casual basis, to assist with its management, control and maintenance of the Community Property and the performance of the functions conferred and obligations imposed on the Community Association by any Act or this Management Statement.

By-Law 10.13: Agreement between Community Association and a Proprietor or Occupier

A Community Association may only enter into an agreement under Section 22 of the Community Land Management Act 1989 which has the effect of conferring a benefit on one (1) or some but not all proprietors where the Community Association charges such proprietor

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or proprietors a reasonable fee for receiving such benefit.

By-Law 10.14: Proprietor of Occupier Not to Instruct

A proprietor or occupier shall not instruct or request that any contractor, employee, consultant, agent or lawyer appointed or employed by the managing agent to do any act or thing without the prior approval in writing of the managing agent. Any proprietor or occupier who gives any such instruction or makes any such request shall be liable for all costs or expenses incurred by the managing agent as a consequence thereof.

BY-LAW 11: INTEREST

If any monies payable by a proprietor or occupier to the Community Association being other than a contribution to the administrative fund or sinking fund levied by the Community Association under the Community Land Management Act 1989 are not paid on their due dates for payment of the same as specified in any notice given by the Community Association to that member or as otherwise specified, that proprietor or occupier shall pay simple interest on the total amount which remains unpaid from the day after the date upon which the monies became due and payable up to and including the date of actual payment at the rate of ten percent (10%) per annum.

BY-LAW 12: CONTROL OF LESSEES/LICENSEES

A proprietor whose lot in whole or in part is the subject of a lease or licence agreement must:

- (a) provide the lessee or licensee with a copy of this Management Statement;
- (b) require the lessee or licensee to perform and observe the obligations on the part of the proprietor under the by-laws; and
- (c) take all reasonable steps including, without limitation, any action available to him/her under the lease or licence agreement to ensure that the lessee or licensee of the lot and any person on the Community Property with the consent (express or implied) of the lessee or licensee complies with the by-laws.

BY-LAW 13: DEFINITIONS, INTERPRETATION AND GENERALLY

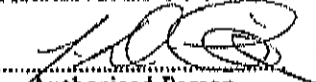
If a word used in this Management Statement is used in the Community Land Development Act 1989 or the Community Land Management Act 1989 it has the same meaning as attributed to it in the Acts respectively.

Otherwise the following words have the meanings:

Authorised Person means a person on the Community Property with the consent express or implied of a lot owner or occupier or with the consent of the Community Association.

Council means Warringah Council or any replacement of it.

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Community Association means a corporation that:

- (a) is constituted by section 25 of the Community Land Development Act 1989 on the registration of the Community Plan; and
- (b) is established as a Community Association by section 5 of the Community Land Management Act 1989.

Community lot means land that is a lot in a Community Plan that is not Community Property, a public reserve or a drainage reserve and not land that has become subject to a subsidiary scheme or a lot that has been severed from the community scheme.

Community Parcel means the land the subject of the Community Scheme.

Community Plan means that plan of subdivision registered with the Management Statement.

Community Property means lot 1 in the Community Plan and includes the Open Accessway

Community Scheme is as defined in the Community Land Management Act 1989 and regulations made under it.

Executive Committee means the executive committee of the Community Association as determined pursuant to the Community Land Management Act 1989.

General Meetings means the general meetings of the Community Association under Division 1 of Part 2 of the Community Land Management Act 1989.

lot means a Community lot.

Management Statement means this Management Statement.

Open Accessway means an accessway designated as a private accessway on the Open Accessway Plan pursuant to Part 5 of the Community Land Development Act 1989.

Open Accessway Plan means a plan attached to this Management Statement creating access ways pursuant to Part 5 of the Community Land Development Act 1989.

Prescribed Diagram means the diagram or diagrams relating to the Service Lines with in the Community Plan and prescribed in Section 36 of the Community Land Development Act 1989.

Service Lines means 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 Prescribed Diagram.

Service Provider mean, without limitation, any authorities or corporations assuming their functions.

Traffic Laws means any applicable legislation or any regulations, ordinances, by-laws or orders made thereunder relating to the regulation and use of vehicles.

In this Management Statement, unless the context otherwise requires:

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- (a) a reference to one gender includes all other genders;
- (b) a reference to a person includes a corporation.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITY

This part may specify by-laws made at the request of a public authority. These by-laws may provide that amendments may not be made without the consent of the public authority.

BY-LAW 14: PUBLIC AUTHORITY

In this by-law the expression 'the Act' shall mean the Conveyancing Act 1919.

By-Law 14.1: Water Filter

In this By-Law: "Structure and Works (Water quality filter)" means the water quality filter unit constructed on the Community Parcel hereby burdened within the area identified on the plan attached to this Management Statement designed to filter stormwater on the Community Parcel and described as water quality filter unit shown on plans approved by the Council Approval No. 2007/1061.

- (a) The Community Association covenants with Council in respect to the Structure and Works (Water quality filter) that it will not
 - (i) do any act, matter or thing which would prevent the Structure and Works (Water quality filter) from operating in an efficient manner.
 - (ii) make any alterations or additions to the Structure and Works (Water quality filter) or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the Structure and Works (Water quality filter) without the express written consent of the Council, and this covenant shall bind the Community Association and all proprietors.
 - (iii) this covenant shall bind all persons who claim under the Community Association as stipulated in section 88E(5) of the Act.
- (b) The Community Association covenants with Council that it will maintain and repair the Structure and Works (Water quality filter) on the Community Parcel in accordance with the following terms and conditions:
 - (i) it will keep the Structure and Works (Water quality filter) clean and free from silt, rubbish and debris
 - (ii) it will maintain and repair at the sole expense of the Community Association the whole of the Structure and Works (Water quality filter) so that it functions in a safe and efficient manner.
- (d) 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 two days notice (but at any time without notice in the case of an emergency) enter the Community Parcel and view

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the condition of the Community Parcel and the state of construction maintenance or repair of the Structure and Works (Water quality filter) on the Community Parcel.

- (e) The Community Association shall indemnify the Council and any adjoining Community Parcel owners against any claims for damages arising from the failure of any component of the Structure and Works (Water quality filter), or failure to clean, maintain and repair the water quality filter unit.
- (f) By written notice the Council may require the Community Association 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 (Water quality filter) and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- (g) Pursuant to section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
 - (i) In the event that the Community Association 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 Community Parcel 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 (f) hereof.
 - (ii) The Council may recover from the Community Association in a Court of competent jurisdiction:
 - i. Any expense reasonably incurred by it in exercising its powers under sub-paragraph i 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.
 - ii. 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 certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- (h) This covenant shall bind all persons who claim under the Community Association as stipulated in section 88E(5) of the Act.

By-Law 14.2: Onsite Water Detention System

In this By-law: "Onsite Water Detention System" shall mean the on-site stormwater detention system constructed on the Community Parcel as shown on the plan attached to this Management Statement including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the Community Parcel and as shown on plans approved by the Council and described as "onsite stormwater detention system" on plans approved by the Council Approval No. 2007/1061.

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- (a) The Community Association covenants with the Council in respect of the Onsite Water Detention System that they will not:
- (i) do any act, matter or thing which would prevent the Onsite Water Detention System from operating in an efficient manner.
 - (ii) make any alterations or additions to the Onsite Water Detention System or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the Onsite Water Detention System without the express written consent of the authority.
 - (iii) this covenant shall bind all persons who claim under the Community Association as stipulated in section 88E(5) of the Act.
- (k) The Community Association covenant with the Council that they will maintain and repair the Onsite Water Detention System on the Community Parcel in accordance with the following terms and conditions:
- (l) The Community Association will:
- (i) keep the Onsite Water Detention System clean and free from silt, rubbish and debris
 - (ii) maintain and repair at the sole expense of the Community Association the whole of the Onsite Water Detention System so that it functions in a safe and efficient manner.
- (m) 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 two days notice (but at any time without notice in the case of an emergency) enter the Community Parcel and view the condition of the Community Parcel and the state of construction maintenance or repair of the Onsite Water Detention System on the Community Parcel.
- (n) The Community Association shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the water quality unit, or failure to clean, maintain and repair the Onsite Water Detention System .
- (o) By written notice the Council may require the Community Association 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 Onsite Water Detention System and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- (p) Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- (i) In the event that the Community Association 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 Community Parcel 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 IV hereof.
 - (ii) The Council may recover from the Community Association in a Court of competent jurisdiction :

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- a. Any expense reasonably incurred by it in exercising its powers under subparagraph i 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.
- b. 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 certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- (d) This covenant shall bind all persons who claim under the Community Association as stipulated in section 88E(5) of the Act.

BY-LAW 15: COUNCIL

Development is to proceed in accordance with Warringah Council Determination No. DA 2007/1061 dated 18 April 2008

Certified correct for the purposes of the
Real Property Act 1900 by the Notary
SIGNED by Raymond Timmins as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 no. 332

(Signature) Tier Three Attorney
By executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.

I certify that the attorney for the Notary
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.

Signature of witness: Mary Travers
Name of witness: Mary Travers
Address of witness: 1 King Street
Concord West NSW

