

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

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

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

Planning Certificate – Part 5

ePLC2019/1069

The following is information provided in good faith under the provisions of Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149) and lists relevant matters affecting the land of which Council is aware. The Council shall not incur any liability in respect of any such advice.

Persons relying on this certificate should read the environmental planning instruments referred to in this certificate.

Company Title Subdivision

Clause 4.1 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except

with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

District Planning

As part of ongoing NSW Planning Reforms, the Greater Sydney Commission is preparing six District plans for Sydney in consultation with local Councils. Northern Beaches LGA is part of the North District Plan. More information about the NSW Planning Reforms is available at the NSW Department of Planning (website: www.planning.nsw.gov.au).

Council Resolution To Amend Environmental Planning Instrument

The following instrument or resolution of Council proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Planning Certificate – Part 2:

Planning Proposal - Response to Low Rise Medium Density Code

Applies to land: Certain land in the Pittwater Local Environmental Plan 2014 (PLEP 2014) and Manly Local Environmental Plan 2013 (MLEP 2013)

Outline: Seeks to amend the PLEP 2014 and MLEP 2013 in response to issues arising from the future implementation of the NSW Governments' SEPP (Exempt and Complying Development) Amendment (Low Rise Medium Density Code). The intent of the Planning Proposal is to prohibit:

- manor houses and multi-dwelling housing (including terraces) in zone R2 Low Density Residential zone under the Manly LEP 2013
- dual occupancy in zone R2 Low Density Residential zone under the Manly LEP 2013 and Pittwater LEP 2014
- multi-dwelling housing and dual occupancies in the R3 Zone in the Warriewood Valley under Pittwater LEP 2014

Council resolution: 26 June 2018

Nil

Additional Information Applying To The Land

Additional information, if any, relating to the land the subject of this certificate:

Warriewood Valley Water Management Specification

Pittwater Council has adopted a Water Management Specification for the protection, restoration and maintenance of the chemical, physical and biological integrity of waterways within the Warriewood Valley Urban Land Release Area.

General Information

Tree Preservation and Management Order

Tree preservation and Management order applies to the subject land

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

Ray Brownlee PSM
Chief Executive Officer
25/02/2019

Further Clauses referred to in the Contract for Sale between the Vendor Patrick William Fitzgibbon and Tanya Jane Fitzgibbon and the Purchaser referred to herein

In the event of any inconsistency between the following Clauses and the standard Provisions of this Contract these additional Clauses shall take precedence.

CONDITION OF PROPERTY

- 32.1 The Purchaser accepts the Property in its present state and condition of repair and will make no objection, requisition or claim for compensation nor seek to terminate or rescind this Contract by reason of any defect whether latent or patent, any want of repair, dilapidation or infestation by vermin, borers, white ants or otherwise.
- 32.2 The Purchaser acknowledges that the Purchaser buys the property relying on the Purchaser's own inspection knowledge and enquiries and that the Purchaser does not rely on any warranties or representations made to the Purchaser by or on behalf of the Vendor.
- 32.3 The Purchaser acknowledges that the Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the Property sold.

DEATH, INCAPACITY, ETC.

33. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either Party at Law or in Equity, had this clause not been included herein, should any Party prior to completion:-
- 33.1 die or become mentally ill then either Party may rescind the Contract by notice in writing forwarded to the Solicitor named as the other Party's Solicitor in this contract and the Contract will then be at an end and the provisions of Clause 19 hereof will apply,
- 33.2 be declared bankrupt or enter into any scheme of arrangement or make any assignment for the benefit of creditors or being a Company be made the subject of any form of external administration or enter into any scheme or arrangement with its creditors under the Corporations Act, then that Party shall be deemed to be in default.

CLAIMS FOR COMPENSATION

34. Any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clauses 7 and 8 of this Contract.

AGENCY

- 35.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the Property by any Agent other than the Agent (if any) named in the contract.
- 35.2 The Purchaser indemnifies and agrees to hold and keep indemnified the Vendor against any claim for commission and any costs associated with such a claim arising out of an introduction by an Agent other than the Agent (if any) named in this contract of the Purchaser to the Vendor or to the Property.

NOTICE TO COMPLETE

36. The Vendor and the Purchaser agree that should any event arise entitling either party to issue a Notice to Complete on the other then the party shall be entitled to serve such Notice on the other party requiring the other to complete the Contract within a period of fourteen (14) days from the service of the notice (making time of the essence in this regard). The period of fourteen (14) days is agreed to be a proper and reasonable time.

INTEREST

- 37.1 If for any reason not solely attributable to default on the part of the Vendor, should the balance of the purchase moneys not be paid by the Purchaser to the Vendor by the time specified in this Contract for completion the Purchaser on completion will pay by way of liquidated damages a sum equal to interest calculated at the rate of ten (10) per centum per annum on the said balance purchase moneys from the date specified in this Contract for completion up to and including the actual day of completion.
- 37.2 Without prejudice to the Vendor's rights and remedies arising from the Purchaser's default under this Contract, the interest shall form part of the balance of purchase moneys and be paid on completion as an essential term of this Contract.

WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGEMENTS

- 38.1 The Purchaser acknowledges and agrees that the terms and conditions set out in this Contract contain the entire agreement between them in relation to the sale or purchase of the Property notwithstanding any sales brochures or other documents issued by or on behalf of the Vendor prior to the execution of this Contract.
- 38.2 The Purchaser acknowledges and agrees that the Purchaser has entered into this Contract in reliance upon the Purchaser's own inspection and assessment of the Property and the Purchaser acknowledges and agrees that the Purchaser has not been induced to enter into this Contract by any statements, representations or warranties made by or on behalf of the Vendor not set out in this Contract.
- 38.3 The Purchaser has obtained all approvals the law requires to enable the Purchaser to enter into and complete the Contract.
- 38.4.1 The Purchaser acknowledges that:
- (a) the Purchaser cannot make a claim, objection or requisition delay completion or rescind or terminate the Contract because of:
 - (i) the condition of the Property;
 - (ii) any latent or patent defect in the Property;
 - (iii) the presence, nature, location, availability or non-availability of any services as defined in Clause 10.1.2 or any easements or rights in connection with those services;
 - (iv) the discharge of any roof, swimming pool or ground water into the sewer.

38.4.2 The Purchaser takes title to the Property subject to all existing services.

AMENDMENT OF PRINTED CONDITIONS

The printed Conditions to this Contract are amended as follows:

- 39.1 Clause 7.1.1 is amended by replacing 5% with 1%.
- 39.2 Clause 7.3 is added: "7.3 Notwithstanding the provisions of Clause 7, any claim for compensation made by the Purchaser will be deemed to be an objection or requisition for the purposes of Clause 8."
- 39.3 Clause 8.1.1 is amended by deleting the words "on reasonable grounds".
- 39.4 Clause 10.1 is amended by adding the words "or delay completion" after the word "terminate".
- 39.5 Clause 14.4.2 is deleted.
- 39.6 Clause 16.5 delete the words in the second line "plus another 20% of that fee".
- 39.7 Clause 23.13 is amended by deleting "7 days" and inserting "3 days".
- 39.8 Clause 23.14 is amended by deleting "7 days" and inserting "3 days".
- 39.9 Clause 24.1 is deleted.
- 39.10 Clause 25 is deleted.
- 39.11 Clause 29 is deleted.

GUARANTEE

- 40.1. (a) The Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into this Contract.
(b) The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor including, without limitation, the agreement of the Vendor to enter into this Contract.
- 40.2 The Guarantor and if there is more than one Guarantor, each of the Guarantors jointly and severally unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.
- 40.3 If the Purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this Contract, then the Guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.
- 40.4 If the Purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of this Contract, then the Guarantor agrees to perform

the Guaranteed Obligations on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

- 40.5 As a separate undertaking, the Guarantor indemnifies the Vendor against:
- (a) all liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guaranteed Money not being recoverable from the Guarantor under Clauses 40.2 and 40.3 or from the Purchaser because of any circumstance whatsoever, and
 - (b) all liability or loss arising from and any costs, charges or expenses incurred in connection with the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatsoever.
- 40.6 This Guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.
- 40.7 The liabilities under this guarantee and indemnity of the Guarantor as a Guarantor, principal debtor, principal obligor or indemnifier and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including without limitation one or more of the following:
- (a) the Vendor or another person granting time or other indulgence to compounding or compromising with or releasing the Purchaser; or
 - (b) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
 - (c) any variation or novation of a right of the Vendor or alteration of this Contract or a document, in respect of the Purchaser.
- 40.8 As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not without the consent of the Vendor:
- (a) make a claim or enforce a right (including without limitation a mortgage, charge or other encumbrance) against the Purchaser or its property; or
 - (b) prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.
- 40.9 The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee or any trust or settlement.
- 40.10 This clause is an essential term of this Contract.

- 40.11 The Guaranteed Money is all money payable by the Purchaser to the Vendor under this Contract.
- 40.12 The Guaranteed Obligations are all obligations of the Purchaser under or in relation to this Contract.
- 40.13 The Guarantors are _____ and _____ being Directors (or if sole Director/Secretary company, then "Shareholders") of the Purchaser company.

EXECUTION BY GUARANTORS

Signed Sealed and Delivered by _____)
in the presence of: _____)

.....

Signed Sealed and Delivered by _____)
in the presence of: _____)

.....

ALTERATIONS TO CONTRACT

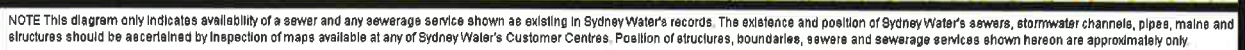
- 41.1 The Vendor and the Purchaser each authorise their Solicitor or Licensed Conveyancer (or any employee of that Solicitor or Licensed Conveyancer) to make alterations to this Contract as agreed to between the parties (including the addition of annexures) at any time after execution of this Contract by the party, up until the date of this Contract.
- 41.2 Any such alteration and or additions shall be binding upon the relevant party deemed hereby to have authorised the same as if the alteration or addition of annexures was made prior to the Contract being signed by that party.

BUILDING CERTIFICATE

42. The Purchaser acknowledges that this Contract is not subject to or conditional upon the issue of a Building Certificate issued in accordance with the provisions of Section 6.26 of the *Environmental Planning and Assessment Act 1979* as may be issued by the relevant local Council.

SURVEY REPORT

43. The Vendor does not warrant the accuracy or completeness of the Survey Report of Proust & Gardner dated 25 May 2007 annexed to this Contract and the Purchaser acknowledges that they have inspected the Survey Report. The Purchaser will make no objection, requisition or claim for compensation nor seek to rescind or terminate this Contract in respect of any matters disclosed in the said Survey Report.



3423.

SURVEY REPORT



MEMBER
THE INSTITUTION OF SURVEYORS, AUSTRALIA
THE ASSOCIATION OF CONSULTING SURVEYORS
N.S.W.

Property
Situated at:

} **WARRIEWOOD**

Lot 151 Shearwater Drive

Date: 25 May 2007

Client: Clarendon Homes

PROUST & GARDNER
CONSULTING PTY LIMITED
SURVEYORS & PLANNERS

Reference 22287/151

Client Clarendon Homes

SURVEY REPORT

We have surveyed the land being Torrens Title Lot 151 in Community Plan DP270385 having a frontage of 17.45 metres to Shearwater Drive with a rear and side boundary to Shearwater Lane at Warriewood in the Local Government Area of Pittwater.

Erected thereon is a two storey brick residence which stands wholly on the subject land and does not encroach upon any adjoining property or street.

The residence stands in relation to the boundaries as shown on the sketch.

The subject land is affected by Restrictions on the Use of Land created by registration DP1033903.

The southeastern boundary of the subject land is partly defined by a line through the centre of a proposed brick party wall 0.23 wide and a proposed brick and timber party wall 0.26 wide. Cross easements in respect of the proposed party walls will be created under Section 88BB of the Conveyancing Act upon registration of a Plan of Easements within the subject land and adjoining lots at the Department of Lands (Land and Property Information Division).

The subject land is affected by a Community Management Statement which together with the Community Plan forms part of the Community Scheme documentation registered under DP270385 with the NSW Department of Lands (Land and Property Information Division). The subject land has an interest in the Community Property of the Scheme being Lot 1 DP270385.

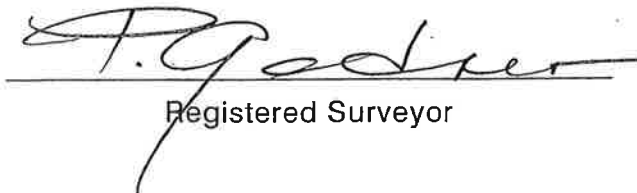
The boundaries of the land are not fenced.

There are no visible encroachments of note by or upon the subject property.

This report and information shown on the sketch herewith has been prepared for identification and/or building certificate purposes. Any improvements to be erected on or near the boundaries will require further survey.

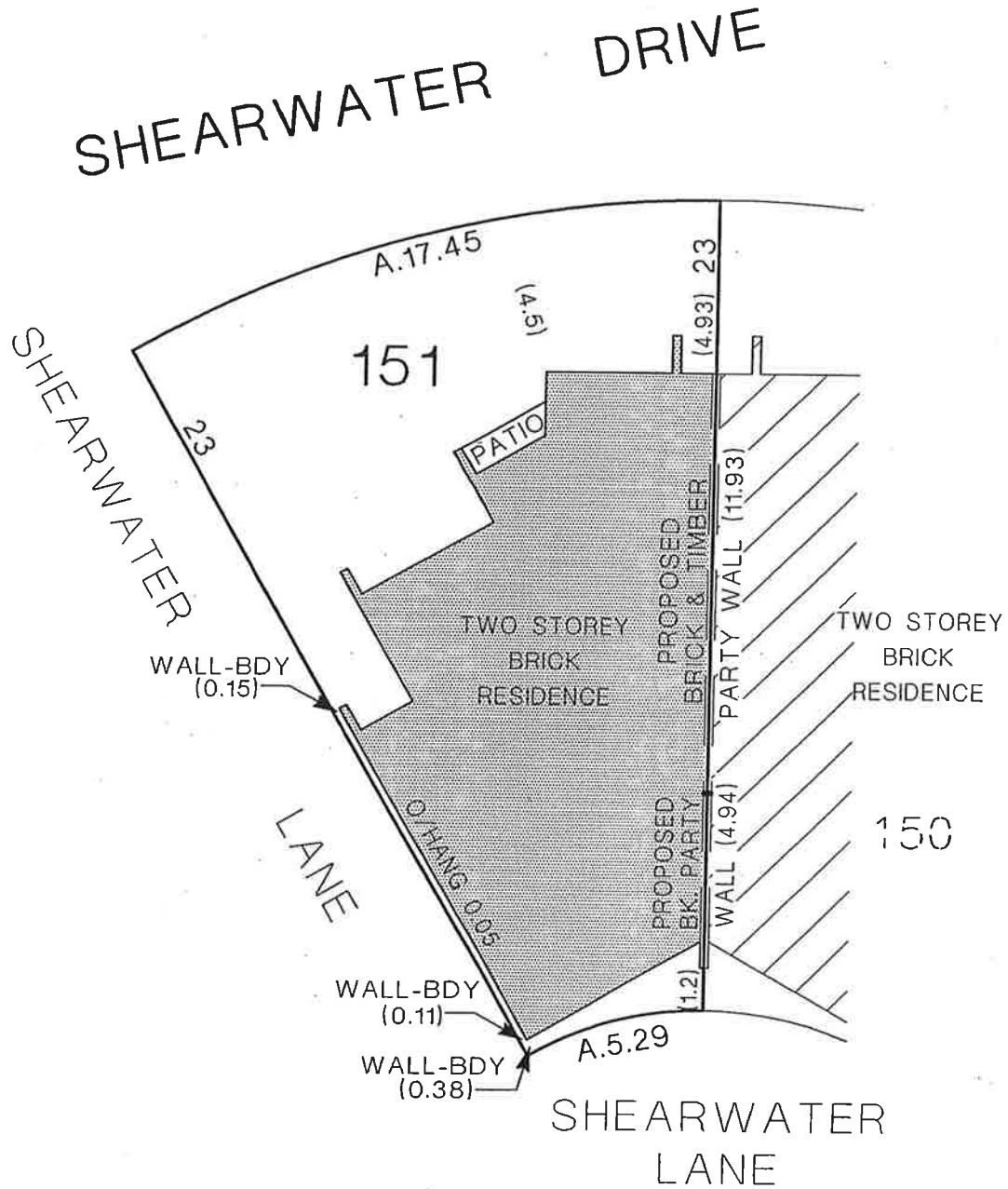
25 May 2007

Per


Registered Surveyor



PLAN
Lot 151 DP 270385
Scale 1:200



Telephone 1300 663 215
Facsimile (02) 9659 1633
PO Box 6160
Baulkham Hills BC NSW 2153



R Moy & Associates Pty Ltd
T/as Greenfield Accredited Certifiers
ACN 100 924 605
ABN 23 100 924 605

Final Occupation Certificate

Issued in accordance with section 109C(1)(c) of the Environmental Planning & Assessment Act 1979.