WARRINGAH COUNCIL

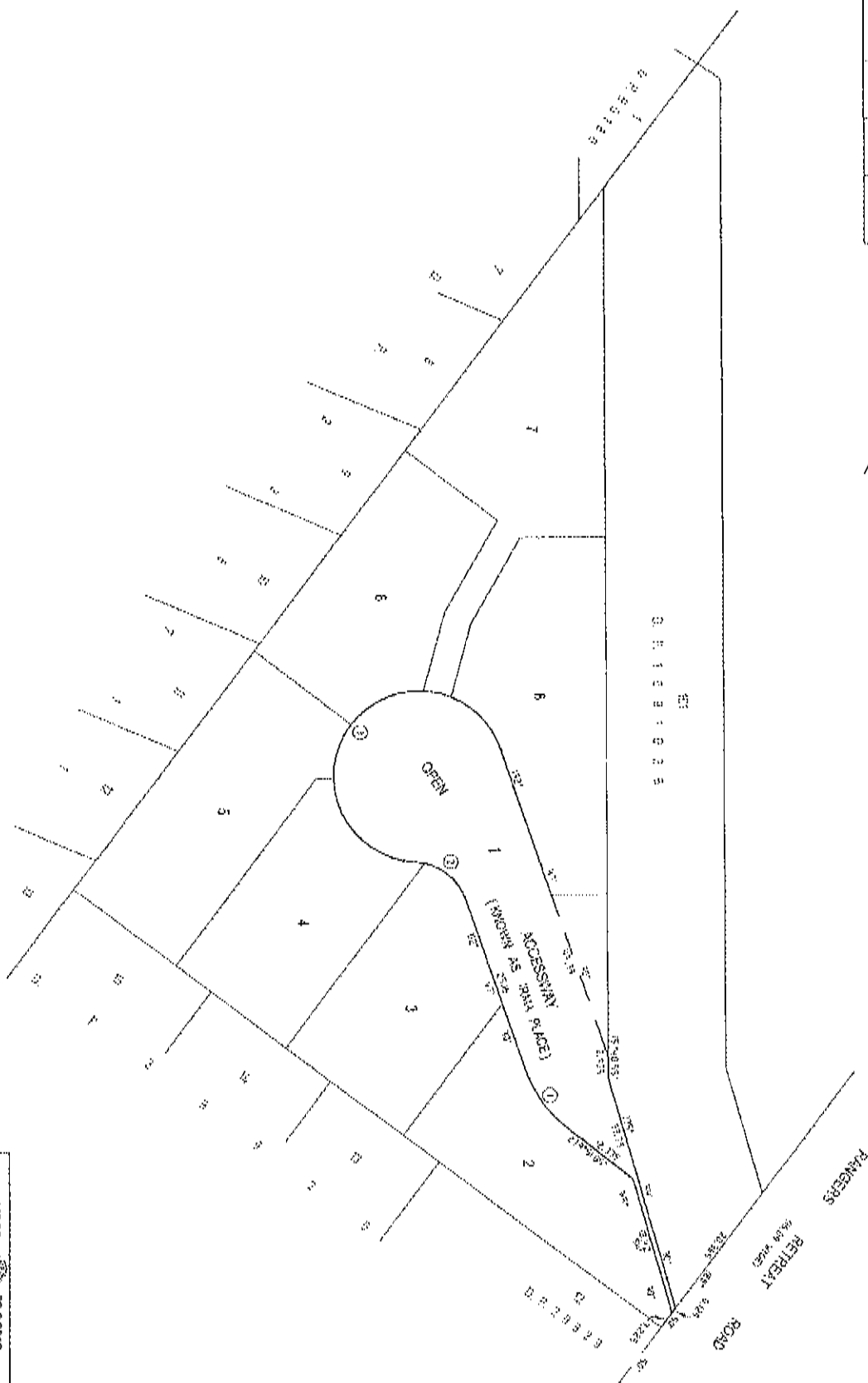
[Signature]
Authorised Person

SCHEDULE OF CARRIED FORWARD				
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OPEN ACCESS <https://doi.org/10.1186/s13047-022-00061-1>

KARL



REGISTERED  Z66290

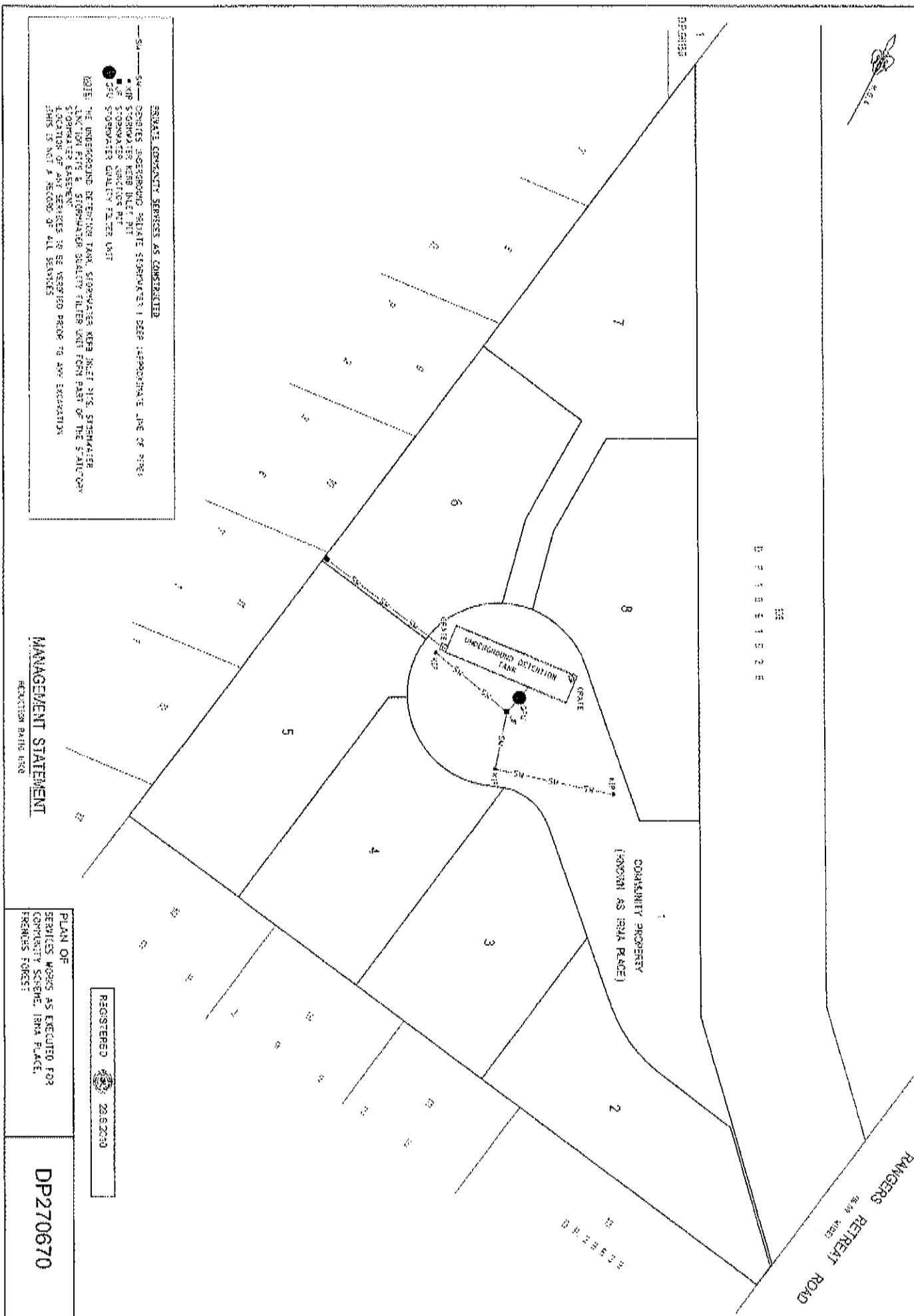
THIS PLAN ILLUSTRATES OPEN ACCESSWAYS WHICH ARE (COMMONLY) PRIVATELY OWNED AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1993

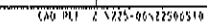
PLAN OF

OPEN ACCESSWAY WITHIN COMMUNITY
SCHEME, 199A PLACE, FREE-OF-COST

DP270670

FOR THE UNITED STATES OF AMERICA





DP270670

SIGNATURES, CONSENTS AND APPROVALS

DATED 7th day of JUNE 2010

*Signature/*seal of developer/*developers authorised agent

Signature of witness

Name, address and occupation of witness... ANDREW JOHN HALMARICK

34 MARY ST HUNTERS HILL - REGISTERED SURVEYOR

CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has approved of the development described in Development Application No. 2007/1061; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with the development as approved.

Date: 26-5-10

Signature on behalf of consent authority

Authorised Officer

* Strike out whichever is inapplicable

WARRINGAH COUNCIL

Authorised Person



MAP OF A PORTION OF THE CITY OF CHICAGO

STREETS AND ALLEYS:

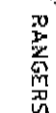
- KANYA STREET (15.24 WIDE)
- PARNI PLACE (15.24 WIDE)
- FITZPATRICK AVENUE (20.15 WIDE)
- RANGERE ROAD (16.09 WIDE)
- MEREDITH PLACE (15.24 WIDE)

LOTS AND PROPERTY:

- LOT 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 86

SOCIETY OF REGISTRATION AGENTS				
NAME	REGISTRATION NO.	ADDRESS	PHONE NO.	CLASS
Mr. A. K. Singh	123456789	123 Main St.	1234567	1
Mr. B. D. Sharma	987654321	456 Main St.	9876543	2
Mr. C. E. Patel	567890123	789 Main St.	5678901	3
Mr. D. F. Singh	345678901	012 Main St.	3456789	4
Mr. E. G. Singh	234567890	345 Main St.	2345678	5
Mr. F. H. Singh	123456789	456 Main St.	1234567	6
Mr. G. I. Singh	987654321	567 Main St.	9876543	7
Mr. H. J. Singh	876543210	678 Main St.	8765432	8
Mr. I. K. Singh	765432109	789 Main St.	7654321	9
Mr. J. L. Singh	654321098	890 Main St.	6543210	10
Mr. K. M. Singh	543210987	901 Main St.	5432109	11
Mr. L. N. Singh	432109876	012 Main St.	4321098	12
Mr. M. O. Singh	321098765	123 Main St.	3210987	13
Mr. N. P. Singh	210987654	234 Main St.	2109876	14
Mr. O. Q. Singh	109876543	345 Main St.	1098765	15
Mr. P. R. Singh	098765432	456 Main St.	0987654	16
Mr. Q. S. Singh	987654321	567 Main St.	9876543	17
Mr. R. T. Singh	876543210	678 Main St.	8765432	18
Mr. S. U. Singh	765432109	789 Main St.	7654321	19
Mr. T. V. Singh	654321098	890 Main St.	6543210	20
Mr. U. W. Singh	543210987	901 Main St.	5432109	21
Mr. V. X. Singh	432109876	012 Main St.	4321098	22
Mr. W. Y. Singh	321098765	123 Main St.	3210987	23
Mr. X. Z. Singh	210987654	234 Main St.	2109876	24
Mr. Y. A. Singh	109876543	345 Main St.	1098765	25
Mr. Z. B. Singh	098765432	456 Main St.	0987654	26
Mr. A. C. Singh	987654321	567 Main St.	9876543	27
Mr. B. D. Singh	876543210	678 Main St.	8765432	28
Mr. C. E. Singh	765432109	789 Main St.	7654321	29
Mr. D. F. Singh	654321098	890 Main St.	6543210	30
Mr. E. G. Singh	543210987	901 Main St.	5432109	31
Mr. F. H. Singh	432109876	012 Main St.	4321098	32
Mr. G. I. Singh	321098765	123 Main St.	3210987	33
Mr. H. J. Singh	210987654	234 Main St.	2109876	34
Mr. I. K. Singh	109876543	345 Main St.	1098765	35
Mr. J. L. Singh	098765432	456 Main St.	0987654	36
Mr. K. M. Singh	987654321	567 Main St.	9876543	37
Mr. L. N. Singh	876543210	678 Main St.	8765432	38
Mr. M. O. Singh	765432109	789 Main St.	7654321	39
Mr. N. P. Singh	654321098	890 Main St.	6543210	40
Mr. O. Q. Singh	543210987	901 Main St.	5432109	41
Mr. P. R. Singh	432109876	012 Main St.	4321098	42
Mr. Q. S. Singh	321098765	123 Main St.	3210987	43
Mr. R. T. Singh	210987654	234 Main St.	2109876	44
Mr. S. U. Singh	109876543	345 Main St.	1098765	45
Mr. T. V. Singh	098765432	456 Main St.	0987654	46
Mr. U. W. Singh	987654321	567 Main St.	9876543	47
Mr. V. X. Singh	876543210	678 Main St.	8765432	48
Mr. W. Y. Singh	765432109	789 Main St.	7654321	49
Mr. X. Z. Singh	654321098	890 Main St.	6543210	50
Mr. Y. A. Singh	543210987	901 Main St.	5432109	51
Mr. Z. B. Singh	432109876	012 Main St.	4321098	52
Mr. A. C. Singh	321098765	123 Main St.	3210987	53
Mr. B. D. Singh	210987654	234 Main St.	2109876	54
Mr. C. E. Singh	109876543	345 Main St.	1098765	55
Mr. D. F. Singh	098765432	456 Main St.	0987654	56
Mr. E. G. Singh	987654321	567 Main St.	9876543	57
Mr. F. H. Singh	876543210	678 Main St.	8765432	58
Mr. G. I. Singh	765432109	789 Main St.	7654321	59
Mr. H. J. Singh	654321098	890 Main St.	6543210	60

Registered	8/17/2005
Title System: TORRENS (LIMITED)	
Purpose:	SUBDIVISION
Ref Map:	U1B-0-24 U1B-0-53
Last Plan:	08144-029, 08144-030
PLAN OF SUBDIVISION OF LOT 1 D.P. 744929 AND SACSMEN TO DRAIN WATER WITHIN LOT 1 D.P. 93380	
Length of E. Return	Section Page: 1/105
LGA WASHINGTON	
Subdivisor: FRENCHS FOREST	
Parish: MAULY COVE	
County: CUMBERLAND	
This is a part of my Series 2 sheets. (Indicate Page(s) only)	
Survey Registration 201: 1. DATED 8/17/2005 2. BY: JAMES H. WATSON, JR., P.E. 3. BY: JAMES H. WATSON, JR., P.E. 4. BY: JAMES H. WATSON, JR., P.E. 5. BY: JAMES H. WATSON, JR., P.E. 6. BY: JAMES H. WATSON, JR., P.E. 7. BY: JAMES H. WATSON, JR., P.E. 8. BY: JAMES H. WATSON, JR., P.E. 9. BY: JAMES H. WATSON, JR., P.E. 10. BY: JAMES H. WATSON, JR., P.E. 11. BY: JAMES H. WATSON, JR., P.E. 12. BY: JAMES H. WATSON, JR., P.E. 13. BY: JAMES H. WATSON, JR., P.E. 14. BY: JAMES H. WATSON, JR., P.E. 15. BY: JAMES H. WATSON, JR., P.E. 16. BY: JAMES H. WATSON, JR., P.E. 17. BY: JAMES H. WATSON, JR., P.E. 18. BY: JAMES H. WATSON, JR., P.E. 19. BY: JAMES H. WATSON, JR., P.E. 20. BY: JAMES H. WATSON, JR., P.E. 21. BY: JAMES H. WATSON, JR., P.E. 22. BY: JAMES H. WATSON, JR., P.E. 23. BY: JAMES H. WATSON, JR., P.E. 24. BY: JAMES H. WATSON, JR., P.E. 25. BY: JAMES H. WATSON, JR., P.E. 26. BY: JAMES H. WATSON, JR., P.E. 27. BY: JAMES H. WATSON, JR., P.E. 28. BY: JAMES H. WATSON, JR., P.E. 29. BY: JAMES H. WATSON, JR., P.E. 30. BY: JAMES H. WATSON, JR., P.E. 31. BY: JAMES H. WATSON, JR., P.E. 32. BY: JAMES H. WATSON, JR., P.E. 33. BY: JAMES H. WATSON, JR., P.E. 34. BY: JAMES H. WATSON, JR., P.E. 35. BY: JAMES H. WATSON, JR., P.E. 36. BY: JAMES H. WATSON, JR., P.E. 37. BY: JAMES H. WATSON, JR., P.E. 38. BY: JAMES H. WATSON, JR., P.E. 39. BY: JAMES H. WATSON, JR., P.E. 40. BY: JAMES H. WATSON, JR., P.E. 41. BY: JAMES H. WATSON, JR., P.E. 42. BY: JAMES H. WATSON, JR., P.E. 43. BY: JAMES H. WATSON, JR., P.E. 44. BY: JAMES H. WATSON, JR., P.E. 45. BY: JAMES H. WATSON, JR., P.E. 46. BY: JAMES H. WATSON, JR., P.E. 47. BY: JAMES H. WATSON, JR., P.E. 48. BY: JAMES H. WATSON, JR., P.E. 49. BY: JAMES H. WATSON, JR., P.E. 50. BY: JAMES H. WATSON, JR., P.E. 51. BY: JAMES H. WATSON, JR., P.E. 52. BY: JAMES H. WATSON, JR., P.E. 53. BY: JAMES H. WATSON, JR., P.E. 54. BY: JAMES H. WATSON, JR., P.E. 55. BY: JAMES H. WATSON, JR., P.E. 56. BY: JAMES H. WATSON, JR., P.E. 57. BY: JAMES H. WATSON, JR., P.E. 58. BY: JAMES H. WATSON, JR., P.E. 59. BY: JAMES H. WATSON, JR., P.E. 60. BY: JAMES H. WATSON, JR., P.E. 61. BY: JAMES H. WATSON, JR., P.E. 62. BY: JAMES H. WATSON, JR., P.E. 63. BY: JAMES H. WATSON, JR., P.E. 64. BY: JAMES H. WATSON, JR., P.E. 65. BY: JAMES H. WATSON, JR., P.E. 66. BY: JAMES H. WATSON, JR., P.E. 67. BY: JAMES H. WATSON, JR., P.E. 68. BY: JAMES H. WATSON, JR., P.E. 69. BY: JAMES H. WATSON, JR., P.E. 70. BY: JAMES H. WATSON, JR., P.E. 71. BY: JAMES H. WATSON, JR., P.E. 72. BY: JAMES H. WATSON, JR., P.E. 73. BY: JAMES H. WATSON, JR., P.E. 74. BY: JAMES H. WATSON, JR., P.E. 75. BY: JAMES H. WATSON, JR., P.E. 76. BY: JAMES H. WATSON, JR., P.E. 77. BY: JAMES H. WATSON, JR., P.E. 78. BY: JAMES H. WATSON, JR., P.E. 79. BY: JAMES H. WATSON, JR., P.E. 80. BY: JAMES H. WATSON, JR., P.E. 81. BY: JAMES H. WATSON, JR., P.E. 82. BY: JAMES H. WATSON, JR., P.E. 83. BY: JAMES H. WATSON, JR., P.E. 84. BY: JAMES H. WATSON, JR., P.E. 85. BY: JAMES H. WATSON, JR., P.E. 86. BY: JAMES H. WATSON, JR., P.E. 87. BY: JAMES H. WATSON, JR., P.E. 88. BY: JAMES H. WATSON, JR., P.E. 89. BY: JAMES H. WATSON, JR., P.E. 90. BY: JAMES H. WATSON, JR., P.E. 91. BY: JAMES H. WATSON, JR., P.E. 92. BY: JAMES H. WATSON, JR., P.E. 93. BY: JAMES H. WATSON, JR., P.E. 94. BY: JAMES H. WATSON, JR., P.E. 95. BY: JAMES H. WATSON, JR., P.E. 96. BY: JAMES H. WATSON, JR., P.E. 97. BY: JAMES H. WATSON, JR., P.E. 98. BY: JAMES H. WATSON, JR., P.E. 99. BY: JAMES H. WATSON, JR., P.E. 100. BY: JAMES H. WATSON, JR., P.E.	
Print used in this order of survey/development: DP 227292 DP 228101 DP 228102 DP 228103 DP 228104 DP 228105 DP 228106 DP 228107 DP 228108 DP 228109 DP 228110 DP 228111 DP 228112 DP 228113 DP 228114 DP 228115 DP 228116 DP 228117 DP 228118 DP 228119 DP 228120 DP 228121 DP 228122 DP 228123 DP 228124 DP 228125 DP 228126 DP 228127 DP 228128 DP 228129 DP 228130 DP 228131 DP 228132 DP 228133 DP 228134 DP 228135 DP 228136 DP 228137 DP 228138 DP 228139 DP 228140 DP 228141 DP 228142 DP 228143 DP 228144 DP 228145 DP 228146 DP 228147 DP 228148 DP 228149 DP 228150 DP 228151 DP 228152 DP 228153 DP 228154 DP 228155 DP 228156 DP 228157 DP 228158 DP 228159 DP 228160 DP 228161 DP 228162 DP 228163 DP 228164 DP 228165 DP 228166 DP 228167 DP 228168 DP 228169 DP 228170 DP 228171 DP 228172 DP 228173 DP 228174 DP 228175 DP 228176 DP 228177 DP 228178 DP 228179 DP 228180 DP 228181 DP 228182 DP 228183 DP 228184 DP 228185 DP 228186 DP 228187 DP 228188 DP 228189 DP 228190 DP 228191 DP 228192 DP 228193 DP 228194 DP 228195 DP 228196 DP 228197 DP 228198 DP 228199 DP 228200 DP 228201 DP 228202 DP 228203 DP 228204 DP 228205 DP 228206 DP 228207 DP 228208 DP 228209 DP 228210 DP 228211 DP 228212 DP 228213 DP 228214 DP 228215 DP 228216 DP 228217 DP 228218 DP 228219 DP 228220 DP 228221 DP 228222 DP 228223 DP 228224 DP 228225 DP 228226 DP 228227 DP 228228 DP 228229 DP 228230 DP 228231 DP 228232 DP 228233 DP 228234 DP 228235 DP 228236 DP 228237 DP 228238 DP 228239 DP 228240 DP 228241 DP 228242 DP 228243 DP 228244 DP 228245 DP 228246 DP 228247 DP 228248 DP 228249 DP 228250 DP 228251 DP 228252 DP 228253 DP 228254 DP 228255 DP 228256 DP 228257 DP 228258 DP 228259 DP 228260 DP 228261 DP 228262 DP 228263 DP 228264 	



RETREAT
\$4.00 WEEK

ON SUBJECT COVERED IN 7-15-55 VARIABLE INFORMATION REPORT ON CRYPTOCRYPTANALYSIS

Men Drawing only to appear in this space

4640/03

DP1091026

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1957-58.