OCCUPATION CERTIFICATE NUMBER CC2007-08398

Subject Site Address	44 Shearwater Drive, WARRIEWOOD 2102
Lot No	151
DP	270385
Council Area	PITTWATER COUNCIL
Description of Building Work	Two Storey Dwelling
Applicant Name	Clarendon Homes Pty Ltd
Applicant Address	PO Box 7106, BAULKHAM HILLS BUSINESS CENTRE 2153
Owner Name	CPG Developments Pty Ltd
Owner Address	Level 15, 56 Pitt Street, SYDNEY

List of documents relied upon by the PCA in making the determination:

Engineers Certificates for Piers and Slab
Part A & B Pest Treatment Certificates
Wet Areas Certificate
Smoke Detectors Certificate
Final identification Survey
BASIX Compliance Certificates
Rainwater Tank Certificate
Photographic Evidence of Street Trees
Bush Fire Compliance Certificate
Sarking Certificate
Landscaping Certificate
Council Submission Cheque - \$30.00

Inspections carried out during construction:

The following stages of construction were inspected and were found to be satisfactory with reference to inspection reports and/or compliance certificates issued by a certifying authority.

Date	Inspection	Inspected By
31/10/06	Commencement	Kieran Tobin
31/10/06	Storm Water	Kieran Tobin
04/05/07	Framework	Luke Jeffree
04/05/07	Wet Areas	Luke Jeffree
31/05/07	Preliminary Final	Stephen Murray
31/05/07	Final OC Completion	Rick Moy

Subject Site Address

44 Shearwater Drive, WARRIEWOOD 2102

Statement by Certifying Authority:

I, the Certifying Authority for building works as described in this certificate, have satisfied myself that the following matters have been complied with:

- A current development consent or complying development certificate is in force for the building
- For building works, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia
- A fire safety certificate has been issued for the building where required under the Act
- A report from the Fire Commissioner has been considered where required under the Act

Signed
Certifying Authority
Accreditation Number
Accreditation Body


Rick Moy
BPB0281
Building Professionals Board

Date of this Certificate

1/06/2007

PLAN FORM 2
 SIGNATURE AND SCALE ONLY

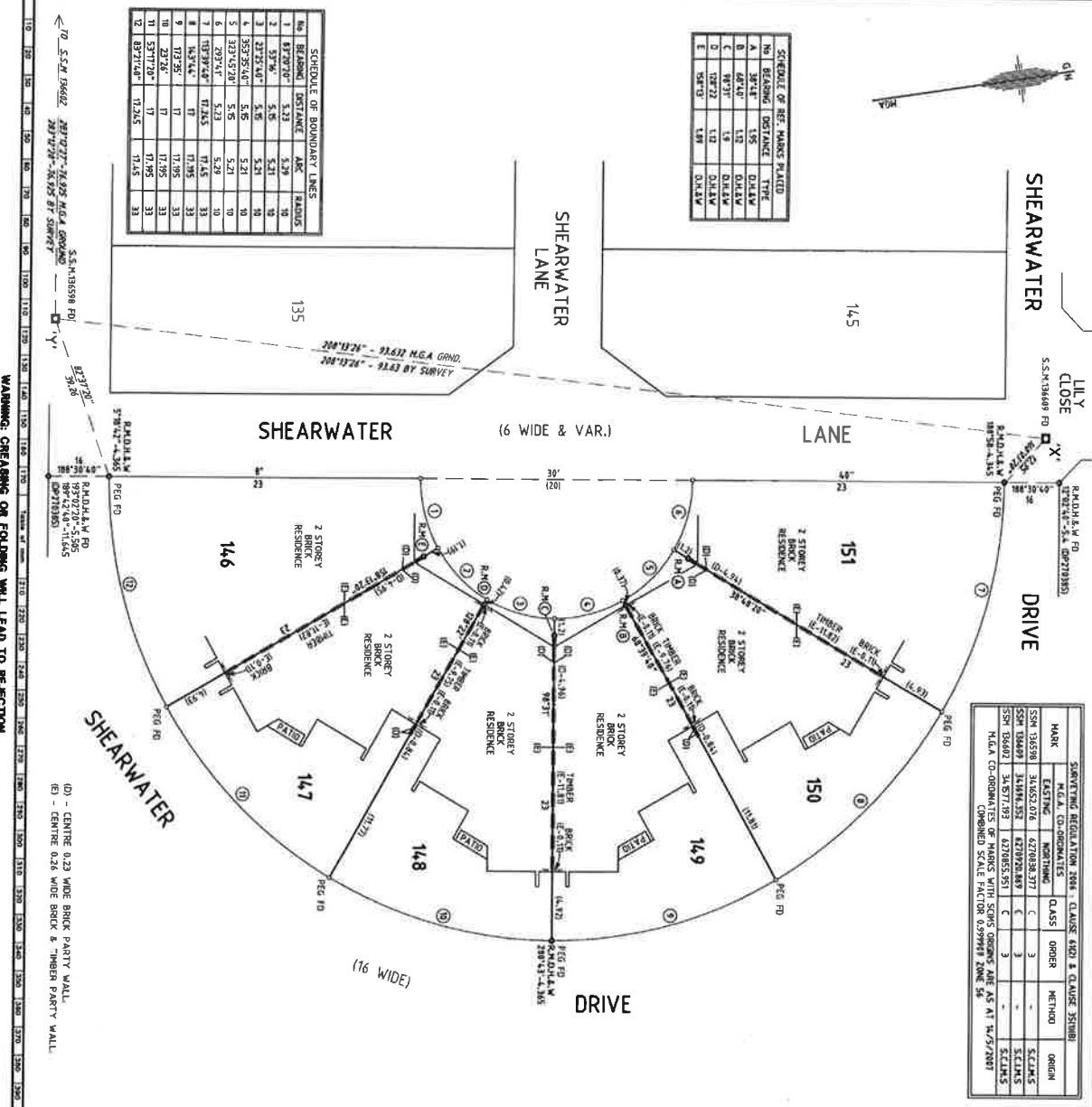
DESIGNED BY CLARENCE HUGHES
 CLARENCE HUGHES
 10000 171ST AVE, SUITE 100
 VANCOUVER, BC V6N 1C1
 TEL: 604-271-1111
 FAX: 604-271-1112
 E-MAIL: info@clarencehughes.com
 www.clarencehughes.com

Clarence Hughes
 Witness

Department of Lands Approval
 (Authorised Officer)
 that all necessary approvals in regard to the location of the road
 shown herein have been given.

Schedule Certificate
 certify that the provisions of a (104) of the Environmental Planning
 and Assessment Act 1979 have been satisfied in relation to the
 proposed:
 (Insert 'Subdivision' or 'New road')
 "Authorised Person/General Manager/Accountant/Clerk"
 Date of endorsement:
 Authorisation No.:
 Subdivision Certificate No.:
 The No. of the plan is to be lodged electronically in the Land Title
 Office, approved by the Registrar-General
 (Check whether to be lodged)

STATIONER'S REFERENCE: 22297/DP E



MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
SPN 136598	34162.076	627083.377	C	3	-	SCLIMS
SPN 136600	34164.352	627083.377	C	3	-	SCLIMS
SPN 136602	34166.628	627083.377	C	3	-	SCLIMS
SPN 136604	34168.904	627083.377	C	3	-	SCLIMS
SPN 136606	34171.180	627083.377	C	3	-	SCLIMS
SPN 136608	34173.456	627083.377	C	3	-	SCLIMS
SPN 136610	34175.732	627083.377	C	3	-	SCLIMS
SPN 136612	34178.008	627083.377	C	3	-	SCLIMS
SPN 136614	34180.284	627083.377	C	3	-	SCLIMS
SPN 136616	34182.560	627083.377	C	3	-	SCLIMS
SPN 136618	34184.836	627083.377	C	3	-	SCLIMS
SPN 136620	34187.112	627083.377	C	3	-	SCLIMS
SPN 136622	34189.388	627083.377	C	3	-	SCLIMS
SPN 136624	34191.664	627083.377	C	3	-	SCLIMS
SPN 136626	34193.940	627083.377	C	3	-	SCLIMS
SPN 136628	34196.216	627083.377	C	3	-	SCLIMS
SPN 136630	34198.492	627083.377	C	3	-	SCLIMS
SPN 136632	34200.768	627083.377	C	3	-	SCLIMS
SPN 136634	34203.044	627083.377	C	3	-	SCLIMS
SPN 136636	34205.320	627083.377	C	3	-	SCLIMS
SPN 136638	34207.596	627083.377	C	3	-	SCLIMS
SPN 136640	34209.872	627083.377	C	3	-	SCLIMS
SPN 136642	34212.148	627083.377	C	3	-	SCLIMS
SPN 136644	34214.424	627083.377	C	3	-	SCLIMS
SPN 136646	34216.700	627083.377	C	3	-	SCLIMS
SPN 136648	34218.976	627083.377	C	3	-	SCLIMS
SPN 136650	34221.252	627083.377	C	3	-	SCLIMS
SPN 136652	34223.528	627083.377	C	3	-	SCLIMS
SPN 136654	34225.804	627083.377	C	3	-	SCLIMS
SPN 136656	34228.080	627083.377	C	3	-	SCLIMS
SPN 136658	34230.356	627083.377	C	3	-	SCLIMS
SPN 136660	34232.632	627083.377	C	3	-	SCLIMS
SPN 136662	34234.908	627083.377	C	3	-	SCLIMS
SPN 136664	34237.184	627083.377	C	3	-	SCLIMS
SPN 136666	34239.460	627083.377	C	3	-	SCLIMS
SPN 136668	34241.736	627083.377	C	3	-	SCLIMS
SPN 136670	34244.012	627083.377	C	3	-	SCLIMS
SPN 136672	34246.288	627083.377	C	3	-	SCLIMS
SPN 136674	34248.564	627083.377	C	3	-	SCLIMS
SPN 136676	34250.840	627083.377	C	3	-	SCLIMS
SPN 136678	34253.116	627083.377	C	3	-	SCLIMS
SPN 136680	34255.392	627083.377	C	3	-	SCLIMS
SPN 136682	34257.668	627083.377	C	3	-	SCLIMS
SPN 136684	34259.944	627083.377	C	3	-	SCLIMS
SPN 136686	34262.220	627083.377	C	3	-	SCLIMS
SPN 136688	34264.496	627083.377	C	3	-	SCLIMS
SPN 136690	34266.772	627083.377	C	3	-	SCLIMS
SPN 136692	34269.048	627083.377	C	3	-	SCLIMS
SPN 136694	34271.324	627083.377	C	3	-	SCLIMS
SPN 136696	34273.600	627083.377	C	3	-	SCLIMS
SPN 136698	34275.876	627083.377	C	3	-	SCLIMS
SPN 136700	34278.152	627083.377	C	3	-	SCLIMS
SPN 136702	34280.428	627083.377	C	3	-	SCLIMS
SPN 136704	34282.704	627083.377	C	3	-	SCLIMS
SPN 136706	34284.980	627083.377	C	3	-	SCLIMS
SPN 136708	34287.256	627083.377	C	3	-	SCLIMS
SPN 136710	34289.532	627083.377	C	3	-	SCLIMS
SPN 136712	34291.808	627083.377	C	3	-	SCLIMS
SPN 136714	34294.084	627083.377	C	3	-	SCLIMS
SPN 136716	34296.360	627083.377	C	3	-	SCLIMS
SPN 136718	34298.636	627083.377	C	3	-	SCLIMS
SPN 136720	34300.912	627083.377	C	3	-	SCLIMS
SPN 136722	34303.188	627083.377	C	3	-	SCLIMS
SPN 136724	34305.464	627083.377	C	3	-	SCLIMS
SPN 136726	34307.740	627083.377	C	3	-	SCLIMS
SPN 136728	34310.016	627083.377	C	3	-	SCLIMS
SPN 136730	34312.292	627083.377	C	3	-	SCLIMS
SPN 136732	34314.568	627083.377	C	3	-	SCLIMS
SPN 136734	34316.844	627083.377	C	3	-	SCLIMS
SPN 136736	34319.120	627083.377	C	3	-	SCLIMS
SPN 136738	34321.396	627083.377	C	3	-	SCLIMS
SPN 136740	34323.672	627083.377	C	3	-	SCLIMS
SPN 136742	34325.948	627083.377	C	3	-	SCLIMS
SPN 136744	34328.224	627083.377	C	3	-	SCLIMS
SPN 136746	34330.500	627083.377	C	3	-	SCLIMS
SPN 136748	34332.776	627083.377	C	3	-	SCLIMS
SPN 136750	34335.052	627083.377	C	3	-	SCLIMS
SPN 136752	34337.328	627083.377	C	3	-	SCLIMS
SPN 136754	34339.604	627083.377	C	3	-	SCLIMS
SPN 136756	34341.880	627083.377	C	3	-	SCLIMS
SPN 136758	34344.156	627083.377	C	3	-	SCLIMS
SPN 136760	34346.432	627083.377	C	3	-	SCLIMS
SPN 136762	34348.708	627083.377	C	3	-	SCLIMS
SPN 136764	34350.984	627083.377	C	3	-	SCLIMS
SPN 136766	34353.260	627083.377	C	3	-	SCLIMS
SPN 136768	34355.536	627083.377	C	3	-	SCLIMS
SPN 136770	34357.812	627083.377	C	3	-	SCLIMS
SPN 136772	34360.088	627083.377	C	3	-	SCLIMS
SPN 136774	34362.364	627083.377	C	3	-	SCLIMS
SPN 136776	34364.640	627083.377	C	3	-	SCLIMS
SPN 136778	34366.916	627083.377	C	3	-	SCLIMS
SPN 136780	34369.192	627083.377	C	3	-	SCLIMS
SPN 136782	34371.468	627083.377	C	3	-	SCLIMS
SPN 136784	34373.744	627083.377	C	3	-	SCLIMS
SPN 136786	34376.020	627083.377	C	3	-	SCLIMS
SPN 136788	34378.296	627083.377	C	3	-	SCLIMS
SPN 136790	34380.572	627083.377	C	3	-	SCLIMS
SPN 136792	34382.848	627083.377	C	3	-	SCLIMS
SPN 136794	34385.124	627083.377	C	3	-	SCLIMS
SPN 136796	34387.400	627083.377	C	3	-	SCLIMS
SPN 136798	34389.676	627083.377	C	3	-	SCLIMS
SPN 136800	34391.952	627083.377	C	3	-	SCLIMS
SPN 136802	34394.228	627083.377	C	3	-	SCLIMS
SPN 136804	34396.504	627083.377	C	3	-	SCLIMS
SPN 136806	34398.780	627083.377	C	3	-	SCLIMS
SPN 136808	34401.056	627083.377	C	3	-	SCLIMS
SPN 136810	34403.332	627083.377	C	3	-	SCLIMS
SPN 136812	34405.608	627083.377	C	3	-	SCLIMS
SPN 136814	34407.884	627083.377	C	3	-	SCLIMS
SPN 136816	34410.160	627083.377	C	3	-	SCLIMS
SPN 136818	34412.436	627083.377	C	3	-	SCLIMS
SPN 136820	34414.712	627083.377	C	3	-	SCLIMS
SPN 136822	34416.988	627083.377	C	3	-	SCLIMS
SPN 136824	34419.264	627083.377	C	3	-	SCLIMS
SPN 136826	34421.540	627083.377	C	3	-	SCLIMS
SPN 136828	34423.816	627083.377	C	3	-	SCLIMS
SPN 136830	34426.092	627083.377	C	3	-	SCLIMS
SPN 136832	34428.368	627083.377	C	3	-	SCLIMS
SPN 136834	34430.644	627083.377	C	3	-	SCLIMS
SPN 136836	34432.920	627083.377	C	3	-	SCLIMS
SPN 136838	34435.196	627083.377	C	3	-	SCLIMS
SPN 136840	34437.472	627083.377	C	3	-	SCLIMS
SPN 136842	34439.748	627083.377	C	3	-	SCLIMS
SPN 136844	34442.024	627083.377	C	3	-	SCLIMS
SPN 136846	34444.300	627083.377	C	3	-	SCLIMS
SPN 136848	34446.576	627083.377	C	3	-	SCLIMS
SPN 136850	34448.852	627083.377	C	3	-	SCLIMS
SPN 136852	34451.128	627083.377	C	3	-	SCLIMS
SPN 136854	34453.404	627083.377	C	3	-	SCLIMS
SPN 136856	34455.680	627083.377	C	3	-	SCLIMS
SPN 136858	34457.956	627083.377	C	3	-	SCLIMS
SPN 136860	34460.232	627083.377	C	3	-	SCLIMS
SPN 136862	34462.508	627083.377	C	3	-	SCLIMS
SPN 136864	34464.784	627083.377	C	3	-	SCLIMS
SPN 136866	34467.060	627083.377	C	3	-	SCLIMS
SPN 136868	34469.336	627083.377	C	3	-	SCLIMS
SPN 136870	34471.612	627083.377	C	3	-	SCLIMS
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SPN 136876	34478.440	627083.377	C	3	-	SCLIMS
SPN 136878	34480.716	627083.377	C	3	-	SCLIMS
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SPN 136894	34498.924	627083.377	C	3	-	SCLIMS
SPN 136896	34501.200	627083.377	C	3	-	SCLIMS
SPN 136898	34503.476	627083.377	C	3	-	SCLIMS
SPN 136900	34505.752	627083.377	C	3	-	SCLIMS
SPN 136902	34508.028	627083.377	C	3	-	SCLIMS
SPN 136904	34510.304	627083.377	C	3	-	SCLIMS
SPN 136906	34512.580	627083.377	C	3	-	SCLIMS
SPN 136908	34514.856	627083.377	C	3	-	SCLIMS

DP270385

Registered M/ 6.5.2000

dated 6/2/04

This is sheet 3 of the plan of 18 and covered by Subdivision Certificate No 100 of 10309.

For use where space is insufficient in any part of Part Form 2.