O'Sullivan

Approved by Substation Committee No. 106 and
of 27-00-2005

[illegible]

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A'
 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: **PLAN OF SUBDIVISION OF LOT 1 IN D.P. 744929 AND
 EASEMENT TO DRAIN WATER WITHIN LOT 1 DP 90180
 COVERED BY SUBDIVISION CERTIFICATE NO.
 ...10619...OF...27.10.2005...**

**FULL NAME AND ADDRESS
 OF THE OWNER OF THE LAND:**

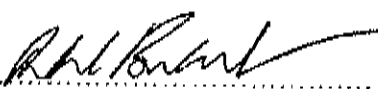
**SYDNEY WATER CORPORATION
 115-123 BATHURST STREET
 SYDNEY NSW 2000**

DP1091026

PART 1 (CREATION)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a' 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 Drain Water 1.2, 3, 3.5 and Variable Width (A)	100 Lot 1 DP 90180	Lots 13, 14, 15 DP 29925 Lot 12 DP 29829 100 Lots 13, 14 & 15 DP 29925 Lot 12 DP 29829
2	Right of Carriageway variable width (B)	101	100

Approved by Warringah Council


 Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A'
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 2 of 2 Sheets)

Plan: **PLAN OF SUBDIVISION OF LOT 1 IN D.P. 744929 AND
EASEMENT TO DRAIN WATER WITHIN LOT 1 DP 90180
COVERED BY SUBDIVISION CERTIFICATE NO.
.....10619.....OF.....27.10.2005.....**

DP1091026

Signed for **SYDNEY WATER
CORPORATION**
by its Attorneys

JEFFREY FRANCIS COLENSO

Ross Roland Wynn

Caroline de Wolff

Signature of Witness

who hereby state at the time of executing
this instrument have not notice of
revocation of the Power of Attorney
registered No. 323 Book 4465 Name of Witness
under the Authority of which this
instrument has been executed.

CAROLINA de Wolff

115 Bathurst Street, Sydney
Address of Witness

[Signature]

Attorney

[Signature]
Attorney

Approved by Warringah Council

[Signature]
Authorised Officer

REGISTERED  6B 8.12.2005

Form: 13PVP
Release: 2.0
www.lands.nsw.gov.au

**POSITIVE COVENAN
AFFECTING LAND VEST
A PRESCRIBED AUTHO**

New South Wales

Section 88D(3) Conveyancing Act 1919



AC624610P

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

(A) **TORRENS TITLE**

100/1091026

(B) **LODGED BY**

Document Collection Box 48T	Name, Address or DX and Telephone LLPN : 123819E CITYLINK Reference: RE: PVA 060038 BARTIER PERRY / 060038	CODE PC
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(C) **PRESCRIBED
AUTHORITY**

**SYDNEY WATER CORPORATION
ABN 49 776 225 038**

(D) The prescribed authority, being the registered proprietor of the above land, applies to have a recording made in the Register of a positive covenant affecting the above land the terms of which are set out in a true copy of the relevant order dated 19th September, 2006 annexed hereto and marked "A" and certifies that no person or corporation has acquired an interest in the above land.

DATE

(E) I certify that an authorised officer of the prescribed authority, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:

Carolina de Wolff

Name of witness:

CAROLINA de Wolff

Address of witness:

115-123 Bathurst Street
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the prescribed authority.

Signature of authorised officer:

Jeffrey Francis Colenso

JEFFREY FRANCIS COLENZO

Name: ROSS ROWLAND WYNN

Signed for **SYDNEY WATER CORPORATION**
by its Attorneys

Jeffrey Francis Colenso

ROSS ROWLAND WYNN

who hereby state at the time of executing this instrument have no notice of the revocation of the Power of Attorney Registered No. 323 Book 468 under Authority of which this instrument has been executed.

This Order by Sydney Water Corporation ABN 49 776 038 (Sydney Water) being a Prescribed Authority pursuant to s88D *Conveyancing Act* 1919 that the registered proprietor of the land having the benefit of the right of carriageway variable width created on registration of Deposited Plan 1091026 shall only be entitled to use the right of carriageway in accordance with the terms of this Order.

The registered proprietor must:

- 1 at its own cost and only in accordance with the plans and specifications required and approved by Sydney Water, pier down on either side of Sydney Water's watermain located within that part of Lot 101 Deposited Plan 1091026 burdened by the right of carriageway and construct a suspended bridge over that part of the right of carriageway which is directly over Sydney Water's watermain.
- 2 at its own cost, keep, maintain, repair and if required by Sydney Water Corporation, reconstruct the piers and bridge crossing to the standard required by Sydney Water.
- 3 indemnify Sydney Water for all damage caused as a result of any watermain break or maintenance work carried out by Sydney Water, its servants or agents on Sydney Water's watermain PROVIDED THAT Sydney Water Corporation shall only be responsible after any such main break or maintenance of its watermain for making the said land safe for use unless any damage to the piers or bridge crossing was caused solely through the negligence of Sydney Water Corporation, its servants, agents, contractors or successors.
- 4 at all times bear all risk of and responsibility and liability for or in connection with damage to Sydney Water's watermain or to any property (real or personal) or injury to any person (including death) at any time in or upon the said land arising from a break of or maintenance to Sydney Water's watermain or arising from construction or maintenance of the piers or bridge crossing or the existence thereof or arising from the use of the right of carriageway, piers and bridge crossing and the registered proprietor releases to the full extent permitted by law Sydney Water Corporation its agents, employees, contractors, successors and assigns from all suits, actions, demands, claims or damages of every kind resulting from any accident, damage or injury of whatsoever nature to any property (real or personal) or persons (including death) occurring therein and in connection with use of the right of carriageway, piers or bridge crossing or the existence of such piers or bridge crossing PROVIDED THAT in the case of any break of or in or maintenance to Sydney Water's main the damage or injury has been or is caused or contributed to, either directly or indirectly by the wilful, unlawful or negligent act, default or omission of the registered proprietor, their servants, agents, employees, contractors, invitees or successors.



- 5 at all times bear all risk of and responsibility and reliability for and in connection with any damage which may be caused by the registered proprietor or persons other than Sydney Water to Sydney Water's watermain during any construction or maintenance works within the right of carriageway.
- 6 not make or permit or suffer to be made any alteration to the existing surface levels of the right of carriageway by any means whatsoever other than to construct and seal in a reasonable and workmanlike manner and maintain in a proper state of repair at their own cost, an access road (in addition to the bridge crossing referred to above) within the right of carriageway to provide all weather access to the land having the benefit of the right of carriageway.
- 7 not place or permit or suffer to be placed or stacked or remain on the right of carriageway any construction materials or any article of plant or other stores filling rubbish or other material whatsoever.
- 8 not erect, construct or place upon the right of carriageway or permit or suffer to be erected, constructed or placed on the right of carriageway any building or other structure except the piers and bridge crossing previously referred to.
- 9 not use or permit or suffer the right of carriageway to be used in a way which would prevent or obstruct Sydney Water Corporation its servants or agents from gaining access to Sydney Water's watermain at any time, day or night.
- 10 not park any vehicle or permit or suffer any vehicles to be parked on the right of carriageway AND Sydney Water Corporation shall be entitled to remove any vehicles parked on the right of carriageway when required.
- 11 acknowledge Sydney Water, its servants and agents will have full access to the right of carriageway by day or night for maintenance purposes in respect of Sydney Water's watermain and for the purposes of discharging its statutory functions under *Sydney Water Act 1994* and Sydney Water shall not be obliged during any such period of user on its part to provide any or any alternative access to the land having the benefit of the right of carriageway NOTWITHSTANDING that the access and user by Sydney Water Corporation referred to above shall interfere with the use of the right of carriageway by any person entitled.
- 12 must not deviate and will not permit or suffer any other person to deviate from the right of carriageway.
- 13 only use or permit or suffer to be used in passing over and along the right of carriageway any vehicle having a gross weight not exceeding the gross weight notified in writing from time to time by Sydney Water acting reasonably on the advice provided by a qualified and suitably experienced structural engineer to the registered proprietor.



Sydney Water Corporation shall be the body empowered to release, vary or modify the terms of this positive covenant.

Dated: 19th September 2006

SIGNED for and on behalf of SYDNEY
WATER CORPORATION by its duly
appointed attorneys)

JEFFREY FRANCIS COLENSO)

and ROSS ROHANA WYNN)

pursuant to Power of Attorney)
registered Book 4465 No 323 in the)
presence of:)

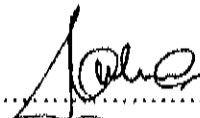
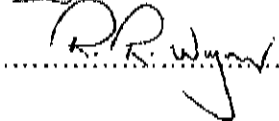
Signature of witness)

CAROLINA de WOLFF)
Name of witness)

115-123 Bathurst Street

SYDNEY NSW 2000

Address of witness



**Warringah
Council**

**Section 149 (2&5) Environmental Planning and
Assessment Act, 1979 (As Amended)**

Date Printed: 16 November 2011

Certificate Number: PLC2011/4786

Applicant Reference: TXC:106425/GLOVER
& RENDO

Swaab Attorneys
DX 522 Sydney

Receipt Number: 100144642

Property Address: 6 Irma Place~FRENCHS FOREST NSW 2086

Legal Description: Lot 7 DP 270670

Property ID: 330139

1. Names of relevant planning instruments and DCPs.

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

Warringah Local Environmental Plan 2000

See Attachment "A" for all other environmental planning instruments that apply to the carrying out of development on the land

1.2 The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved)

Draft State Environmental Planning Policy (Competition) 2010

Draft Warringah Local Environmental Plan 2009

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

Warringah Development Control Plan, and

Warringah Development Control Plan – Belrose Road Corridor, applies to all land that lies within the C11 Belrose Road Corridor Locality of Warringah Local Environmental Plan 2000.

1.4 In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

2.1 Zoning and land use under WLEP 2000

(a) The Land is identified by WLEP 2000 as being within:-

Locality:

C1 Middle Harbour Suburbs

A Medium Density Area:

No

A Local Retail Centre:

No

A Crossed Hatched Area:

No



Public Open Space:

No

A Local Public Open Space Reservation:

No

A Regional Public Open Space Reservation:

No

An Arterial Road Reservation:

No

A Heritage Conservation Area:

Refer Locality Statement (attached)

An Archaeological Site:

No

(b) The purposes for which WLEP 2000 provides that development may be carried out within this locality without the need for development consent.

Clause 7 of WLEP 2000 provides that all development requires consent except:-

- (i) exempt development, being development of minimal environmental impact identified in Schedule 1 (Exempt Development) when carried out in accordance with the requirements of that Schedule, and
- (ii) development identified in Schedule 2 (Other Development not requiring consent), when carried out in accordance with the requirements of that Schedule.

(c) The purposes for which WLEP 2000 provides that development is prohibited within the locality.

Clause 10 of WLEP 2000 provides that the following development is prohibited:-

- (i) development identified as being prohibited within a Locality Statement, and
- (ii) signs of the type listed in Schedule 4 (Prohibited Signs).

(d) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed.

The erection of a dwelling house is permitted subject to any housing density requirements set out in the attached locality statement.

(e) Whether the land includes or comprises critical habitat.

Reference should be made to the registers of critical habitat kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

(f) Whether the land is in a conservation area.

Refer Locality Statement (attached)

(g) Whether a heritage item is situated on the land.

Refer Locality Statement (attached)

2.2 Zoning and land use under Draft Warringah Local Environmental Plan 2009

(a) The land is identified by Draft Warringah Local Environmental Plan 2009 as being within the following zone.

Draft LEP - Land zoned R2 Low Density Residential

(b) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development may be carried out within the zone without the need for development consent.



**Section 149 (2&5) Environmental Planning and
Assessment Act, 1979 (As Amended)**

Part 3 of Draft Warringah Local Environmental Plan 2009 provides that development specified in Schedule 2 (Exempt Development) that meets the standards for development contained in that schedule and that complies with the requirements of Part 3 is exempt development.

(c) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development may not be carried out within the zone except with development consent.

Please refer to the extracts of draft Warringah Local Environmental Plan 2009 (attached)

(d) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development is prohibited within the zone.

Please refer to the extracts of draft Warringah Local Environmental Plan 2009 (attached)

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

No

(f) Whether the land includes or comprises critical habitat.

Reference should be made to the registers of critical habitat kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

(g) Whether the land is in a conservation area.

No

(h) Whether an item of environmental heritage is situated on the land

No

3. *Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(a) May Complying Development under the General Housing Code be carried out on the land?

Yes

(b) May Complying Development under the Rural Housing Code be carried out on the land?

Yes

(c) May Complying Development under the Housing Alterations Code be carried out on the land?

Yes

(d) May Complying Development under the General Development Code be carried out on the land?

Yes

(e) May Complying Development under the General Commercial and Industrial Code be carried out on the land?

Yes

(f) May Complying Development under the Subdivision Code be carried out on the land?

Yes

(g) May Complying Development under the Demolition Code be carried out on the land?

Yes

4. *Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the Council has been so notified by the Department of Public Works.*

No. Council has not received any notification that the land is affected by the operation of Sections 38 or 39 of the Coastal Protection Act 1979.

- 4A. **Information relating to beaches and coasts**



(1) Whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to emergency coastal protection works (within the meaning of that Act) on the land (Or on public land adjacent to that land), except if Council is satisfied that such an order has been fully complied with.

No

(2) (a) Whether Council has been notified under section 55X of the Coastal Protection Act 1979 that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land).

No

(b) if works have been so placed – whether Council is satisfied that the works have been removed and the land restored in accordance with that Act.

Not Applicable

(3) such information (if any) as is required by the regulations under section 56B of the Coastal Protection Act 1979 to be included in the planning certificate and of which the council has been notified pursuant to those regulations.

No

4B. Annual Charges for coastal protection services under Local Government Act 1993

Whether the owner (or any previous owner) of the land has 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).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

No

5. Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mines Subsidence Compensation Act 1961

No

6. Whether or not the land is affected by any road widening or road realignment under:-

(a) Division 2 of Part 3 of the Roads Act 1993.

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

7. Whether or not the land is affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, or any other risk (other than flooding):-

(a) as adopted by Council

No

(b) 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.

Bushfire Prone Land

7A. Flood related development controls information

Whether or not development on that 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 subject to flood related development controls.



**Section 149 (2&5) Environmental Planning and
Assessment Act, 1979 (As Amended)**

No

(b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

(c) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. *Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.*

If answer is YES in question 2 to any of the points Public Open Space, Local Public Open Space Reservation, Regional Public Open Space Reservation, Local Road Reservation or Arterial Road Reservation on this certificate then the answer to this question is "YES".

9. *The name of each contributions plan applying to the land*

Warringah Section 94A Development Contributions Plan 2011 (adopted 28 June 2011). Please contact Council's Planning and Assessment Counter for more information.

10. *Whether the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates (but only if council has been notified of the existence of the agreement by the Director-General of the Department of Environment and Climate Change and Water)?*

No

11. *Bush Fire Prone Land*

Yes

12. *Is the land subject to a property vegetation plan made under the Native Vegetation Act 2003?*

No

13. *Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the Council has been notified of the order).*

No

14. *Is there 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?*

No

15. *(a) is there a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

not applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

(b) Are there any terms of a kind referred to in clause 18(2) of the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

16. *Is there a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land?*



Warringah Council

Section 149 (2&5) Environmental Planning and Assessment Act, 1979 (As Amended)

No

For what period is the certificate current?

not applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

17. (a) *Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

Not Applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

(b) *Are there any terms of a kind referred to in clause 17(1) or 37 (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?*

No

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

(a) *that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*

No

(b) *that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,*

No

(c) *that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,*

No

(d) *that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,*

No

(e) *that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.*

No

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this Section 149 Certificate. To confirm that the land hasn't been used for a purpose which would be likely to have contaminated the land, parties should make their own enquiries as to whether the land may be contaminated.

Notifications issued within Warringah in accordance with the Nation Building and Jobs Plan (State Infrastructure Delivery Act) 2009

The NSW Infrastructure Co-ordinator General has issued an order under Section 23 and an authorisation under Section 24 for the carrying out of development on the sites tabled below. The order and authorisation may exempt these projects from complying with certain development control legislation.

Address	Legal Description	Property Name	Date Issued	Description of Project
Lot 741/ Alfred Street, Narrabeena	Lot 742 DP 752038	Narrabeena Public School	22 July 2009	A multi-purpose hall and covered outdoor learning area and associated site works.
Lot 2593/ Bundaleer Street, Belrose	Part Lot 2593 DP 752038	Yanginook School, Belrose	7 September 2009	Extension of the gymnasium to provide a stage, store, toilets, covered area, ramps and associated site works, removal of two trees and landscaping.
6-8 Wyatt Avenue, Belrose	Lot 1 DP 601101	John Colet School	24 September 2009	Construction of a covered outdoor learning area, covered walkway and associated works.

Civic Centre, 725 Pittwater Road (corner Civic Drive), Dee Why NSW 2090
Tel 02 9942 2111 Fax 02 9971 4522 DX 9118 Dee Why. www.warringah.nsw.gov.au
Hours: 8.30am – 5.00 pm Mon - Fri



**Section 149 (2&5) Environmental Planning and
Assessment Act, 1979 (As Amended)**

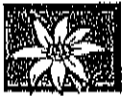
1 Dreadnought Road, Oxford Falls	Lot 10 DP 810343	St Pius X College	8 October 2009	Construction of a multi-purpose hall and associated works.
33 and 35 Myoora Road, Terrey Hills	Lot 1 DP 1132710 and Lot 59 DP 752017	German International School Sydney	12 October 2009	Subdivision of the land, construction of a single storey library building and single storey classroom building, construction of a sports field, extension of an existing internal driveway and a new exit to Myoora Road, and associated works comprising excavation, earthworks, drainage, ramps, pathways, tree removal and landscaping.
220 Forest Way, Belrose	Lot 1973 DP 752038	Kamaroi Rudolf Steiner School	7 October 2009	Extension to an existing school building comprising a hall/ auditorium, classrooms, amenities, canteen and store rooms, landscaping, pathways, replacement of a roof and associated works.
2-8 Old Pittwater Road, Brookvale	Lot B DP 311452, Lot 1 DP 918786, Lot 2 DP 208793, Lot 1 DP 229795, Lot 14 DP 5876, Lot 1 DP 209019, Lot 13 DP 5876, Lot 17 DP 3674, Lot 1 DP 365898, Lot 15 DP 5876, Lot 2 DP 209019 Lot 1 DP 947905	Brookvale Public School	17 November 2009	Construction of a new library building and internal alterations to two (2) existing buildings, including the demolition of an existing metal clad classroom, relocation of play equipment, erection of a new shade structure, removal of existing areas of hard stand, and associated works.
For further details please contact the Nation Building and Jobs Plan Taskforce on telephone No. 9928 2520				



**Section 149 (2&5) Environmental Planning and
Assessment Act, 1979 (As Amended)**

Under The Provisions of Section 149(5) of the Environmental Planning and Assessment Act.

1. (a) *In respect of landslip Council provides the following:-*
No
(b) *Whether any instrument or resolution of Council varies or proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Certificate under section 149(2):-*
No
(c) *Whether the land or any item on the land is affected by an order under section 24 or section 25 of the Heritage Act 1977*
No
(d) *Is the land subject to Councils interim policy and interim guidelines for development and use of the land likely to be affected by 1:100 year flood – Development and subdivision applications may be subject to the floor affected controls.*
No
(e) *Is the land subject to Councils resolution of 26th August 1997, Assessment of Development applications will be made by reference to the Collaroy/Narrabeen Coastline Management Plan- Development Guidelines for Collaroy/Narrabeen Beach. A copy of the Guidelines are contained in Schedule 13 of WLEP 2000.*
No
2. *Threatened Species.*
(a) *Does this land have the potential to contain one or more of the following endangered or vulnerable ecological communities as described in the final determination of the scientific committee to list the ecological communities under Part 3 of Schedule 1 and Part 2 of Schedule 2 Threatened Species Conservation Act 1995(NSW)?*
Duffys Forest Ecological Community in the Sydney Basin Bioregion
Swamp Sclerophyll Forest on Coastal Floodplain
Coastal Saltmarsh of the Sydney Basin Bioregion
Swamp Oak Floodplain Forest
Bangalay Sand Forest of the Sydney Basin Bioregion
Themeda grasslands on Seacliffs and Coastal Headlands
Sydney Freshwater Wetlands in the Sydney Basin Bioregion
No
(b) *Is this land known to contain threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under part 1 of Schedule 1 and part 1 of Schedule 2 Threatened Species Conservation Act 1995 (NSW)?*
No



**Section 149 (2&5) Environmental Planning and
Assessment Act, 1979 (As Amended)**

Additional Information:

- a. Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bushfire matters. Contact NSW Rural Fire Service.
- b. Many Aboriginal objects are found within the Local Government Area of Warringah. It is prudent for the purchaser of land within such area to make enquiry of the Director-General of National Parks and Wildlife whether he/she is aware of any Aboriginal objects on the subject land or whether the land has been declared as an Aboriginal place under the National Parks and Wildlife Act 1974 (NSW). Such Director-General has wide powers to prevent the carrying out of work on land which is likely to significantly affect an Aboriginal object or Aboriginal place.
- c. Information available to Council indicates properties within the catchments of Dee Why CBD, Manly Lagoon and Middle Creek may be flood affected. This includes the suburbs of Narrabeena, Dee Why, Cromer, Ingleside, Brookvale and Oxford Falls. Council's Natural Environment Unit can be contacted for further information.
- d. Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.