IT IS INTENDED TO CREATE LOTS AS PUBLIC RESERVE

*OFFICE USE ONLY

(IN 10 SHEETS)

KINGFISHER LANE

FERN CIRCUIT

(P) EASEMENT TO DRAIN WATER 1.2 WIDE

REFER TO SHEET 4 FOR EASEMENTS

SSH CONNECTION TABLE

FM 23563 - SM 4361	180°26'10"-575.32 SY	180°26'11"-575.29 M.G.A. GROUND
--------------------	----------------------	---------------------------------

LETTER	REFERENCE	DESCRIPTION
A	3.05	PM 2.5 + WG IN KEND
B	58.20-59.20	PM 2.5 + WG IN KEND
C	48.70-50.70	PM 2.5 + WG IN KEND
D	1.8-3.9	PM 2.5 + WG IN KEND
E	48.70-50.70	PM 2.5 + WG IN KEND
F	2.78-30.40	PM 2.5 + WG IN KEND
G	2.78-30.40	PM 2.5 + WG IN KEND
H	2.78-30.40	PM 2.5 + WG IN KEND
I	2.78-30.40	PM 2.5 + WG IN KEND
J	2.78-30.40	PM 2.5 + WG IN KEND
K	2.78-30.40	PM 2.5 + WG IN KEND
L	2.78-30.40	PM 2.5 + WG IN KEND
M	2.78-30.40	PM 2.5 + WG IN KEND
N	2.78-30.40	PM 2.5 + WG IN KEND
O	2.78-30.40	PM 2.5 + WG IN KEND
P	2.78-30.40	PM 2.5 + WG IN KEND
Q	2.78-30.40	PM 2.5 + WG IN KEND
R	2.78-30.40	PM 2.5 + WG IN KEND
S	2.78-30.40	PM 2.5 + WG IN KEND
T	2.78-30.40	PM 2.5 + WG IN KEND
U	2.78-30.40	PM 2.5 + WG IN KEND
V	2.78-30.40	PM 2.5 + WG IN KEND
W	2.78-30.40	PM 2.5 + WG IN KEND
X	2.78-30.40	PM 2.5 + WG IN KEND
Y	2.78-30.40	PM 2.5 + WG IN KEND
Z	2.78-30.40	PM 2.5 + WG IN KEND
AA	2.78-30.40	PM 2.5 + WG IN KEND
AB	2.78-30.40	PM 2.5 + WG IN KEND
AC	2.78-30.40	PM 2.5 + WG IN KEND
AD	2.78-30.40	PM 2.5 + WG IN KEND

TOBACCO	1000
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DEFERRED REFERENCE MARKS TO BE PLACED UPON COMPLETION OF THE ROAD NETWORK.

ORDER CENTRIKLINE KRAVSKA

No	BEACONS	DISTANCE
1	147° 03' 00"	142.87
2	178° 04' 00"	7.075
20	178° 04' 00"	7.266
21	160° 22' 00"	11.373
22	160° 22' 00"	11.373
23	160° 22' 00"	11.373
24	175° 02' 00"	7.805
25	175° 02' 00"	42.45
26	151° 04' 00"	3.5127
27	120° 38' 00"	18.31
28	128° 04' 00"	32.585
29	150° 12' 00"	32.585
30	150° 12' 00"	32.585
31	149° 08' 00"	65.975
32	149° 08' 00"	34.46

SCHEDULE OF SHORT BOUNDARIES	
No.	BEARING DISTANCE
1	47°30'42" 4.245

2	1.673040	1.676
3	6.93700	1.945
4	22.29320	2.248
5	14.31400	2.245
6	3.310040	2.12
7	3.310040	2.245
8	1.313100	8.445
9	0.60210	9.946
10	0.022410	10.5
11	1.364615	8.27
12	1.652287	9.76
13	1.652287	2.615
14	1.384140	8.4
15	1.652287	26.165
16	3.310040	2.545
17	2.8813705	0.535
18	2.8813705	25.035

Plan Drawing only to appear in this space

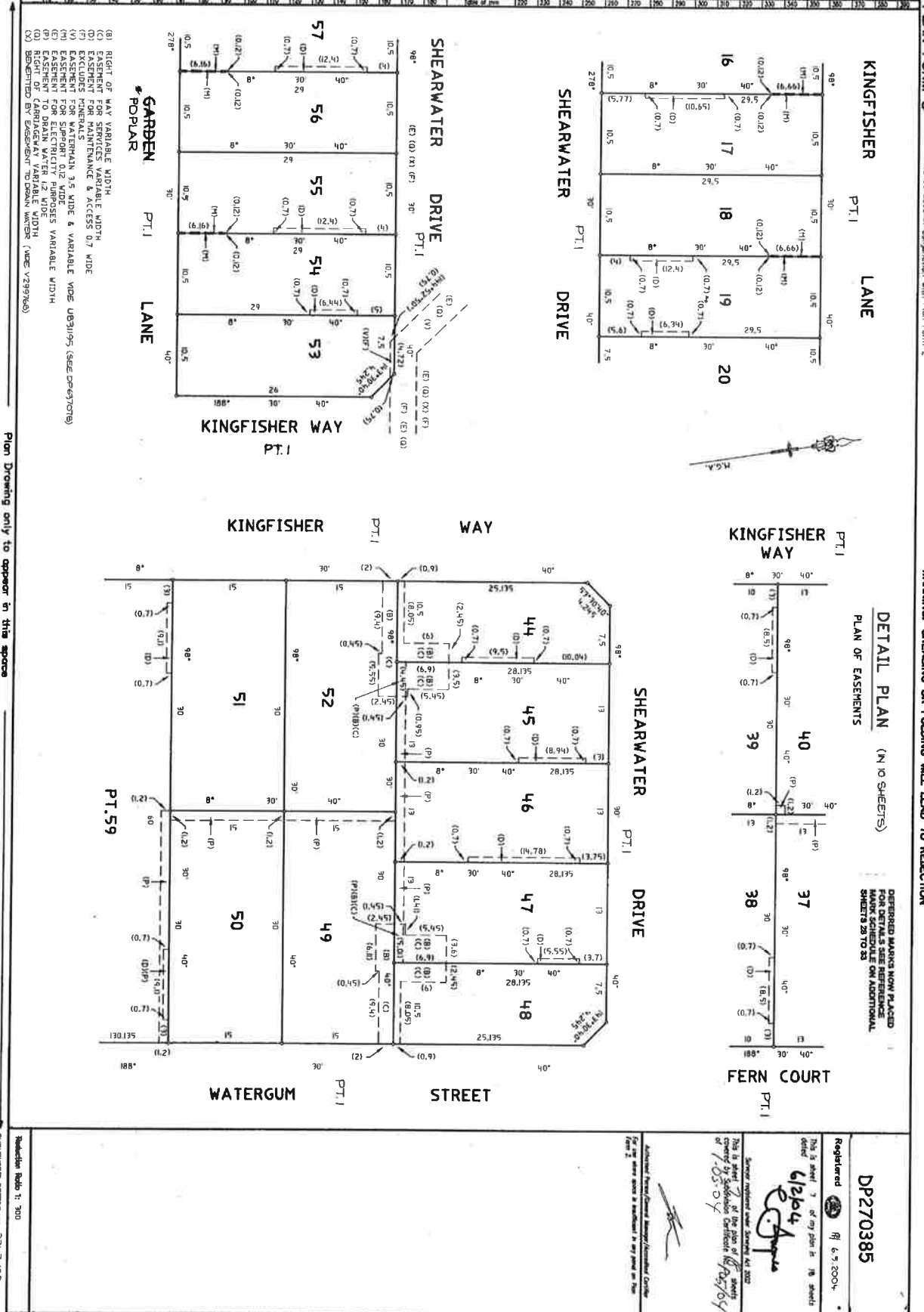
()
 5 7 7
 8 1 1
 5 7 7
 1 1 1

()
 5 7 7
 8 1 1
 5 7 7
 1 1 1
 1 1 1

Reduction Ratio: 600
SURVEYOR'S REFERENCE: 3347/02

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Plan Drawing only to appear in this space

Surveyor's Reference: 3347/02

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO.	COORD.	ARC	RADIUS
42	22°13'40" N. 03	4.28	22.935
43	187°21'20" 7.485	7.52	22.935

SEE SHEET 5

51

DETAIL PLAN
(IN 10 SHEETS)

REFER TO SHEET 7 FOR EASEMENT NOTES

NOTE:

RM'S NOTED BY "AX" TO RM "Y" ARE DEFERRED REFERENCE MARKS TO BE PLACED UPON COMPLETION OF THE ROAD NETWORK.

DP270385

Registered 6/2/2004

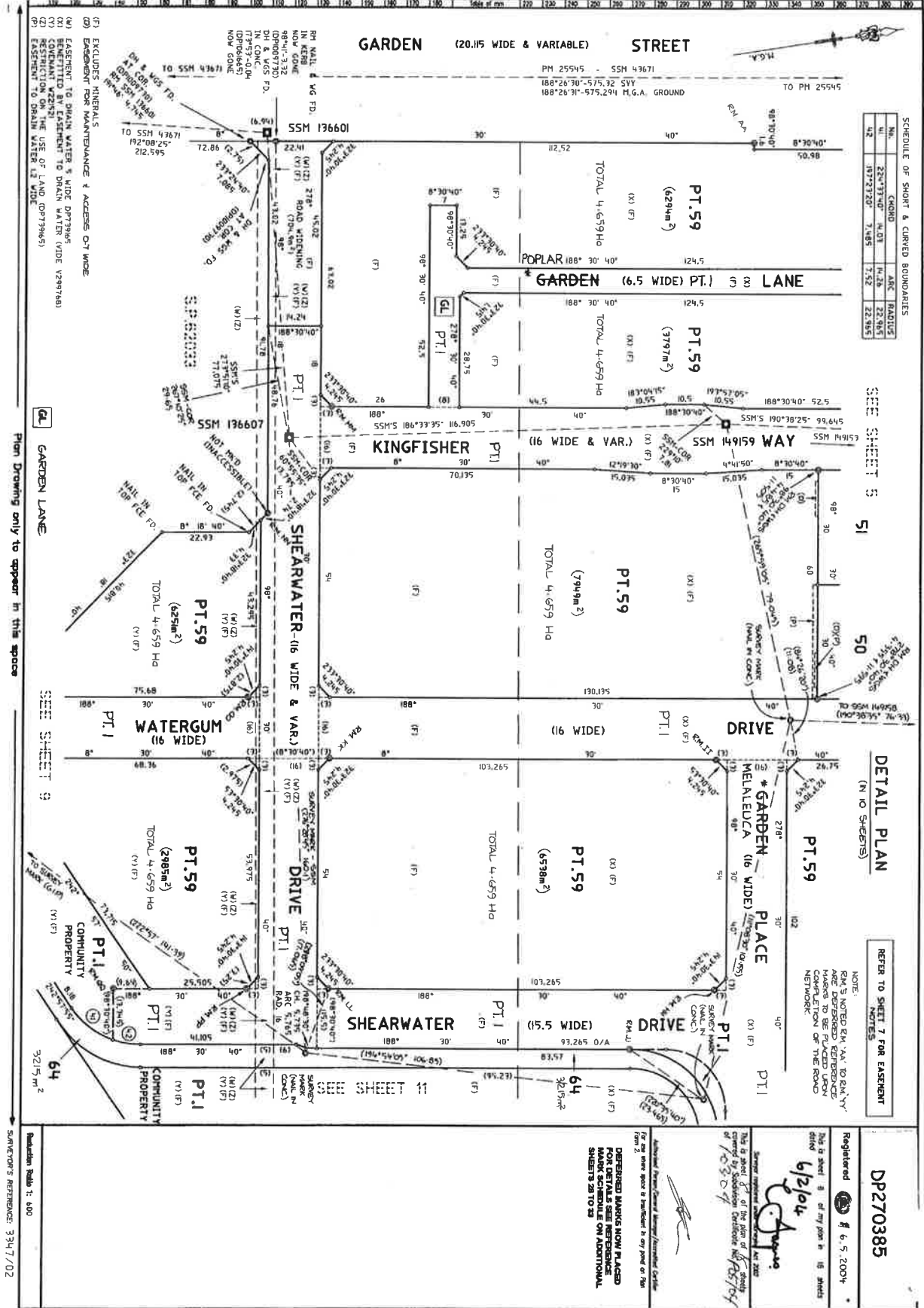
This is sheet 8 of my plan in 10 sheets dated 6/2/2004

Surveyor's Reference: 3347/02

DETERMINED MARKS NOW PLACED FOR DETAILS SEE REFERENCE MARKS SCHEDULE ON ADDITIONAL SHEETS 28 TO 33

Additional Surveyor's Reference: 3347/02

For any more space is to be added to my plan on this form 2



PLAN FORM 3

To be used in conjunction with Plan Form 2

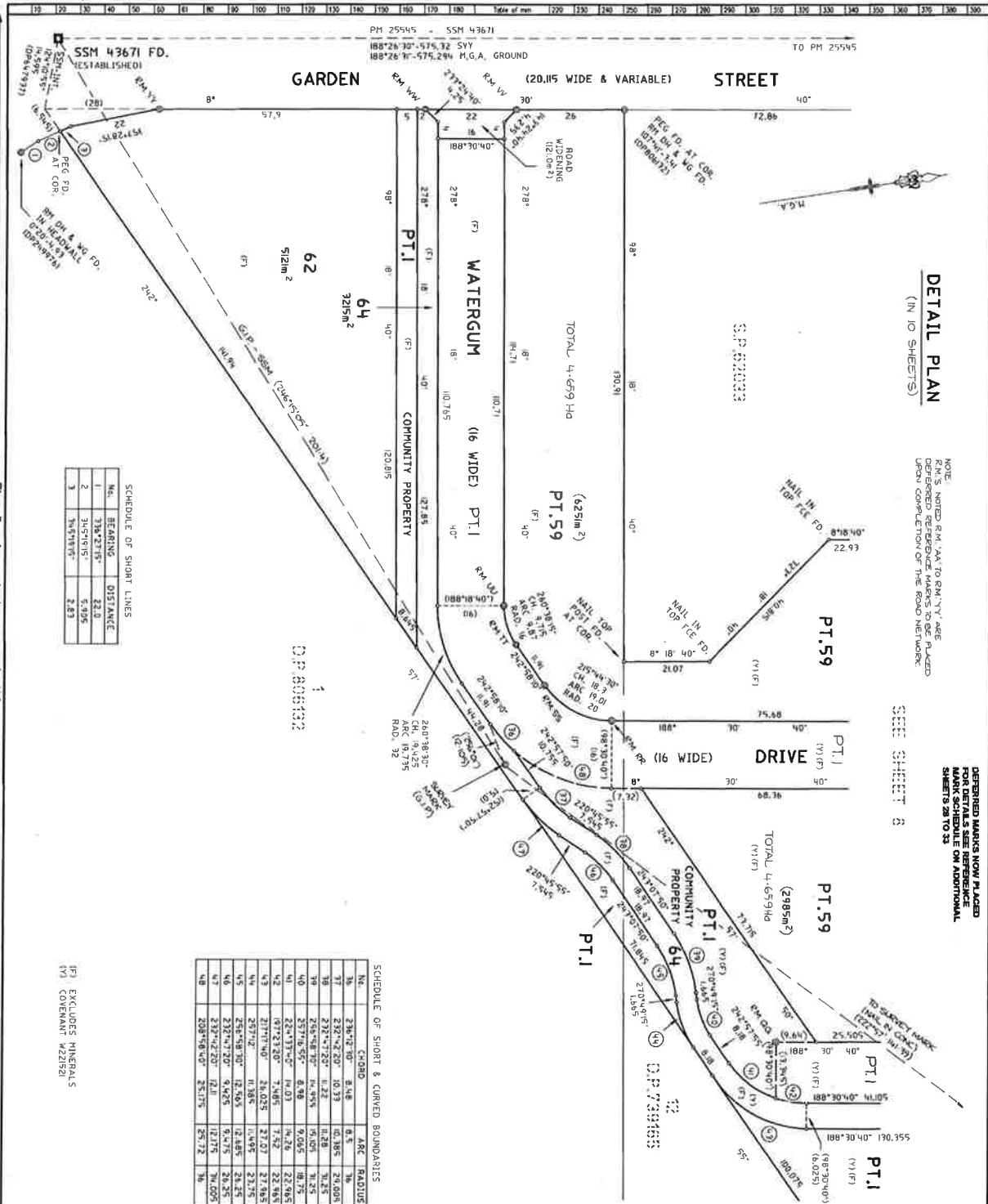
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN (IN 10 SHEETS)

NOTE:
R.H.'S. NOTED RM. YA TO RM. YV. ARE
STATIONED ALONG THE ROAD CENTERLINE
UPON COMPLETION OF THE ROAD NETWORK.