The advice above is provided in good faith and the Council shall not incur any liability in respect of any such advice.

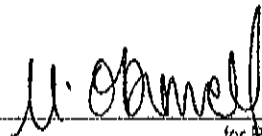


**Warringah
Council**

**Section 149 (2&5) Environmental Planning and
Assessment Act, 1979 (As Amended)**

Disclaimer

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on the 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998. The locality information in this certificate is based on the Lot and Deposited Plan referred to in this certificate. If the Lot and Deposited Plan is not the current description of the land then this certificate could attribute to incorrect locality. Persons relying on the certificate should satisfy themselves by reference to the Title Deed that the land to which this certificate relates is identical to the land to which they seek to know the locality.


for Rik Hart
GENERAL MANAGER
WARRINGAH COUNCIL





Section 149 (2&5) Environmental Planning and Assessment Act, 1979 (As Amended)

ATTACHMENT 'A'

ATTACHMENT TO CERTIFICATE UNDER SECTION 149(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT

Clause 1.1 of the Section 149(2) Certificate

SYDNEY REGIONAL ENVIRONMENTAL PLAN (Sydney Harbour Catchment) 2005 – Gazetted: 28.09.2005

The plan aims to establish a balance between promoting a prosperous working harbour, maintaining a healthy and sustainable waterway environment and promoting recreational access to the foreshore and waterways. It establishes planning principles and controls for the catchment as a whole.

STATE ENVIRONMENTAL PLANNING POLICY NO. 30 – Intensive Agriculture – Gazetted 08.12.1989. Amended 20.08.1993, 24.02.1995, 11.06.1999 and 04.08.2000

The SEPP introduces consistency in the control of cattle feed lots and piggeries throughout the State by ensuring development consent is required for all cattle feed lots and specifying the information to accompany such applications and the range of matters the consent authority must consider before granting consent.

STATE ENVIRONMENTAL PLANNING POLICY NO.32 –Urban Consolidation (Redevelopment of Urban Land) – Gazetted 15.11.1991

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy:

- Focuses on the redevelopment of urban land that is no longer required for the purposes it is currently zoned or used.
- Encourages local Councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy.

Councils will continue to be responsible for the majority of rezoning. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban development. Where a site is rezoned by an REP, the Minister will be the consent authority.

STATE ENVIRONMENTAL PLANNING POLICY NO.50 – Canal Estates – Gazetted 10.11.1997

Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

STATE ENVIRONMENTAL PLANNING POLICY NO. 55 – Remediation of Land - Gazetted 28.08.1998

Aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment. The policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 62 – Sustainable Aquaculture -Gazetted: 01.10.2000.

The plan aims to encourage sustainable aquaculture throughout New South Wales by:

- Making aquaculture permissible under certain zones under the Standard Instrument,
- Setting minimum performance criteria for aquaculture development, and
- Establishing a graduated environmental assessment regime for aquaculture development.

STATE ENVIRONMENTAL PLANNING POLICY NO. 64 – ADVERTISING AND SIGNAGE - Gazetted 16.03.2001

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 65 – Design Quality of Residential Flat Development - Gazetted 26.07.2002. Aims to improve the design quality of residential flat development in New South Wales.

STATE ENVIRONMENTAL PLANNING POLICY NO. 71 - Coastal Protection - Gazetted 01.11.2002 (and in force in Warringah from 18.11.2005) Aims to protect and manage the natural, cultural, recreational and economic attributes of the New South Wales coast. The policy identifies sensitive coastal locations and sets down additional planning criteria to be considered in these areas.

STATE ENVIRONMENTAL PLANNING POLICY (Housing for Seniors or People with a Disability) 2004 - Gazetted 31.03.2004; Repealed by SEPP (Seniors Living) Housing for Seniors or People with a Disability) 2004 and effective 12.10.07.



Section 149 (2&5) Environmental Planning and Assessment Act, 1979 (As Amended)

Aims to encourage the provision of housing (including residential care facilities) that will:

- (a) Increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and
- (b) Make efficient use of existing infrastructure and services, and
- (c) Be of good design.

STATE ENVIRONMENTAL PLANNING POLICY (Building Sustainability Index: BASIX) 2004 - Gazetted 25.06.2004.

The aim of the policy is to encourage sustainable residential development (*the BASIX scheme*), specifically to achieve a reduction in the consumption of water and reduction in energy use leading to less green house gas emissions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Metropolitan Water Supply) 2004 - Gazetted 24.12.2004. The aims of the policy are to facilitate development for water supply infrastructure to enable deep water extraction from dams, and to facilitate investigation into the availability of groundwater to augment water supply to the Sydney metropolitan area (including the carrying out of exploratory drilling).

STATE ENVIRONMENTAL PLANNING POLICY (Temporary Structures and Places of Public Entertainment) 2007 - Gazetted 28.09.2007, effective 26.10.07. Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of places of public entertainment and temporary structures (such as tents, marquees and booths) from the Local Government Act 1993 to the Environmental Planning and Assessment Act 1979.

Aims to ensure the provision of safety measures for uses of temporary structures or POPE, to encourage the protection of the environment at these locations, and to specify circumstances under which these structures and uses can be considered exempt or complying development. Also aims to promote job creation and increase access for places of public entertainment.

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005

Gazetted: 01.08.05. Formerly known as State Environmental Planning Policy (State Significant Development) 2005. Defines certain developments that are major projects under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. The SEPP also lists State significant sites. The policy repeals SEPP 34 and SEPP 38, as well as provisions in numerous other planning instruments, declarations and directions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006

Gazetted: 28.07.06. Abstract: Provides for the coordinated release of land for residential, employment and other urban development in the North West and South West growth centres of the Sydney Region (in conjunction with Environmental Planning and Assessment Regulation relating to precinct planning).

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007

Gazetted: 21 December 2007; Commenced: 1 January 2008. Facilitates the delivery of public infrastructure and provision of services across the State by providing a consistent planning regime for this purpose; greater flexibility of location of infrastructure and provisions for development, redevelopment and disposal of surplus government owned land.

STATE ENVIRONMENTAL PLANNING POLICY (REPEAL OF CONCURRENCE AND REFERRAL PROVISIONS) 2008

Gazetted: 12.12.2008; Commencement: 15.12.2008. The SEPP aims to improve efficiency in the planning system by removing duplicative or unnecessary requirements in environmental planning instruments (EPIs) to consult with State agencies (government departments) on planning decisions.

STATE ENVIRONMENTAL PLANNING POLICY (EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008

Gazetted: 12.12.2008 - Commenced 27.02.2009

Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009

Published: 31.07.2009; Commencement 31.07.2009. The policy aims to better encourage home owners, social housing providers and developers to invest and create new affordable rental housing to meet the needs of our growing population and existing residents.

Appendix C Middle Harbour Suburbs Locality Statements

LOCALITY C1 MIDDLE HARBOUR SUBURBS

DESIRED FUTURE CHARACTER

The Middle Harbour Suburbs locality will remain characterised by detached-style housing in landscaped settings interspersed by a range of complementary and compatible uses. The land adjacent to Middle Harbour and occupied by the Mosman Rowing Club will be retained for low-scale recreational use sympathetic to its natural setting. The land occupied by the Killarney Heights Tennis Centre at Lot 841 DP 210006 and land occupied by the Killarney Heights Swim Centre at Lot 854 DP 210006 on Tralee Avenue and the land occupied by Belrose Bowling Club at Lot 2 DP 851739 on Forest Way, will continue to be used only as recreation facilities.

The south-west section of the Killarney Heights High School grounds contains bushland and rock outcrops: this area may be developed for housing. Development in this section will recognise the bushland outlook, views and privacy enjoyed from residences adjoining the northern and western boundaries of the site and ensure development reasonably maintains these qualities. The retention of existing landscaping is encouraged, where practical.

Future development will maintain the visual pattern and predominant scale of existing detached style housing in the locality. The streets will be characterised by landscaped front gardens and consistent front building setbacks. Unless exemptions are made to the housing density standard in this locality statement, any subdivision of land is to be consistent with the predominant pattern, size and configuration of existing allotments in the locality.

The relationship of the locality to the surrounding bushland will be reinforced by protecting and enhancing the spread of indigenous tree canopy and preserving the natural landscape, including rock outcrops, remnant bushland and natural watercourses. The use of materials that blend with the colours and textures of the natural landscape will be encouraged.

Development on hillsides or in the vicinity of ridgetops must integrate with the natural landscape and topography. Development on land which adjoins Middle Harbour shall have regard to the principles contained in Schedule 14.

The locality will continue to be served by the existing local retail centres in the areas shown on the map. Future development in these centres will be in accordance with the general principles of development control listed in clause 39.

Future development of the environmentally sensitive land shown cross-hatched on the map will be limited to one dwelling per allotment. Such dwelling will be constructed having regard to the constraints, potential instability, visual sensitivity and impact on the water quality of Middle Harbour.

LAND USE

Category One

Development for the purpose of the following, except within the local retail centres shown on the map:

- housing (except at Lots 841 and 854, DP 210006, Killarney Heights Tennis Centre and Swim Centre and the Mosman Rowing Club and Lot 2 DP 851739, Belrose Bowling Club)
- recreation facilities (Lots 841 and 854, DP 210006, Killarney Heights Tennis Centre and Swim Centre and the Mosman Rowing Club and Lot 2 DP 851739, Belrose Bowling Club)

Development for the purpose of the following only within the local retail centres shown on the map:

- business premises
- health consulting rooms
- housing (not on ground floor)
- housing for older people or people with disabilities (not on ground floor)
- medical centres
- offices
- restaurants
- shops

Note. With the exception of health consulting rooms, housing and housing for older people or people with disabilities, this development is Category 3 in the remainder of the locality.

Category Two

Development for the purpose of the following:

- child care centres

- community facilities
- further education
- health consulting rooms
- hospitals
- housing for older people or people with disabilities
- places of worship
- primary schools
- veterinary hospitals
- other buildings, works, places or land uses that are not prohibited or in Category 1 or 3.

Category Three

Development for the purpose of the following:

- agriculture
- animal boarding or training establishments
- bulky goods shops
- entertainment facilities
- hire establishments
- hotels
- industries
- motor showrooms
- recreation facilities, unless the Locality Statement provides otherwise
- registered clubs
- retail plant nurseries
- service stations
- short term accommodation
- vehicle repair stations
- warehouses

For land outside local retail centres, also development that is Category 1 within those centres, except development for the purpose of health consulting rooms, housing and housing for older people or people with a disability.

On land shown cross-hatched on the map, any development other than for the purpose of bushfire hazard reduction.

PROHIBITED DEVELOPMENT

Development for the purpose of the following is prohibited within this locality:

- brothels
- extractive industries
- heliports
- potentially hazardous industries
- potentially offensive industries
- vehicle body repair workshops

Canal estate development is also prohibited within this locality.

BUILT FORM

Housing density

The maximum housing density is 1 dwelling for 600m² of site area (which does not include the area of any access corridor, whether such access corridor is to be created or is in existence at the time of application for development consent).

To measure housing density

- the site area is divided by the number of dwellings proposed on the site, including any existing dwellings which are to be retained, and
- the site is the allotment which existed on the day this plan came to effect, and
- granny flats are not considered to be a dwelling and are limited to one per allotment.

In calculating housing density, the area of any access corridor (including any right-of-carriageway, access handle, accessway or other area that provides for vehicle access) is to be excluded, whether that access corridor is to be created or is in existence at the time of application for subdivision.

This control does not apply:

- (a) where this standard would prevent an existing allotment accommodating one dwelling,

- (b) for housing for older people or people with disabilities, where the site area per dwelling may be reduced provided the buildings are sited and designed and landscaping used to ensure the development relates favourably to the pattern, scale and landscape character of the street and surrounding development and the development conforms with the minimum standards set out in clause 29, or
- (c) for housing located within a local retail centre.

Building height

Buildings are not to exceed 8.5 metres in height, where height is the distance measured vertically between the topmost point of the building (not being a vent or chimney or the like) and the natural ground level below.

Buildings are not to exceed 7.2 metres from natural ground level to the underside of the ceiling on the uppermost floor of the building (excluding habitable areas located wholly within a roof space), but this standard may be relaxed on sites with slopes greater than 20 per cent within the building platform (measured at the base of the walls of the building), provided the building does not exceed the 8.5 metre height standard, is designed and located to minimise the bulk of the building and has minimal visual impact when viewed from the downslope sides of the land.

Buildings within the south-west corner of the Killarney Heights High School grounds where they adjoin existing development off Greystones Road must not exceed 1 storey or 5 metres.

Buildings must comply with both the maximum height measured in storeys and the maximum height measured in metres.

Note. A covenant will limit the above control to one storey

To measure the height of a building:

- the maximum height in metres is the distance measured vertically between the topmost point of the building (not being a vent or chimney or the like) and the natural ground level below,
- a storey is the space between two floors, or the space between any floor and its ceiling or roof above,
- foundation spaces, garages, workshops, store rooms and the like which do not project more than 1 metre above natural ground level (at any point) are not counted as storeys, and

- the number of storeys is the maximum number of storeys which may be intersected by the same vertical line, not being a line which passes through any wall of the building.

Front building setback

Development is to maintain a minimum front building setback. The minimum front building setback is 6.5 metres.

The front building setback area is to be landscaped and generally free of any structures, carparking or site facilities other than driveways, letterboxes and fences.

Consent may be given for development to be carried out within the minimum front setback area:

- on corner blocks or blocks with double street frontage the front building setback may be reduced to a minimum of 3.5 metres for the secondary frontage, but secondary street setback variations must consider the character of the secondary street and the predominant setbacks existing to that street, or
- on allotments constrained by the location and use of existing buildings or the topography, if it is for the provision of carparking.

Rear building setback

The minimum rear building setback is 6 metres.

The rear building setback area is to be landscaped and free of any structures.

To measure the rear building setback:

- the rear building setback is the distance measured perpendicular to the boundary furthest from a public street up to any structure on the allotment.

The rear building setback does not apply to corner allotments.

The rear building setback may be encroached by:

- exempt development, swimming pools and outbuildings which, in total, do not exceed 50 per cent of the rear setback area.

Side boundary envelope and side setback

Buildings must be sited within an envelope determined by projecting planes at 45 degrees from a height of 4 metres above natural ground level at the side boundaries.

The minimum setback from a building to a side boundary is 0.9 metre.

To measure the side boundary envelope and side setback:

- on corner allotments the side boundaries are taken to be the boundaries that do not have frontage to a public street.

Fascias, gutters, downpipes, eaves up to 0.675 metre from the boundary, masonry chimneys, flues, pipes, or other services infrastructure may encroach beyond the side boundary envelope.

Screens or sunblinds, light fittings, electricity or gas meters, or other services infrastructure and structures not more than 1 metre above natural ground level such as unroofed terraces, balconies, landings, steps or ramps may encroach beyond the minimum side setback.

Consent may be granted for development that, to a minor extent, does not comply with:

- the side boundary envelope, to allow the addition of a second storey to an existing dwelling, or
- the side setback, to allow a single storey outbuilding, carport, pergola or the like.

Landscaped open space

The minimum area of landscaped open space is 40 per cent of the site area except on land equal to or greater than 3000m² in area, where a 50 per cent minimum shall apply.

To measure an area of landscaped open space:

- impervious surfaces such as driveways, paved areas, roofed areas, tennis courts, car parking and stormwater structures, decks and the like and any areas with a width or length of less than 2 metres are excluded from the landscaped open space area,
- the water surface of swimming pools and impervious surfaces which occur naturally such as rock outcrops are included in the landscaped open space area,
- landscaped open space must be at ground level, and
- the minimum soil depth of land that can be included as landscaped open space is 1 metre.

Landscaping

Within the south-west section of the Killarney Heights High School grounds, landscaping will consist of species that potentially provide food trees for the Glossy Black-cockatoo (*Calyptrorhynchus lathamii*), in particular, the planting or retention of She-oaks in this section (*Allocasuarina* spp and *Casuarina* spp) is encouraged.

COMPLYING DEVELOPMENT

The following table shows the development which is complying development in this locality. Column A describes the development and Column B shows the requirements that the development must comply with to be complying development.

Column A**Column B**

Development for the purpose of:

Single storey detached houses, being:

- construction of new single storey houses.
- alterations to single storey houses.
- additions to single storey houses.
- constructions of carports, garages and outbuildings associated with a dwelling.

As described in
Schedule 12 – Part A

Attached houses and apartment buildings, being:

- internal alterations to attached houses and apartment buildings (excluding balcony enclosures and other devices which are externally visible).
- construction of garages associated with these residential buildings.
- outbuildings associated with those residential buildings.

As described in
Schedule 12 – Part A

Swimming pools

As described in
Schedule 12 – Part B

Business uses, offices and shops, being:

- a different use resulting from a change of use from one type of approved business, office or shop use to another type of business, office or shop use.
- internal alterations to business premises, offices and shops.

As described in
Schedule 12 – Part D

HERITAGE ITEMS

The following items of **local heritage significance** are within this locality:

- Trees – Davidson High School site, Pound Avenue, Davidson
- Former “Holland’s Orchard” trees adjacent to Warringah Road, Frenchs Forest
- 45 Grace Avenue, Frenchs Forest

- Former Methodist Church, Forest Way (cnr Naree Road), Frenchs Forest
- 2 Wareham Crescent, Frenchs Forest
- Killarney Heights Village Centre

CONSERVATION AREAS

- Forestville Park, Forestville, as shown on the map

Public Exhibition Draft

Extracts from Warringah Local Environmental Plan 2009

Part 2 - Land Use Table

Permitted and Prohibited Development

Refer to Clause 2.2 of the Section 149 (2) Certificate.

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provides facilities or services to meet the day to day needs of residents.
- To ensure that low density residential environments are characterised by landscaped settings that are harmonious with the natural environment of Warringah.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Places of public worship; Recreation areas; Roads; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

Public Exhibition Draft

Extracts from Warringah Local Environmental Plan 2009

Part 2

Permitted and Prohibited Development

2.5 Additional permitted uses for particular land [compulsory]

- (1) Development on particular land that is described or referred to in Schedule 1 may be carried out:
 - (a) with consent, or
 - (b) if the Schedule so provides--without consent, in accordance with the conditions (if any) specified in that Schedule in relation to that development.
- (2) This clause has effect despite anything to the contrary in the Land Use Table or other provision of this Plan.

2.6 Subdivision--consent requirements [compulsory]

- (1) Land to which this Plan applies may be subdivided, but only with consent.
- (2) However, consent is not required for a subdivision for the purpose only of any one or more of the following:
 - (a) widening a public road,
 - (b) a minor realignment of boundaries that does not create:
 - (i) additional lots or the opportunity for additional dwellings, or
 - (ii) lots that are smaller than the minimum size shown on the Lot Size Map in relation to the land concerned,
 - (c) a consolidation of lots that does not create additional lots or the opportunity for additional dwellings,
 - (d) rectifying an encroachment on a lot,
 - (e) creating a public reserve,
 - (f) excising from a lot land that is, or is intended to be, used for public purposes, including drainage purposes, rural fire brigade or other emergency service purposes or public toilets.

Note. If a subdivision is exempt development, the Act enables the subdivision to be carried out without consent.

2.6A Demolition requires consent [local]

The demolition of a building or work may be carried out only with consent.

Note. If the demolition of a building or work is identified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* as exempt development, the Act enables it to be carried out without consent.

2.6B Temporary use of land [local]

- (1) The objective of this clause is to provide for the temporary use of land if the use does not compromise future development of the land, or have detrimental economic, social, amenity or environmental effects on the land.
- (2) Despite any other provision of this Plan, development consent may be granted for development on land in any zone for a temporary purpose for a maximum period of 28 days (whether or not consecutive days) in any period of 12 months.
- (3) Development consent must not be granted unless the consent authority is satisfied that:
 - (a) the temporary use will not prejudice the subsequent carrying out of development on the land in accordance with this Plan and any other applicable environmental planning instrument, and
 - (b) the temporary use will not adversely impact on any adjoining land or the amenity of the neighbourhood, and
 - (c) the temporary use and location of any structures related to the use will not adversely impact on environmental attributes or features of the land, or increase the risk of natural hazards that may affect the land, and
 - (d) at the end of the temporary use period the site will, as far as is practicable, be restored to the condition in which it was before the commencement of the use.

Schedule 1 Additional permitted uses

1 Use of certain land at Hotel, No 8 Aperta Place, Beacon Hill

- (1) This clause applies to land at Hotel, No 8 Aperta Place, Beacon Hill, being Lot 7, DP 236335.
- (2) Development for the purposes of 1 dwelling house is permitted with consent (provided that the design and construction of the development has regard to the topography, potential slip and sensitive visual character of the land as well as potential loss of views to adjoining or nearby properties.)

2 Use of certain land at Warringah Gravel and Stone Pty Ltd, Challenger Drive, Belrose

- (1) This clause applies to so much of the land at Warringah Gravel and Stone Pty Ltd, Challenger Drive, Belrose, shown as "Area 8" on the Additional Permitted Uses Map, that is covered by Licence Number L308608 (issued by the Department of Lands).
- (2) Development for the purposes of extractive industries, recreation facilities (indoor) or recreation facilities (outdoor) is permitted with consent.

3 Use of certain land at Hotel, 5 Hews Parade, Belrose

- (1) This clause applies to land at Hotel, 5 Hews Parade, Belrose, being Lot 6, DP 834036.
- (2) Development for the purposes of pubs is permitted with consent.