SEE SHEET 12

DEFERRED MARKS NOW PLACED
FOR REFERENCE
ON ADJACENT
SHEETS 28 TO 33



SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
1	33°21'05"	24.0
2	34°51'15"	54.095
3	74°51'15"	2.87

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	CHORD	ARC	RADIUS
36	239°12'30"	8.48	8.5
37	232°42'20"	10.33	10.385
38	232°42'20"	11.22	11.28
39	256°48'10"	14.455	14.505
40	257°16'55"	6.48	6.505
41	257°16'55"	6.48	6.505
42	257°16'55"	6.48	6.505
43	257°16'55"	6.48	6.505
44	257°16'55"	6.48	6.505
45	257°16'55"	6.48	6.505
46	257°16'55"	6.48	6.505
47	257°16'55"	6.48	6.505
48	257°16'55"	6.48	6.505

Plan Drawing only to appear in this space

Reduction Ratio 1: 400
 SURVEYOR'S REFERENCE: 3347/02

DP270385

Registered 6/6/2004

This is sheet 9 of my plan in 18 sheets
 dated 6/26/04

This is sheet 9 of my plan in 18 sheets
 dated 6/26/04

Authorized Person/Person Manager/Personnel Officer
 For use where space is insufficient in any point on Plan Form 2

*OFFICE USE ONLY

PLAN FORM 3

To be used in conjunction with Plan Form 2.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SEE SHEET 3

DETAIL PLAN

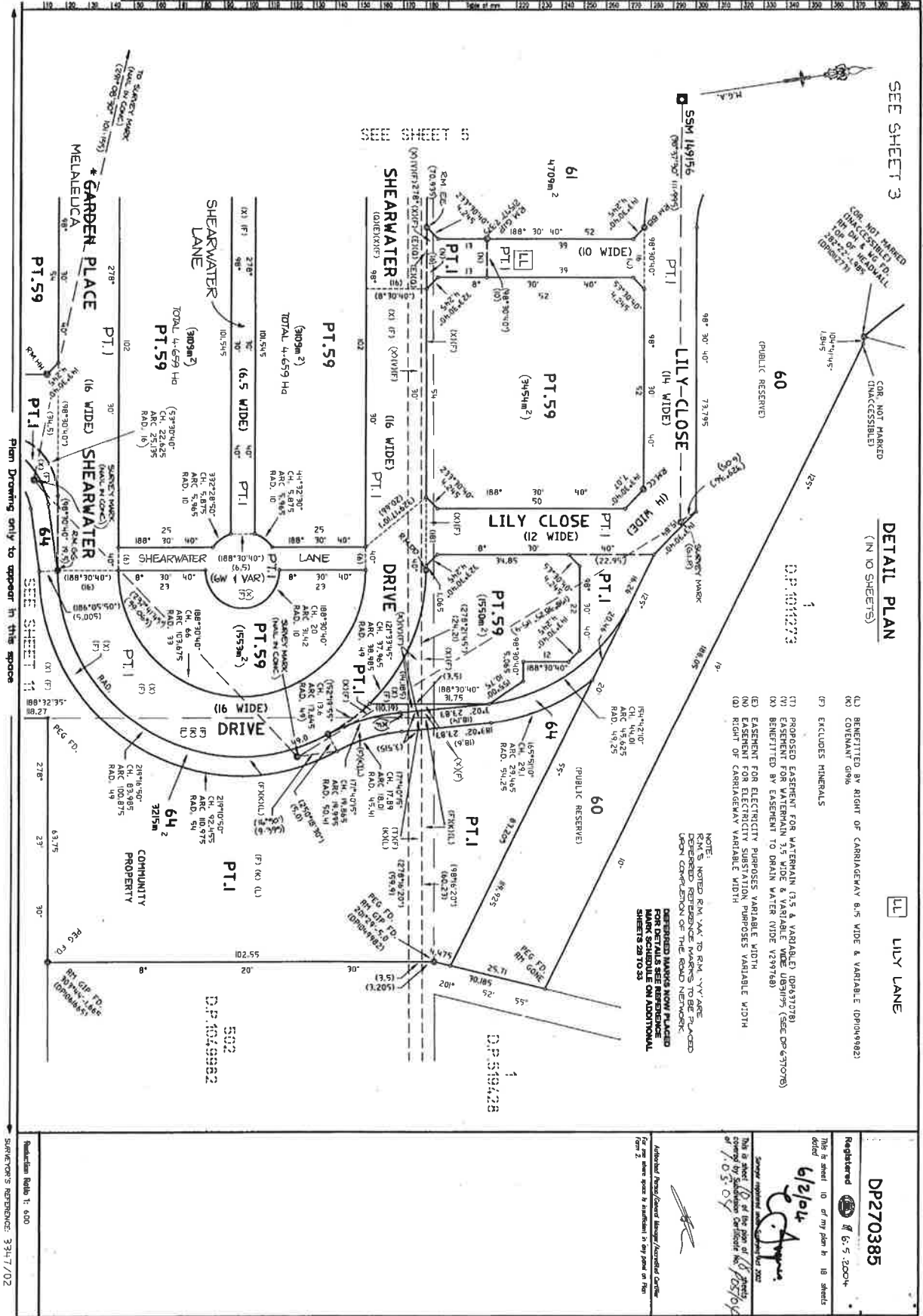
LL LILY LANE

(IN 10 SHEETS)

- (L) BENEFITTED BY RIGHT OF CARRIAGEWAY 8.5' WIDE & VARIABLE (DP0049982)
- (K) COVENANT 6986
- (F) EXCLUDES MINERALS

- (T) PROPOSED EASEMENT FOR WATERMAIN (3.5' & VARIABLE) (DP431778)
- (V) EASEMENT FOR WATERMAIN 3.5' WIDE & VARIABLE WIDE (DP431778) (SEE DP431778)
- (X) BENEFITTED BY EASEMENT TO DRAIN WATER (V299768)
- (E) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH
- (N) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH
- (D) RIGHT OF CARRIAGEWAY VARIABLE WIDTH

NOTE:
 R.M.'S NOTED R.M. MAY TO R.M. 'V' ARE
 DEFERRED REFERENCE MARKS TO BE PLACED
 UPON COMPLETION OF THE ROAD NETWORK.
 DEFERRED MARKS NOW PLACED
 FOR DETAILS SEE DRAWING
 SHEETS 28 TO 33



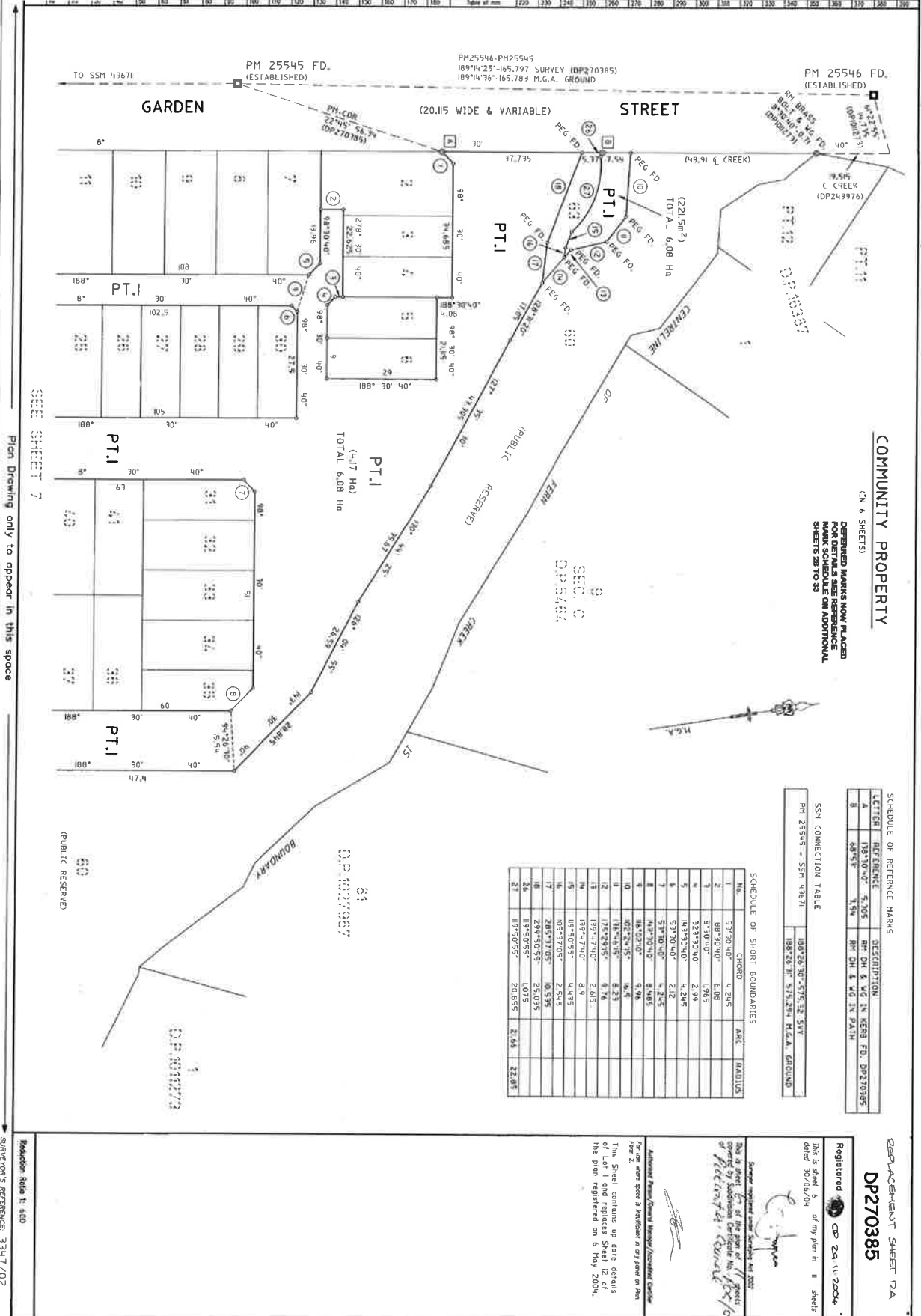
DP270385

Registered 6/5/2004

This is sheet 10 of my plan in 18 sheets dated 6/2/04

Signature of [Name] 6/2/04

Noted: [Name] 6/2/04



COMMUNITY PROPERTY

(IN 6 SHEETS)

DEFERRED MARKS NOW PLACED
 FOR DETAILS SEE REFERENCE
 SHEETS 28 TO 33

SCHEDULE OF REFERENCE MARKS

LETTER	REFERENCE	DESCRIPTION
A	118° 10' 40" 5.005	BR CH & WG IN KERB FD. DP270385
B	188° 52' 1.54	BR CH & WG IN PATH

SSH CONNECTION TABLE

PM 25545 - SSH 436.71	188° 28' 31" 5.15274 M.G.A. GROUND
-----------------------	------------------------------------

SCHEDULE OF SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
1	57° 30' 40"	4.245	
2	188° 30' 40"	6.08	
3	8° 30' 40"	1.965	
4	133° 30' 40"	2.972	
5	183° 30' 40"	2.125	
6	57° 30' 40"	4.245	
7	14° 30' 40"	8.485	
8	188° 30' 40"	6.08	
9	188° 30' 40"	6.08	
10	188° 30' 40"	6.08	
11	188° 30' 40"	6.08	
12	188° 30' 40"	6.08	
13	188° 30' 40"	6.08	
14	188° 30' 40"	6.08	
15	188° 30' 40"	6.08	
16	188° 30' 40"	6.08	
17	188° 30' 40"	6.08	
18	188° 30' 40"	6.08	
19	188° 30' 40"	6.08	
20	188° 30' 40"	6.08	
21	188° 30' 40"	6.08	
22	188° 30' 40"	6.08	
23	188° 30' 40"	6.08	
24	188° 30' 40"	6.08	
25	188° 30' 40"	6.08	
26	188° 30' 40"	6.08	
27	188° 30' 40"	6.08	
28	188° 30' 40"	6.08	
29	188° 30' 40"	6.08	
30	188° 30' 40"	6.08	
31	188° 30' 40"	6.08	
32	188° 30' 40"	6.08	
33	188° 30' 40"	6.08	
34	188° 30' 40"	6.08	
35	188° 30' 40"	6.08	
36	188° 30' 40"	6.08	
37	188° 30' 40"	6.08	
38	188° 30' 40"	6.08	
39	188° 30' 40"	6.08	
40	188° 30' 40"	6.08	
41	188° 30' 40"	6.08	
42	188° 30' 40"	6.08	
43	188° 30' 40"	6.08	
44	188° 30' 40"	6.08	
45	188° 30' 40"	6.08	
46	188° 30' 40"	6.08	
47	188° 30' 40"	6.08	
48	188° 30' 40"	6.08	
49	188° 30' 40"	6.08	
50	188° 30' 40"	6.08	
51	188° 30' 40"	6.08	
52	188° 30' 40"	6.08	
53	188° 30' 40"	6.08	
54	188° 30' 40"	6.08	
55	188° 30' 40"	6.08	
56	188° 30' 40"	6.08	
57	188° 30' 40"	6.08	
58	188° 30' 40"	6.08	
59	188° 30' 40"	6.08	
60	188° 30' 40"	6.08	
61	188° 30' 40"	6.08	
62	188° 30' 40"	6.08	
63	188° 30' 40"	6.08	
64	188° 30' 40"	6.08	
65	188° 30' 40"	6.08	
66	188° 30' 40"	6.08	
67	188° 30' 40"	6.08	
68	188° 30' 40"	6.08	
69	188° 30' 40"	6.08	
70	188° 30' 40"	6.08	
71	188° 30' 40"	6.08	
72	188° 30' 40"	6.08	
73	188° 30' 40"	6.08	
74	188° 30' 40"	6.08	
75	188° 30' 40"	6.08	
76	188° 30' 40"	6.08	
77	188° 30' 40"	6.08	
78	188° 30' 40"	6.08	
79	188° 30' 40"	6.08	
80	188° 30' 40"	6.08	
81	188° 30' 40"	6.08	
82	188° 30' 40"	6.08	
83	188° 30' 40"	6.08	
84	188° 30' 40"	6.08	
85	188° 30' 40"	6.08	
86	188° 30' 40"	6.08	
87	188° 30' 40"	6.08	
88	188° 30' 40"	6.08	
89	188° 30' 40"	6.08	
90	188° 30' 40"	6.08	
91	188° 30' 40"	6.08	
92	188° 30' 40"	6.08	
93	188° 30' 40"	6.08	
94	188° 30' 40"	6.08	
95	188° 30' 40"	6.08	
96	188° 30' 40"	6.08	
97	188° 30' 40"	6.08	
98	188° 30' 40"	6.08	
99	188° 30' 40"	6.08	
100	188° 30' 40"	6.08	

DEPARTMENT SHEET 12A
 DP270385

Registered
 CD 24 11 2004

This is sheet 13 of my plan in 11 sheets
 dated 30/04/04

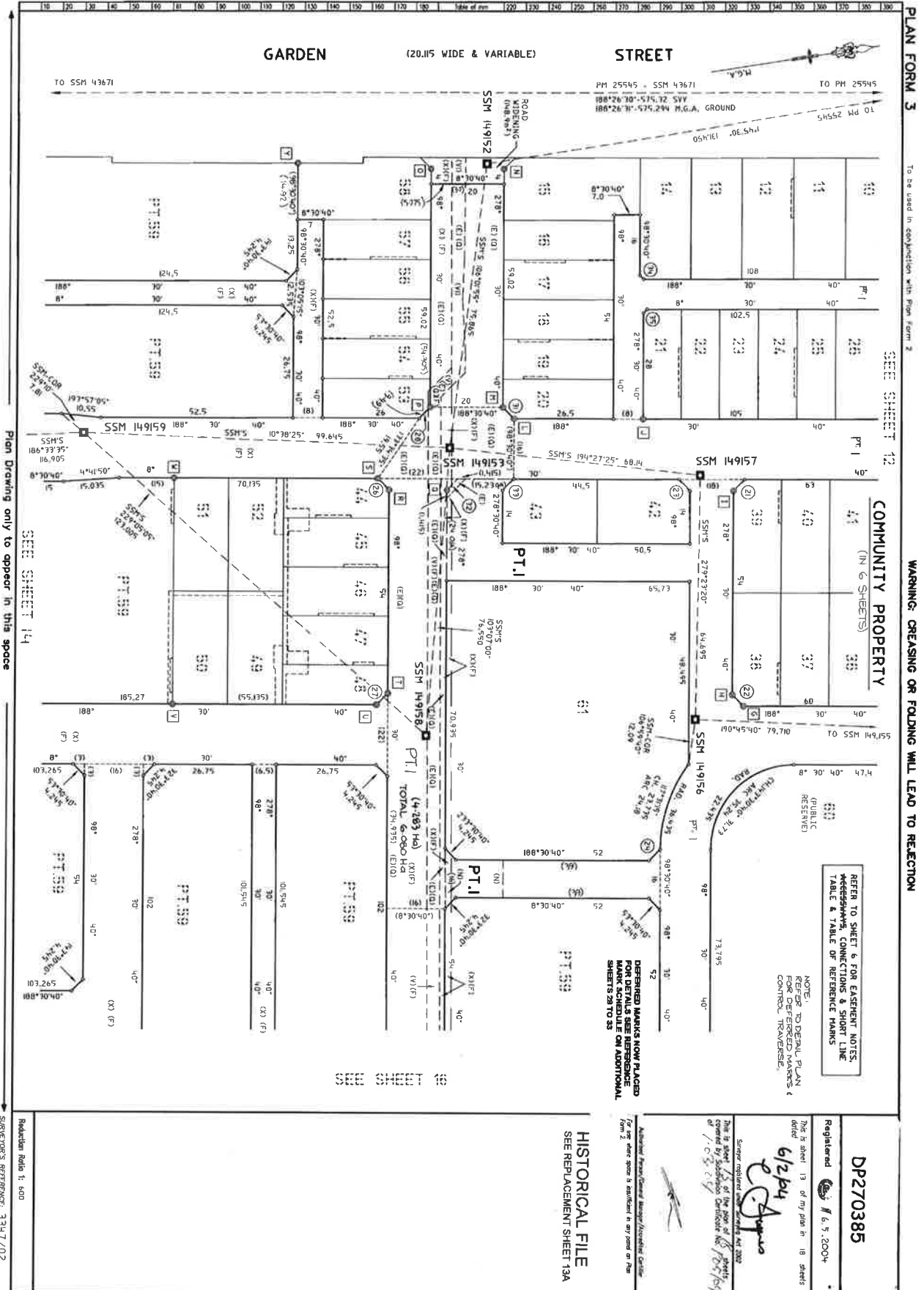
Survey completed under Survey Act 2002

This is sheet 13 of the plan of 11 sheets
 Surveyed by Subdivision Certificate No. 105/04
 at McClelland, CLARENDON

Authorised Signatory/General Manager/Executive Officer

This plan is a preliminary plan and is not to be used for any purpose other than for the purposes of the Survey Act 2002.