4 Use of certain land at the intersection of Mona Vale Road and Forest Way, Belrose

- (1) This clause applies to land at the intersection of Mona Vale Road and Forest Way, Belrose, shown as "Area 2" on the Additional Permitted Uses Map.
- (2) Development for the purposes of bulky goods premises, business premises (with a gross floor area not exceeding 2,500m²), function centres, hotel or motel accommodation (that incorporates function centres), pubs (that incorporate function centres), retail premises (with a gross floor area not exceeding 2,500m²) is permitted with consent.

5 Use of certain land in the vicinity of Pittwater Road and Roger Street, Brookvale

- (1) This clause applies to land in the vicinity of Pittwater Road and Roger Street, Brookvale, shown as "Area 9" on the Additional Permitted Uses Map.
- (2) Development for the purposes of office premises or retail premises is permitted with consent.

6 Use of certain land at No 2 Anderson Place, Cottage Point

- (1) This clause applies to land at No 2 Anderson Place, Cottage Point, being Lot 23, DP 819003.
- (2) Development for the purposes of restaurants is permitted with consent.

7 Use of certain land at Ku-ring-gai Motor Yacht Club, Cottage Point

- (1) This clause applies to land at Ku-ring-gai Motor Yacht Club, Cottage Point, being Lot 1, DP 930591, Lot 1, DP 922754, Lot 3, DP 929708 and Lot 4, DP 929708.
- (2) Development for the purposes of registered clubs, neighbourhood shops or boat hire premises is permitted with consent.

8 Use of certain land at Time and Tide Hotel, 30 Campbell Ave, Cromer

- (1) This clause applies to land at Time and Tide Hotel, 30 Campbell Ave, Cromer, being Lot 1, DP 227969.
- (2) Development for the purposes of pubs is permitted with consent.

9 Use of certain land at Dee Why RSL Club, Pittwater Road, Dee Why

- (1) This clause applies to land at Dee Why RSL Club, Pittwater Road, Dee Why, being Lot 1, DP 706230.
- (2) Development for the purposes of registered clubs or recreational facilities (indoor) is permitted with consent.

10 Use of certain land at Forestville RSL, Melwood Ave, Forestville

- (1) This clause applies to land at Forestville RSL, Melwood Ave, Forestville, being Lot 2589, DP 752038 and Lot 31, DP 366454.
- (2) Development for the purposes of registered clubs is permitted with consent.

11 Use of certain land in the vicinity of Ashworth and Haigh Avenues, Belrose and land in the vicinity of McBrien Place and John Oxley Drive, Frenchs Forest

- (1) This clause applies to land in the vicinity of Ashworth and Haigh Avenues, Belrose and land in the vicinity of McBrien Place and John Oxley Drive, Frenchs Forest, shown as "Area 5", "Area 6" or "Area 7" on the Additional Permitted Uses Map.
- (2) Development for the purposes of 1 dwelling house on each lot is permitted with consent (provided that each dwelling is constructed having regard to the constraints, potential instability, visual sensitivity and impact on the water quality of Middle Harbour.)

12 Use of certain land at Christian City Church, Wakehurst Parkway, Frenchs Forest

- (1) This clause applies to at Christian City Church, Wakehurst Parkway, Frenchs Forest, being Lot 1, DP 863123.
- (2) Development for the purposes of places of public worship is permitted with consent.

13 Use of certain land at Hotel, 39 Frenchs Forest Road East, Frenchs Forest

- (1) This clause applies to land at Hotel, 39 Frenchs Forest Road East, Frenchs Forest, Lot X, DP 405206.
- (2) Development for the purposes of pubs is permitted with consent.

14 Use of certain land at Harbord Diggers Club, Lumsdaine Drive, Harbord

- (1) This clause applies to land at Harbord Diggers Club, Lumsdaine Drive, Harbord, being Lot 125, DP 1102154 and Lot 2548, DP 752038.
- (2) Development for the purposes of registered clubs, recreation facilities (indoor) or recreation facilities (outdoor) is permitted with consent.

15 Use of certain land at Harbord Hotel, 29 Moore Road, Harbord

- (1) This clause applies to land at Harbord Hotel, 29 Moore Road, Harbord, Lots 1 to 5, Sec 1, DP 7022 and Lot 13, Sec 1, DP 7022.
- (2) Development for the purposes of pubs is permitted with consent.

16 Use of certain land at 80 Undercliff Rd, Harbord

- (1) This clause applies to land at 80 Undercliff Rd, Harbord, being Lot B, DP 329073.
- (2) Development for the purposes of restaurants is permitted with consent.

17 Use of certain land at Hotel, 1260 Pittwater Road, Narrabeen

- (1) This clause applies to land at Hotel, 1260 Pittwater Road, Narrabeen, being Lot 1, DP 746653.
- (2) Development for the purposes of pubs is permitted with consent.

18 Use of certain land at the intersection of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly

- (1) This clause applies to land at the intersection of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly, shown as "Area 3" or "Area 4" on the Additional Permitted Uses Map.
- (2) Development for the purposes of industrial retail outlet, service stations, timber and building supplies, vehicle body repair workshops, vehicle repair stations or wholesale supplies is permitted with consent.

19 Use of certain land at Tavern, 2 Aumuna Road, Terrey Hills

- (1) This clause applies to land at Tavern, 2 Aumuna Road, Terrey Hills, being Lot 6, DP 739456.
- (2) Development for the purposes of pubs is permitted with consent.

20 Use of certain land in the vicinity of Mona Vale and Myoora Roads, Terrey Hills

- (1) This clause applies to land in the vicinity of Mona Vale and Myoora Roads, Terrey Hills, shown as "Area 1" on the Additional Permitted Uses Map.
- (2) Development for the purposes of educational establishments, hospitals, places of public worship, recreation facilities (indoor), registered clubs, restaurants or hotel or motel accommodation is permitted with consent.



**Warringah
Council**

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31 August 2011

Dear Recipient,

Re: Commencement of provisions under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This document provides advice on the commencement of provisions under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and its impact upon Complying Development within the Warringah Local Government Area.

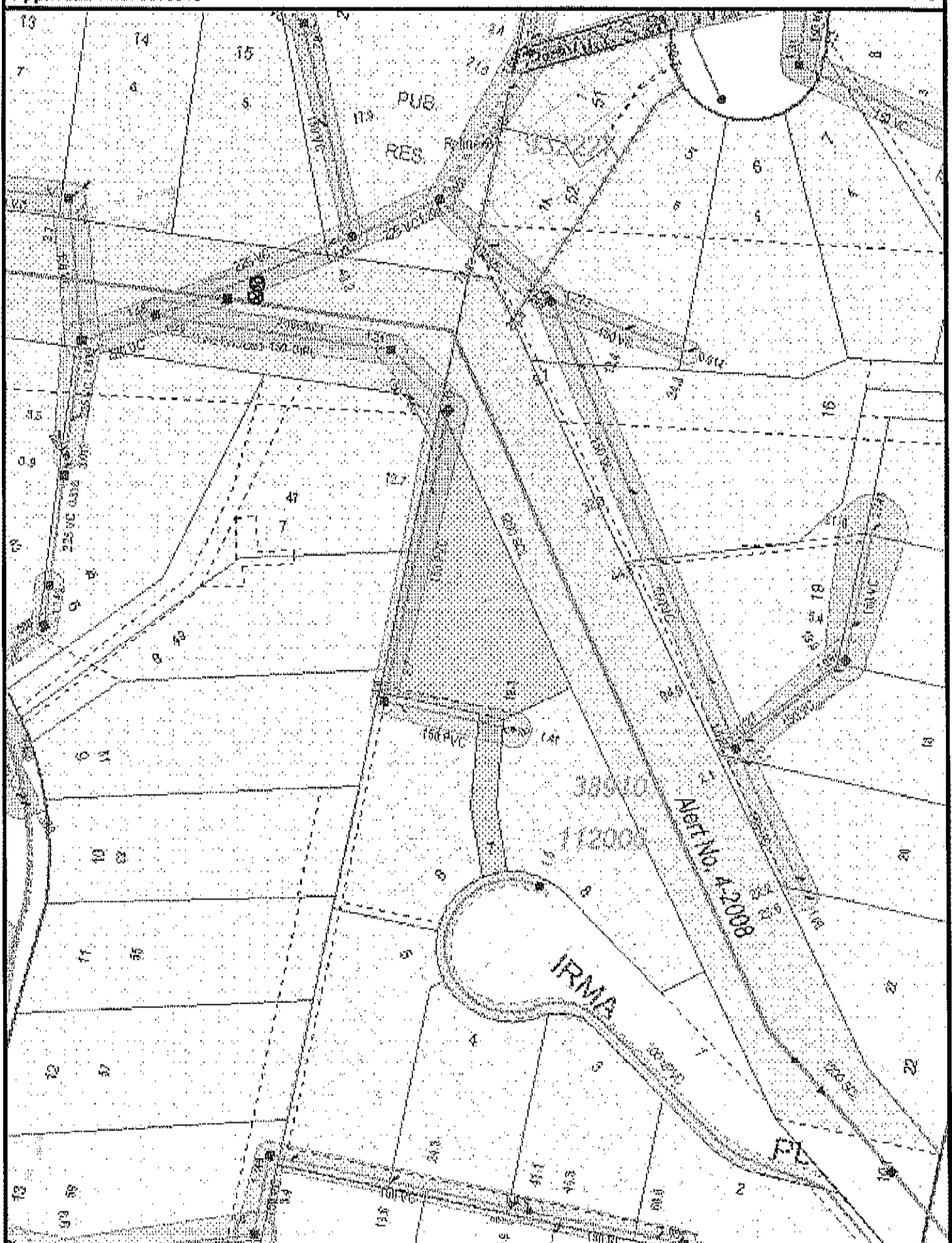
As per Clause 1.9(2) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, development provisions, specifically relating to Complying Development within the Locality Statements of Warringah Local Environmental Plan 2000, no longer have effect as of 1 September 2011. As such Complying Development provisions contained within Locality Statements under Warringah Local Environmental Plan 2000 provided within s.149 Certificates do not have effect by virtue of Clause 1.9 (2) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

In accordance with the provisions of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, any Complying Development Certificate (CDC) submitted under Warringah Local Environmental Plan 2000, lodged but not yet determined by 1 September 2011 cannot be determined. A possible amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be considered by the New South Wales Minister for Planning, subject to a public exhibition of the amendment.

The commencement of Clause 1.9(2) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 determines that Complying Development under Warringah Local Environmental Plan 2000 is not available after 1 September 2011 and will not be available until any amendment has been gazetted.

Regards,

Michael McDermid
Acting Manager Strategic Planning



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only.