Reduction Ratio 1: 400
 SURVEYOR'S REFERENCE: 3347/02



PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 3 OF 6

COMMUNITY PROPERTY

DEFERRED MARKS NOW PLACED
 FOR DETAILS SEE REFERENCE
 SHEETS 20 TO 23

No.	BEARING	DISTANCE
21	32°10'00"	4.245
22	21°10'00"	4.245
23	51°10'00"	4.245
24	14°10'00"	4.245
25	51°10'00"	4.245
26	51°10'00"	4.245
27	14°10'00"	4.245
28	14°10'00"	4.245
29	21°10'00"	4.245
30	32°10'00"	4.245
31	32°10'00"	4.245
32	21°10'00"	4.245
33	14°10'00"	4.245
34	21°10'00"	4.245
35	32°10'00"	4.245

REPLACEMENT SHEET 2A
 DP270385

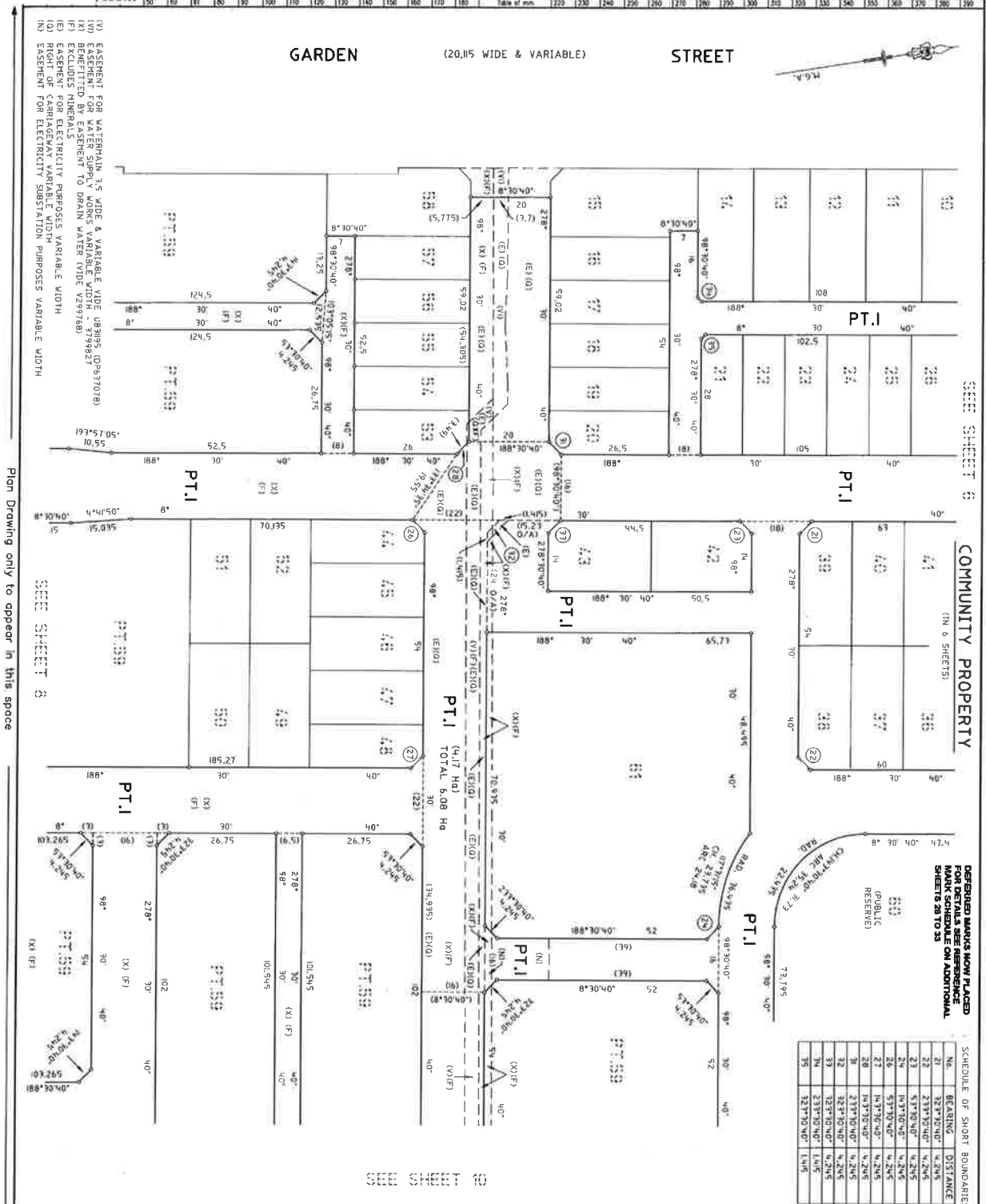
Registered
 CP 29/11/2004
 This is sheet 7 of my plan in 11 sheets
 dated 30/06/04

Signature
 This is sheet 7 of the plan of 11 sheets
 of the property of 11 sheets
 of 11 sheets of 11 sheets

Authorised Person/General Manager/Accountant/Clerk
 For use where access is restricted to my plan in Plan Form 2

This sheet contains up to date details
 of Lot 1 and replaces Sheet 13 of
 the plan registered on 6 May 2004.

Reduction Ratio 1: 500
 SURVEYOR'S REFERENCE: 3347/02



PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COMMUNITY PROPERTY

(N 6 SHEETS)

SHEET 13

DEFERRED MARKS NOW PLACED
 FOR DETAILS SEE REFERENCE
 SHEETS 20 TO 30

NOTE:
 REFER TO DETAIL PLAN FOR DEFERRED
 MARKS & CONTROL TRAVERSE.

DP270385

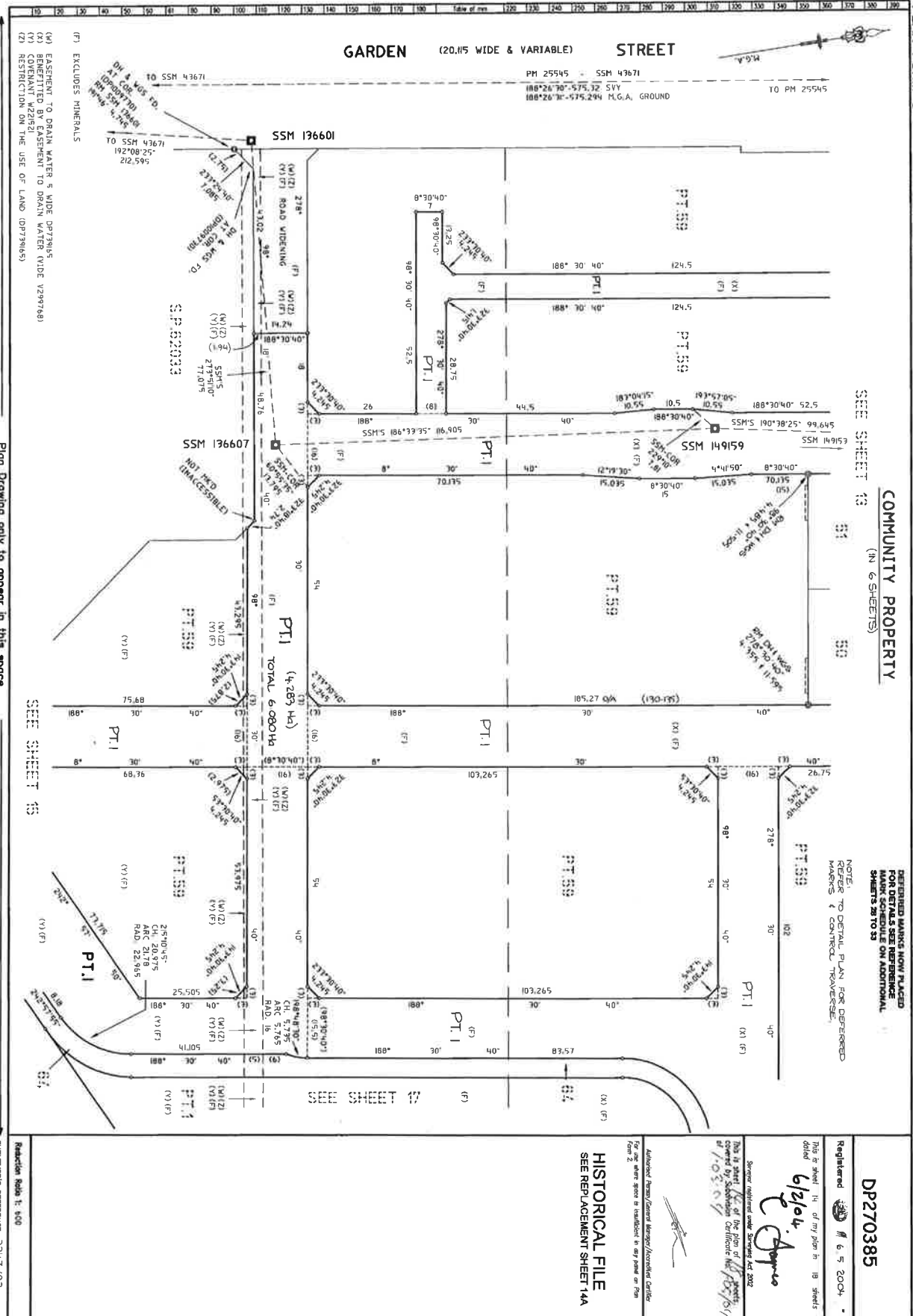
Registered 6/2/04

This is sheet 14 of my plan in 18 sheets
 dated 6/2/04

Source: National Under Survey Act 2002
 This is sheet 14 of the plan of 18 sheets
 covered by Subdivision Certificate No. 105/04

Adopted: Survey General Manager/ Licensed Officer
 For use where spot is indicated in any plan or Plan
 Form 2

HISTORICAL FILE
 SEE REPLACEMENT SHEET 14A



Plan Drawing only to appear in this space

Surveyor's Reference: 3947/02

*OFFICE USE ONLY

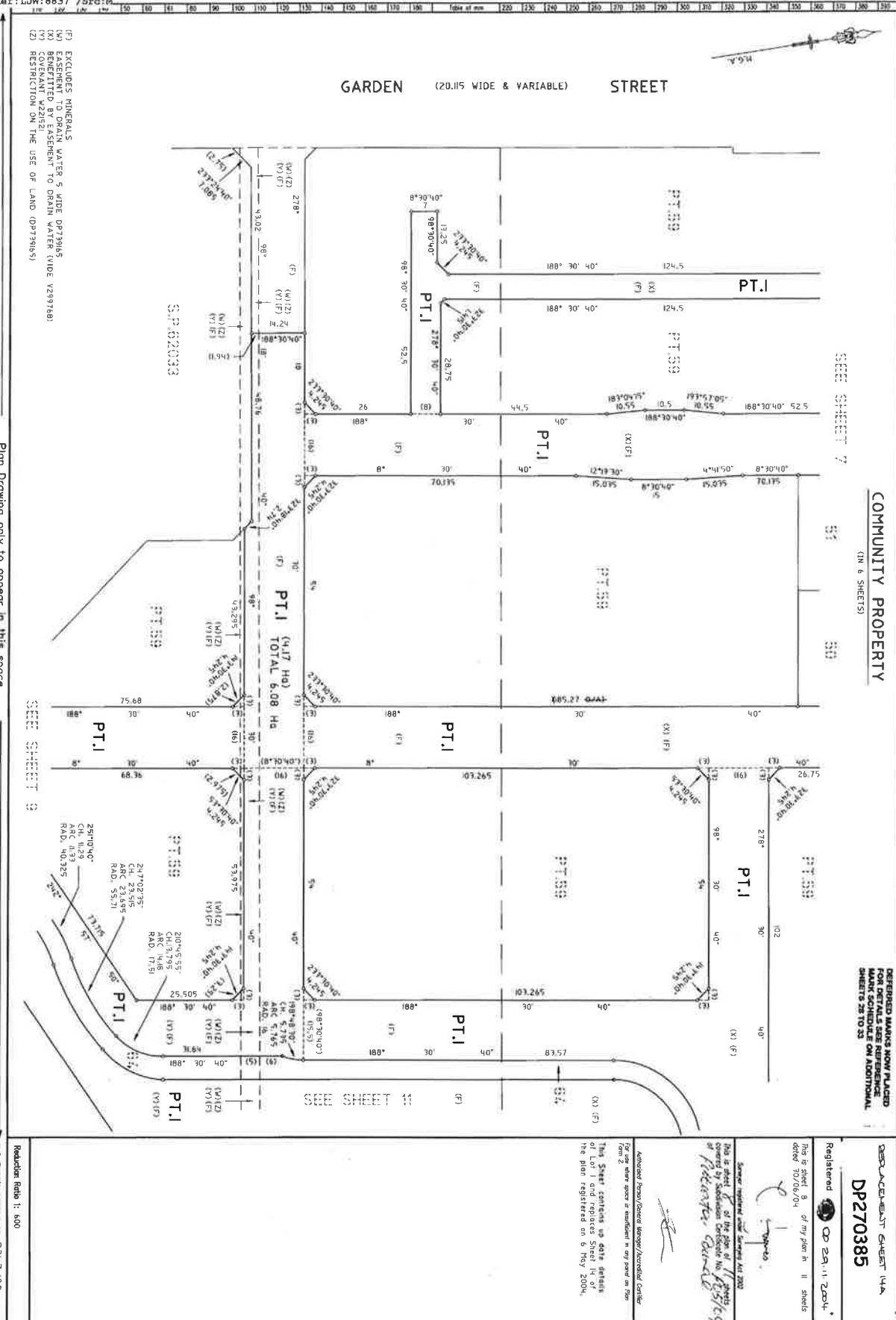
COMMUNITY PROPERTY
 (IN 6 SHEETS)

DEFERRED MARKS NOW PLACED
 FOR DETAILS SEE REFERENCE
 MARK SCHEDULE ON ADDITIONAL
 SHEETS 25 TO 32

- (F) EXCLUDES MINERALS
 (X) EASEMENT TO DRAIN WATER 5 WIDE DP79665
 (V) BENEFITTED BY EASEMENT TO DRAIN WATER (WIDE V299768)
 (N) RESTRICTION ON THE USE OF LAND (DP79665)

Plan Drawing only to appear in this space

Reduction Ratio 1: 600
 SURVEYOR'S REFERENCE: 3947/02



NOTE:
REFER TO DETAIL PLAN FOR
DEFERRED MARKS &
CONTROL TRAVERSE.

(IN 6 SHEETS)

[illegible]

DEFERRED MARKS NOW PLACED
FOR DETAILS SEE REFERENCE
MARK SCHEDULE ON ADDITIONAL
SHEETS 28 TO 33

DP270385

Registered  JUL 6 5 2004

THIS IS SHEET 15 OF MY PLEN IN RI SHEETS
dated 6/2/04

This is street 15 of the plan of 15 streets covered by Subdivision Certificate No. 1-053,04

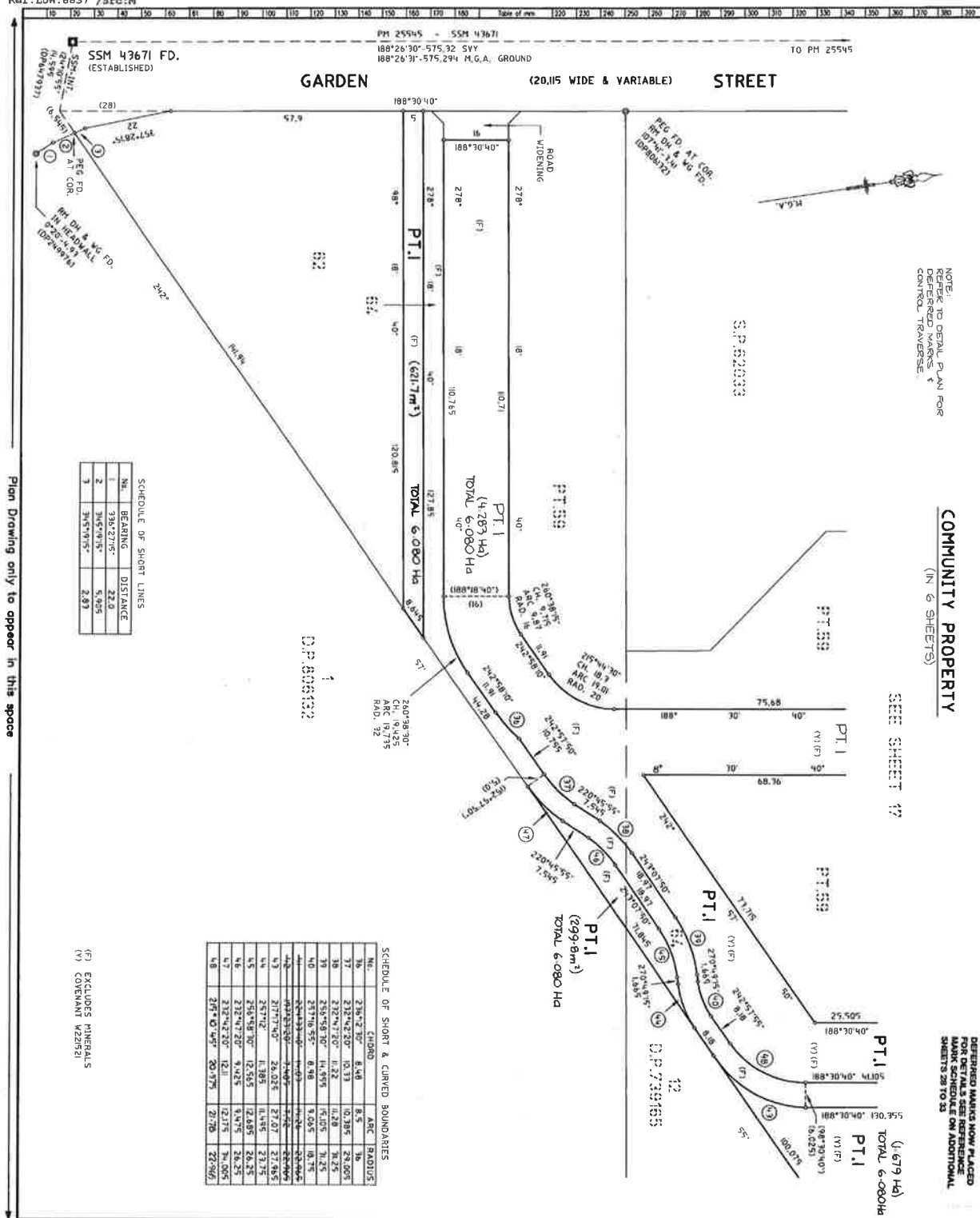
Authorized Person/General Manager/Accounted Certificate
For use where space is transferred in any period on PHS
Form 2.

HISTORICAL FILE
SEE REPLACEMENT SHEET 15A

Plan Drawing only to appear in this space

Reduction Ratio 1: 600

SURVEYOR'S REFERENCE: 3347/02



PLAN FORM 3

To be used in conjunction with Plan Form 2

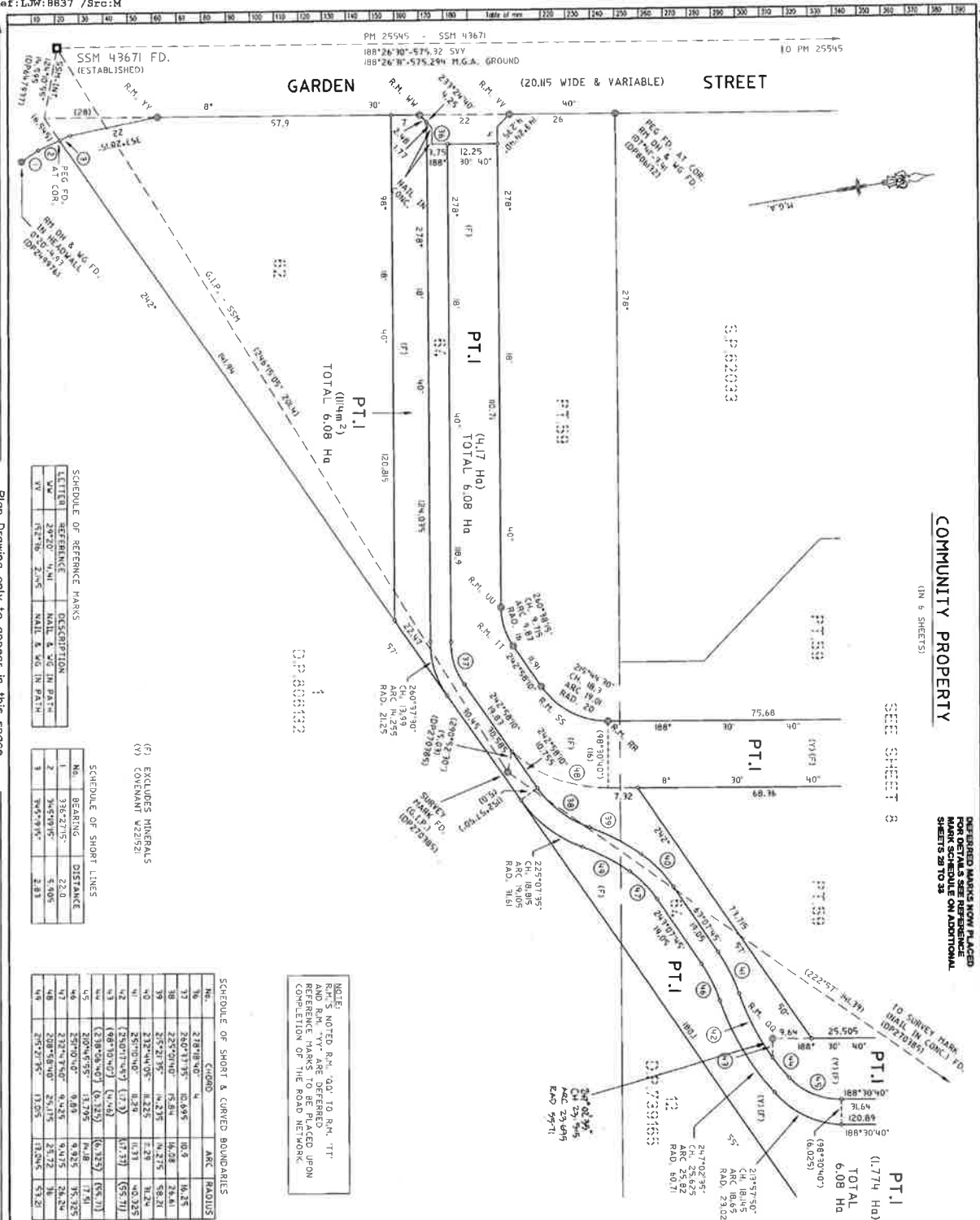
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COMMUNITY PROPERTY

(IN 6 SHEETS)

SEE SHEET 3

DETERMINED MARKS NOW PLACED FOR DETAILS SEE REFERENCE SHEET 28 TO 35 SHEETS 28 TO 35



Plan Drawing only to appear in this space

LETTER	REFERENCE	DESCRIPTION
W	20°20'	NAIL & W.G. IN P.S. 1
V	15°20'	NAIL & W.G. IN P.S. 1

No.	BEARING	DISTANCE
1	316°27'15"	22.0
2	316°27'15"	5.405
3	316°27'15"	2.83

(f) EXCLUDES MINERALS
(v) COVENANT 42/87/2

No.	CHORD	ARC	RADIUS
1	218°18'40"	10.695	16.25
2	218°18'40"	15.84	24.61
3	218°18'40"	16.275	25.21
4	218°18'40"	16.275	25.21
5	218°18'40"	16.275	25.21
6	218°18'40"	16.275	25.21
7	218°18'40"	16.275	25.21
8	218°18'40"	16.275	25.21
9	218°18'40"	16.275	25.21
10	218°18'40"	16.275	25.21

NOTE: 1. NOTED B.M. 100' TO B.M. 11' AND B.M. 11' ARE OFFERED REFERENCE MARKS TO BE PLACED UPON COMPLETION OF THE ROAD NETWORK

Scale: 1:500

Surveyors Reference: 3347/02

REPLACEMENT SHEET 15A
 DP270385

Registered
 29.11.2004

This is sheet 9 of my plan in 11 sheets
 dated 30/05/04

Surveyors Reference: 3347/02

This is sheet 9 of the plan of 11 sheets
 covered by Subdivision Certificate No. 100/04/04

As shown on the plan in my plan on Plan Form 3

This sheet contains up to date details of Lot 1 and replaces Sheet 15 of the plan registered on 6 May 2004

OFFICE USE ONLY

PLAN FORM 3

To be used in conjunction with Plan Form 2

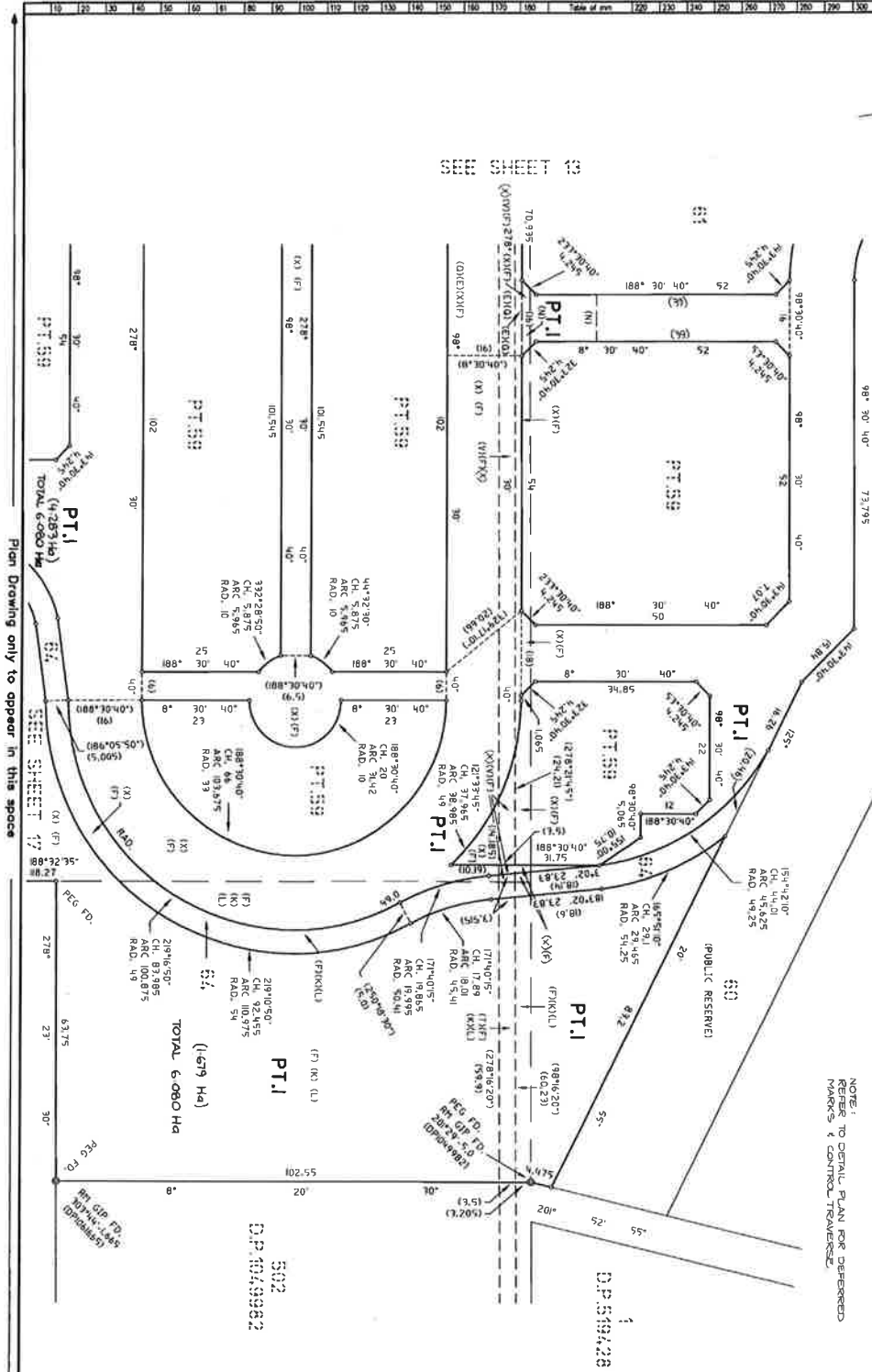
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COMMUNITY PROPERTY
 (N 6 SHEETS)

DESERVED MARKS NOW PLACED
 FOR DETAILS SEE REFERENCE
 MARK SCHEDULE ON ADDITIONAL
 SHEETS 20 TO 23

- (L) BENEFITTED BY RIGHT OF CARRIAGEWAY 8.5' WIDE & VARIABLE (DP1019982)
- (K) COVENANT GRP6
- (F) EXCLUDES MINERALS
- (T) PROPOSED EASEMENT FOR WATERMAIN (7.5' & VARIABLE) (DP932078)
- (V) EASEMENT FOR WATERMAIN 3.5' WIDE & VARIABLE WIDE U03197 (SEE DP63706)
- (X) BENEFITTED BY EASEMENT TO DRAIN WATER (VDE V239768)
- (E) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH
- (H) EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES VARIABLE WIDTH
- (O) RIGHT OF CARRIAGEWAY VARIABLE WIDTH

NOTE:
 REFER TO DETAIL PLAN FOR DESERVED
 MARKS & CONTROL TRAVERSE



DP270385

Registered
 6/20/04
 11/6/2004

This is sheet 16 of my plan in 18 sheets
 dated 6/20/04

Survey approved under Statute Act 2002
 This is sheet 16 of the plan of 18 sheets
 covered by Subdivision Certificate No. 105/04
 of 1/03/04

HISTORICAL FILE
 SEE REPLACEMENT SHEET 16A

Reduction Ratio 1: 600
 SURVEYOR'S REFERENCE: 3347/02

*OFFICE USE ONLY

PLAN FORM 3

To be used in conjunction with Plan Form 2

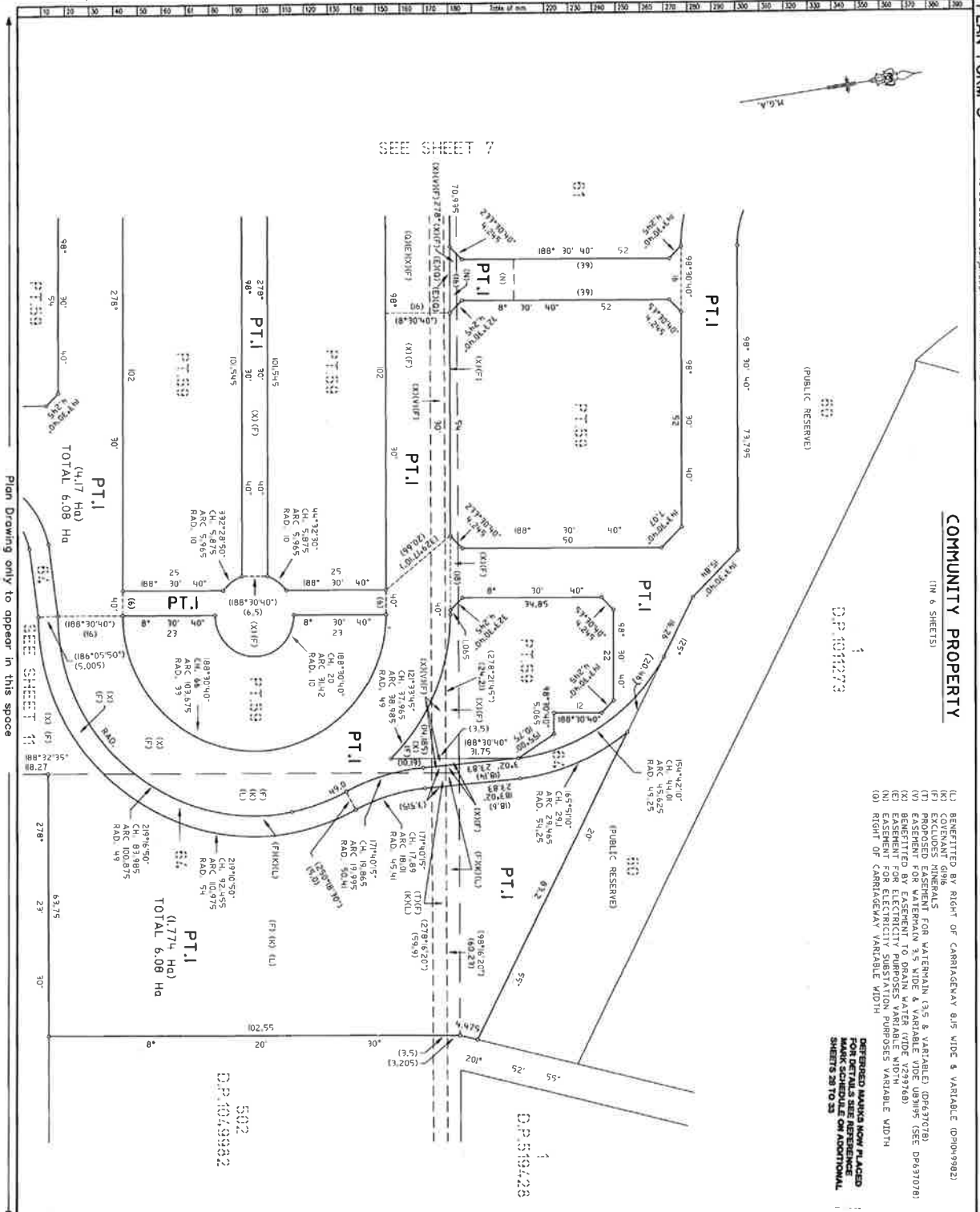
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COMMUNITY PROPERTY

(IN 6 SHEETS)

- (L) BENEFITED BY RIGHT OF CARRIAGEWAY 8/5 WIDE & VARIABLE (DP0149982)
- (F) EXCLUDES MINERALS
- (T) PROPOSED EASEMENT FOR WATERMAIN 13/5 & VARIABLE (DP670718)
- (V) EASEMENT FOR WATERMAIN 3/5 WIDE & VARIABLE VIDE U83195 (SEE DP631078)
- (E) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH
- (N) EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES VARIABLE WIDTH
- (Q) RIGHT OF CARRIAGEWAY VARIABLE WIDTH

DEFERRED MARKS NOW PLACED
 FOR DETAILS SEE REFERENCE
 MARKS ON ADDITIONAL
 SHEETS 28 TO 31



REPLACEMENT EASEMENT (CA)
 DP270385

Registered
 CD 25-11-2004

This is sheet 10 of my plan in 11 sheets
 dated 20/05/04

Survey registered under Survey Act 2002

This is sheet 10 of the plan of 11 sheets
 covering the Subdivision Certificate No. 155/04
 of Pittwater Council

Submitted Pursuant/General Manager/Technical Drawing
 For use where space is insufficient in any point on Plan
 from 2

This Sheet contains up date details
 of Lot 1 and replaces Sheet 16 of
 the plan registered on 6 May 2004

Surveyors Reference: 3347/02

*OFFICE USE ONLY

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COMMUNITY PROPERTY

(IN 6 SHEETS)

SEE SHEET 10

PT.I

(F) (X) (U)

DP 806132

102.55

20'

8

REPLACEMENT SHEET TIA
 DP270385

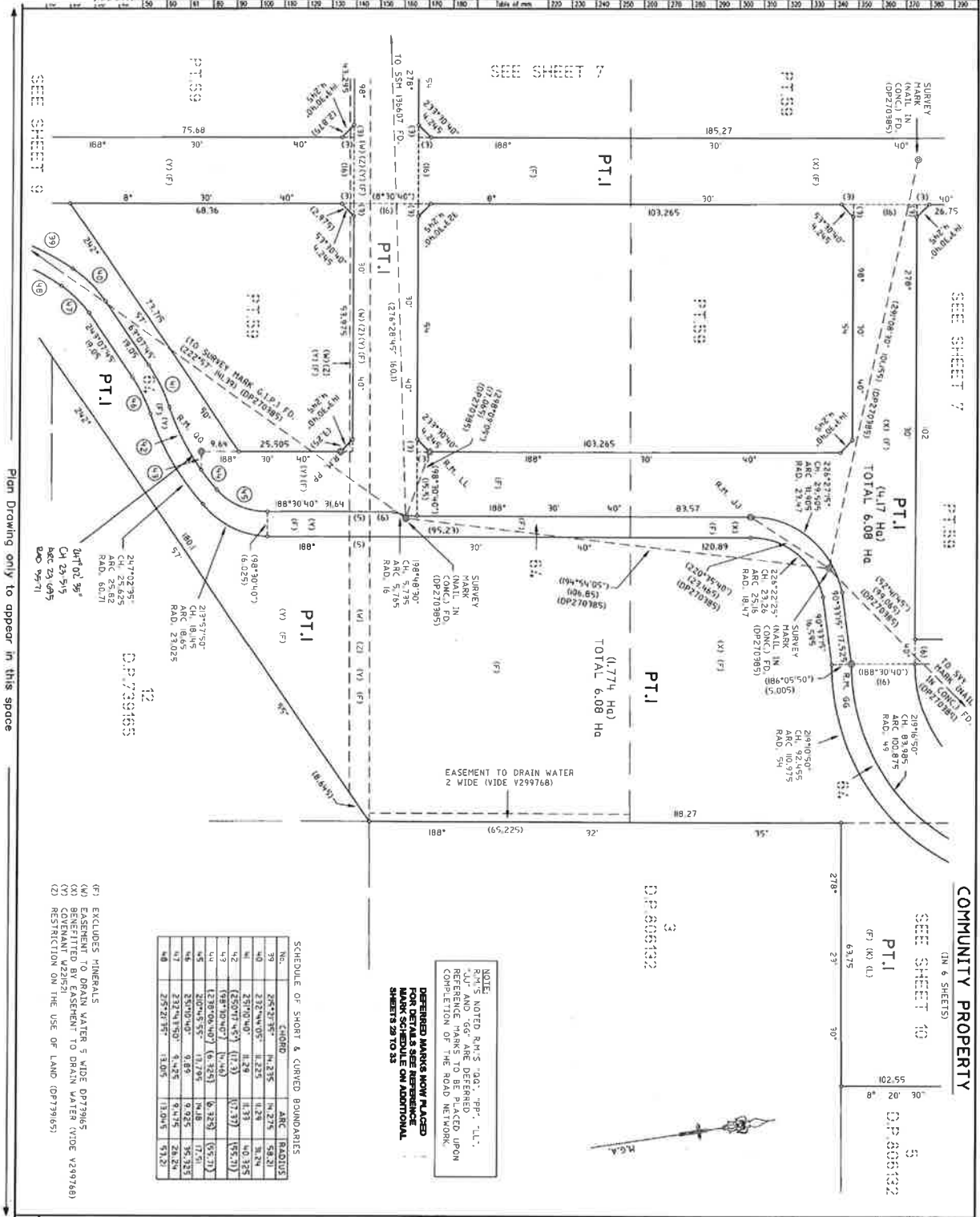
Registered
 DP 291112004

This is sheet 11 of my plan in 11 sheets
 dated 13/06/04

Survey registered under Survey Act 2002
 covered by Subordinate Certificate No. 195164
 of Planning Council

Authorised Person/Agent/Manager/Registered Engineer
 For use as a reference in any plan or map
 Form 2

This sheet contains up date details
 of Lot 1 and replaces Sheet 17 of
 the plan registered on 6 May 2004.



NOTE:
 R.N.S. NOTED R.N.S. "G.S." "P.P." "L.L."
 REFERENCE MARKS TO BE PLACED UPON
 COMPLETION OF THE ROAD NETWORK
 DEFERRED MARKS NOW PLACED
 FOR DETAILS SEE REFERENCE
 SHEETS 29 TO 33
 MARKS TO BE PLACED ON ADDITIONAL
 SHEETS 29 TO 33

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	CHORD	ARC	RADIUS
39	216°27'15" N 2°35'	N 2°35'	58.21
40	212°44'05" E 2°25'	E 2°25'	31.24
41	211°04'07" N 2°49'	N 2°49'	40.325
42	(250°11'45" (17.3))	(17.3)	(55.71)
43	(198°10'40" (14.4))	(14.4)	(67.82)
44	(121°08'40" (6.323))	(6.323)	(55.71)
45	(121°08'40" (6.323))	(6.323)	(55.71)
46	340°04'55" E 4°45'	E 4°45'	9.025
47	232°41'50" E 4°45'	E 4°45'	24.24
48	255°21'15" E 4°45'	E 4°45'	13.045
			59.32

- (F) EXCLUDES MINERALS
- (U) UNDEVELOPED DRAIN WATER 5 WIDE DP79965
- (X) BENEFITED DRAINAGE EASEMENT TO DRAIN WATER (VIDE V299768)
- (Y) COVENANT W22951
- (Z) RESTRICTION ON THE USE OF LAND (DP79965)

Reduction Ratio 1: 500
 SURVEYOR'S REFERENCE: 3947/02

*OFFICE USE ONLY

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

INITIAL SCHEDULE


HISTORICAL FILE
 SEE REPLACEMENT SHEET 18A

DP270385

Registered  6/5/2004

This is sheet 18 of my plan in 18 sheets dated 6/2/04

This is sheet 18 of the plan of 18 sheets, prepared by the Engineer, dated 6/2/04, of 18 sheets.

Approved: 
 For use where shown to be substituted in any point on this form 2.

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE DEVELOPMENT OF THE SCHEME. THE UNIT ENTITLEMENT WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME. SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED AS REPLACEMENT SHEET 18A. THE UNIT ENTITLEMENT AS THE CIRCUMSTANCES REQUIRE.

SCHEDULE UNIT OF ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY RESERVE		14	4/5	
2	6/50		15	3/5	
3	3/80		16	4/5	
4	3/80		17	4/5	
5	3/80		18	4/5	
6	3/80		19	4/5	
7	5/20		20	4/5	
8	5/20		21	4/5	
9	5/20		22	4/5	
10	5/20		23	4/5	
11	5/20		24	4/5	
12	5/20		25	4/5	
13	5/20		26	4/5	
14	5/20		27	4/5	
15	5/20		28	4/5	
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17	5/20		30	4/5	
18	5/20		31	4/5	
19	5/20		32	4/5	
20	5/20		33	4/5	
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23	5/20		36	4/5	
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244	5/20		257	4/5	
245	5/20		258	4/5	
246	5/20		259	4/5	
247	5/20		260	4/5	
248</					

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

INITIAL SCHEDULE

HISTORICAL FILE
 SEE REPLACEMENT SHEET 188

SCHEDULE UNIT OF ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		76	4/5	
2	650		77	4/5	
3	380		78	4/5	
4	380		79	4/5	
5	380		80	4/5	
6	380		81	4/5	
7	520		82	4/5	
8	520		83	4/5	
9	520		84	4/5	
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PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

INITIAL SCHEDULE REPLACEMENT SHEET 16B

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		63	460		132	185	
2	650		70	410		133	185	
3	180		71	510		134	185	
4	180		72	510		135	185	
5	180		73	510		136	185	
6	180		74	510		137	185	
7	420		75	510		138	185	
8	510		76	510		139	185	
9	510		77	510		140	185	
10	510		78	510		141	185	
11	510		79	510		142	185	
12	510		80	510		143	185	
13	510		81	510		144	185	
14	510		82	510		145	185	
15	510		83	510		146	185	
16	510		84	510		147	185	
17	510		85	510		148	185	
18	510		86	510		149	185	
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21	510		89	510		152	185	
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177	510		245	510		308	185	
178	510		246	510		309	185	
179	510		247	510		310	185	
180	510		248	510		311	185	
181	510		249	510		312	185	
182	510		250	510		313	185	
183	510		251	510		314	185	
184	510		252	510		315	185	</

DETAIL PLAN

(IN 5 SHEETS)

NOTE:
R.M.'S NOTED R.M. 'AA' TO R.M. 'UU'.
R.M. 'XX' TO R.M. 'YY' ARE DEFERRED
REFERENCE MARKS TO BE PLACED UP
(COMPLETION OF THE ROAD NETWORK).


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ADDITIONAL SHEET 20
NP270385

DP270385

Registered  CP 29-11-7001

This is sheet 2 of my plan in 11 sheets
dated 30/06/04

Answer continued under Question Act 20

This is steel 1 of the plate 11 sheets covered by submission certificate No. 1-25/0 of Redevelopment of Warsaw

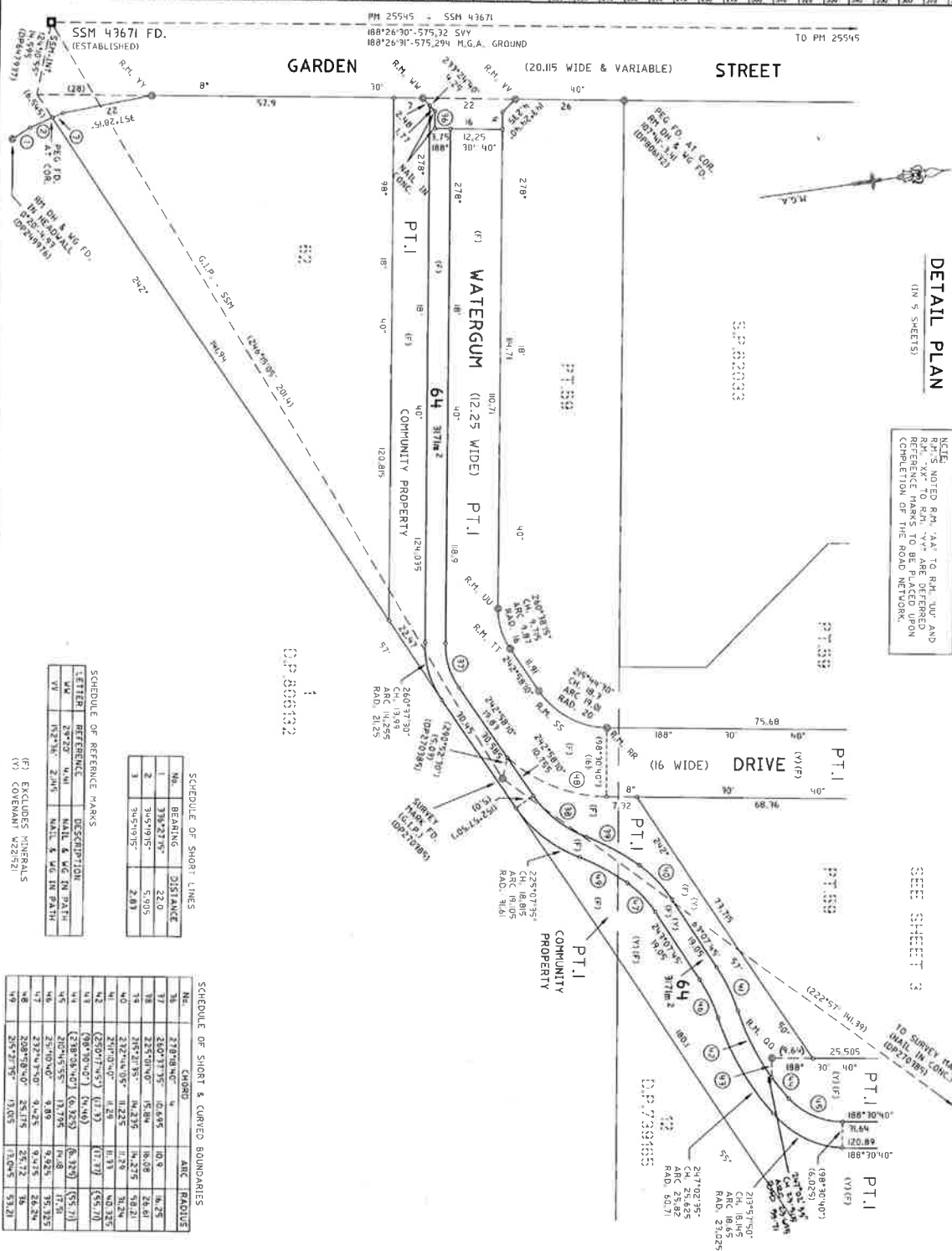
For use where space is insufficient in any panel on Page
Form 2

STEEVEN JAMES MULLIGAN
JAMES MULLIGAN LIMITED

This is sheet 20 of DP No. 270385 and it replaces sheet 9 as regards to Lots K & 64 and is an additional sheet.

Reduction Ratio 1: 600

SURVEYOR'S REFERENCE: 3347/02



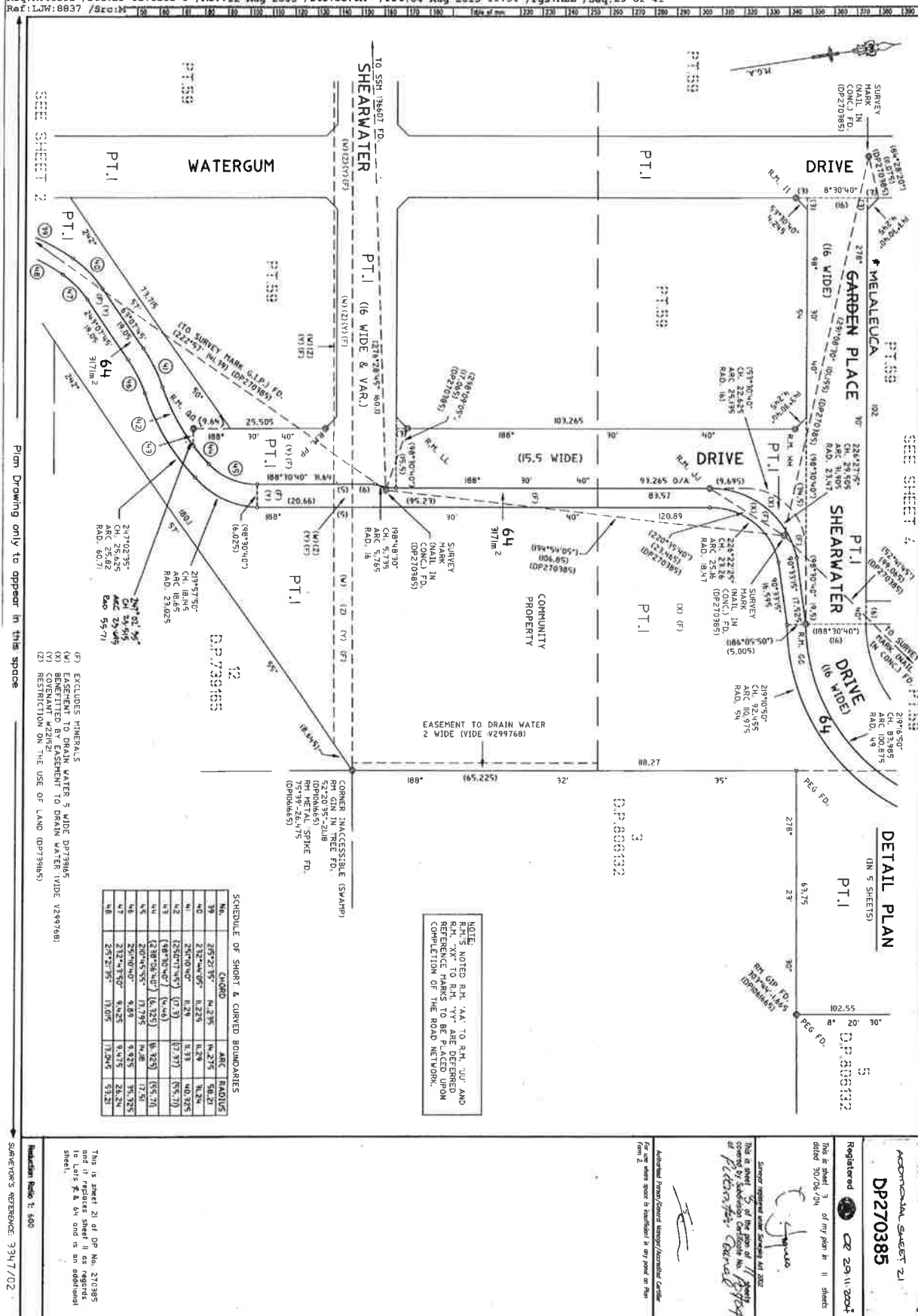
SCHEDULE OF SHORT LINES		
NO.	BEARING	DISTANCE
1	338°21'5"	22.0
2	345°19'15"	5.905
3	345°19'15"	2.01

LETTER	REFERENCE	DESCRIPTION
W	29.20 UH	NAIL & WG IN PATH
VV	19.23E 2INS	NAIL & WG IN PATH

Nr.	CHORO	ARC	PROJOS
36	23.818 x 15.6	10.8	16.25
37	26.017 x 15.5	10.9	16.25
38	22.574 x 15.0	10.0	16.61
39	21.622 x 15.5	11.235	16.25
40	21.215 x 15.0	11.225	16.25
41	20.710 x 14.7	11.33	16.35
42	20.205 x 14.7	11.33	16.35
43	19.700 x 14.7	11.33	16.35
44	19.195 x 14.7	11.33	16.35
45	18.690 x 14.7	11.33	16.35
46	18.185 x 14.7	11.33	16.35
47	17.680 x 14.7	11.33	16.35
48	17.175 x 14.7	11.33	16.35
49	16.670 x 14.7	11.33	16.35
50	16.165 x 14.7	11.33	16.35
51	15.660 x 14.7	11.33	16.35
52	15.155 x 14.7	11.33	16.35
53	14.650 x 14.7	11.33	16.35
54	14.145 x 14.7	11.33	16.35
55	13.640 x 14.7	11.33	16.35
56	13.135 x 14.7	11.33	16.35
57	12.630 x 14.7	11.33	16.35
58	12.125 x 14.7	11.33	16.35
59	11.620 x 14.7	11.33	16.35
60	11.115 x 14.7	11.33	16.35
61	10.610 x 14.7	11.33	16.35
62	10.105 x 14.7	11.33	16.35
63	9.600 x 14.7	11.33	16.35
64	9.095 x 14.7	11.33	16.35
65	8.590 x 14.7	11.33	16.35
66	8.085 x 14.7	11.33	16.35
67	7.580 x 14.7	11.33	16.35
68	7.075 x 14.7	11.33	16.35
69	6.570 x 14.7	11.33	16.35
70	6.065 x 14.7	11.33	16.35
71	5.560 x 14.7	11.33	16.35
72	5.055 x 14.7	11.33	16.35
73	4.550 x 14.7	11.33	16.35
74	4.045 x 14.7	11.33	16.35
75	3.540 x 14.7	11.33	16.35
76	3.035 x 14.7	11.33	16.35
77	2.530 x 14.7	11.33	16.35
78	2.025 x 14.7	11.33	16.35
79	1.520 x 14.7	11.33	16.35
80	1.015 x 14.7	11.33	16.35
81	0.510 x 14.7	11.33	16.35
82	0.005 x 14.7	11.33	16.35
83	0.000 x 14.7	11.33	16.35
84	0.000 x 14.7	11.33	16.35
85	0.000 x 14.7	11.33	16.35
86	0.000 x 14.7	11.33	16.35
87	0.000 x 14.7	11.33	16.35
88	0.000 x 14.7	11.33	16.35
89	0.000 x 14.7	11.33	16.35
90	0.000 x 14.7	11.33	16.35
91	0.000 x 14.7	11.33	16.35
92	0.000 x 14.7	11.33	16.35
93	0.000 x 14.7	11.33	16.35
94	0.000 x 14.7	11.33	16.35
95	0.000 x 14.7	11.33	16.35
96	0.000 x 14.7	11.33	16.35
97	0.000 x 14.7	11.33	16.35
98	0.000 x 14.7	11.33	16.35
99	0.000 x 14.7	11.33	16.35
100	0.000 x 14.7	11.33	16.35

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Production Ratio 1: 500

SURVEYOR'S REFERENCE: 3347/02

This is sheet 21 of DP No. 270385 and it replaces sheet 11 as regards to Lots 2 & 64 and is an additional sheet.

* STREET NAME AMENDED IN L.P.I. AT SURVEYOR'S REQUEST YIDE 2005/787 10-6-2005

*OFFICE USE ONLY

PLAN FORM 3

To be used in conjunction with Plan Form 2

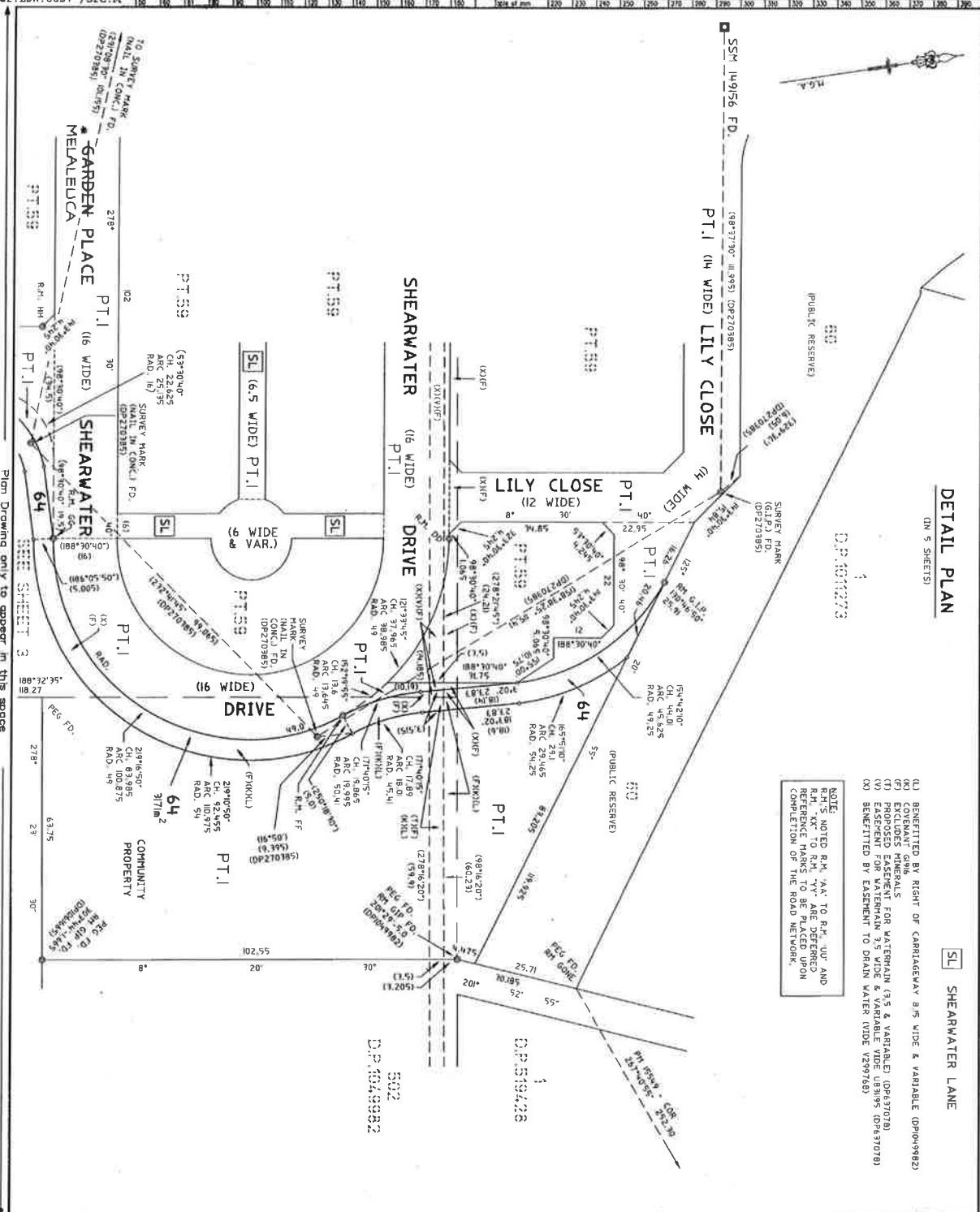
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN
(IN 5 SHEETS)

SHEARWATER LANE

- (L) BENEFITTED BY RIGHT OF CARRIAGEWAY 8.5' WIDE & VARIABLE (DP049982)
- (K) COVENANT GROUND
- (M) PROPOSED EASEMENT FOR WATERMAIN (3.5' & VARIABLE) (DP637078)
- (N) PROPOSED EASEMENT FOR WATERMAIN 7.5' WIDE & VARIABLE (DP637078)
- (O) EASEMENT FOR WATERMAIN 7.5' WIDE & VARIABLE (DP637078)
- (P) BENEFITTED BY EASEMENT TO DRAIN WATER (VDE 1297168)

NOTE:
 R.H.S. NOTED R.H. "A" TO R.H. "U" AND
 R.H. "X" TO R.H. "Y" ARE DEFERRED
 REFERENCE MARKS TO BE PLACED UPON
 COMPLETION OF THE ROAD NETWORK.



ADDITIONAL SHEET 22 DP270385	This is sheet 22 of the plan of 22 sheets. It is to be used in conjunction with Plan Form 2. Signature: <i>[Signature]</i> Date: 12/08/04
Registered DP 29-11-2004 This is sheet 22 of my plan in 11 sheets dated 30/08/04	This is sheet 22 of the plan of 22 sheets. It is to be used in conjunction with Plan Form 2. Signature: <i>[Signature]</i> Date: 12/08/04

Surveyor's reference: 3347/02

DETAIL PLAN

(IN 5 SHEETS)

LETTER	REFERENCE	DESCRIPTION
A	180° TO 40°	RH OH & WG IN KERO FO. 00270385
B	60-53°	3.54 RH OH & WG IN PATH

SCHEDULE OF REFERENCE MARKS

SSM CONNECTION TABLE	
PH 25545 - SSM 41671	180°26'30"-575.32 SVY 188°26'31"-575.294 H.G.A. GROUND

55M CONNECTION TABLE

No.	CHORD	ARC	RADIUS
I	102.24.15	11.5	
II	110.46.15	0.23	
12	175.28.15	9.76	
13	119.14.10	2.65	
14	119.14.10	0.9	
15	107.60.55	4.435	
16	105.37.05	2.545	
17	285.37.05	10.595	
18	218.40.15	13.035	
19	187.50.55	1.075	
20	177.10.55	20.895	22.95
21		21.66	

SCHEDULE OF SHORT BOUNDARIES

This is sheet 23 of DP No. 270385 and it replaces sheet 3 as regards to Lot 63 & Part Lot 1 and is on additional sheet.

Production Ratio 1: 600

SURVEYOR'S REFERENCE: 3347/02

ADDITIONAL SHEET 23

DP270385

Registered CD 29-11-2004

This is sheet 5 of my plan in 11 sheets dated

—

This is sheet 5 of the plan of 11 sheets covered by Southampton Certificate No. 125/C9 of *Phidippus Opifera*

Authorized Person/General Manager/Notarized Officer

For use where space is insufficient in any pond on Non Farm 2

*OFFICE USE ONLY

(IN 4 SHEETS)

□

Authorized Officer



CLARENDON RESIDENTIAL COMMUNITIES PTY LIMITED

Director

Printed at Sydney this 24th day of October 1909
 Entered by Australia and New Zealand Banking Group
 Limited (GACN 200) under No. 5571 of 1909
 Accepted by the AGPS as
 the official gazette of the
 Government of New South Wales
 SPECIAL NOTICE
 The Publicity & Construction
 Department is now registered
 under the name of
James Clarke

James French
(Print Name)
Manager
(Title)

Crown Lands Office Approval

Paper No. _____
 Field Book _____ pages _____

Division (Bringing Down)

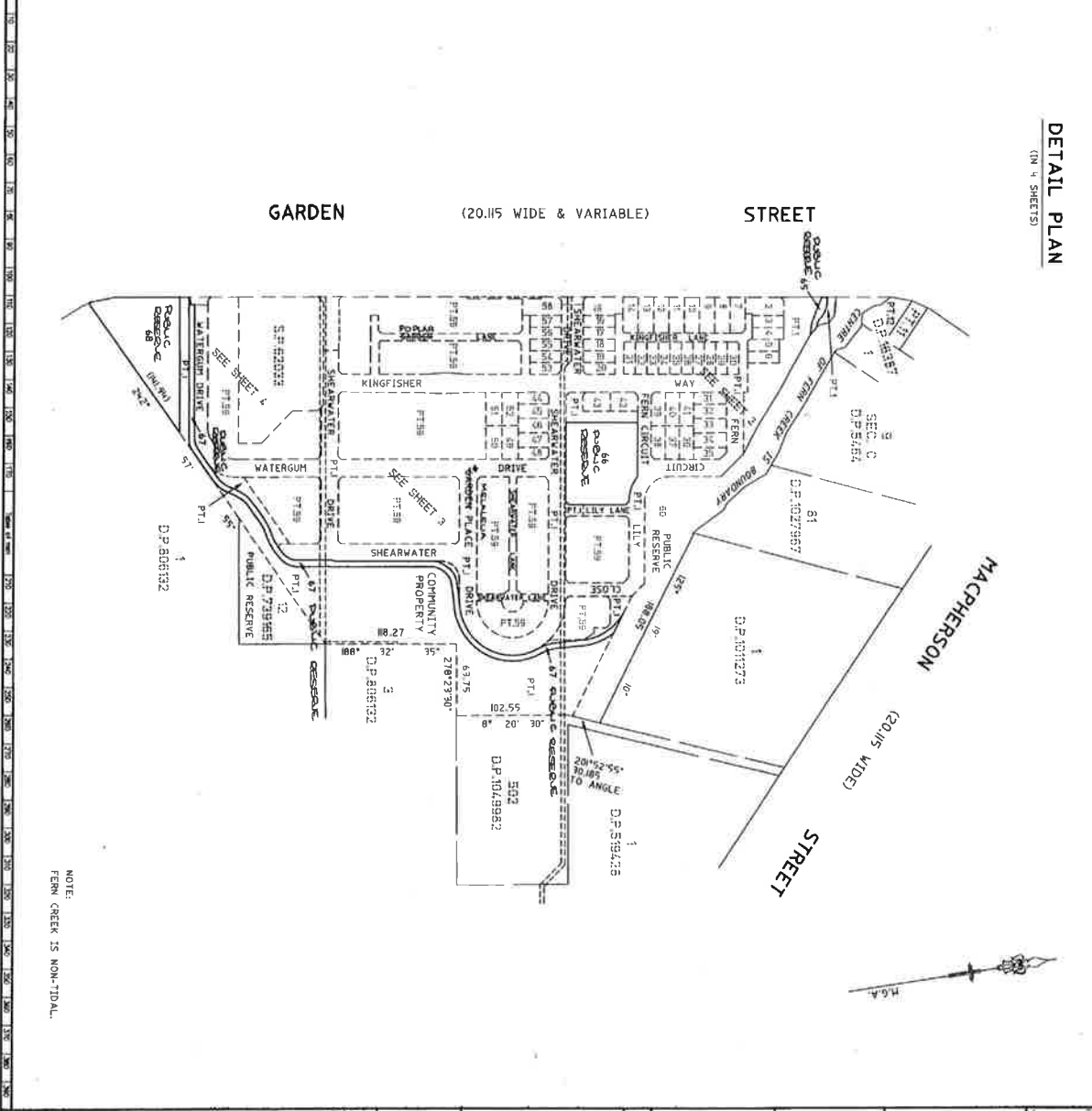
* Attorney / Tax / Financial Advisor / Certified Public Accountant

Leticia F. Conner

(3) Indicator no. _____
 License Certificate no. P05/C4
 No. 70787

When the plan is to be kept electronically in the new Title Office, should include a signature in an electronic or digital format approved by the Register-General.

SURVEYOR'S REFERENCE: 3347/02 P.R.



NOTE:
FERN CREEK IS NON-TIDAL.

DP270385

Registered  QD 29.11-2004
Title System: T00205

Purpose: Subdivision
Ref. Map: U1867-64
U2767-43

Last Plcn: 210500

Lengths are in metres. Reduction Ratio 1: 2500

Suburb/Locality: WARRIEWOOD

Parish: NARRABEEN
County: CUMBERLAND

(Delete if inapplicable)

Surveys (Practice) Regulation 2001

CRAIG ARTHUR JACQUES

The survey results (p. 1015, 95-98, AND 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 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,

Name _____
 Address _____
 City _____
 State _____
 Zip _____
 Phone _____
 E-mail _____
 Date _____

[illegible]

IT IS INTENDED TO CREATE LOTS 65
66, 67 & 68 AS PUBLIC RESERVE

and it replaces sheet 2 as regards to Lots 61, 62, 463 & 64 and is an additional sheet.

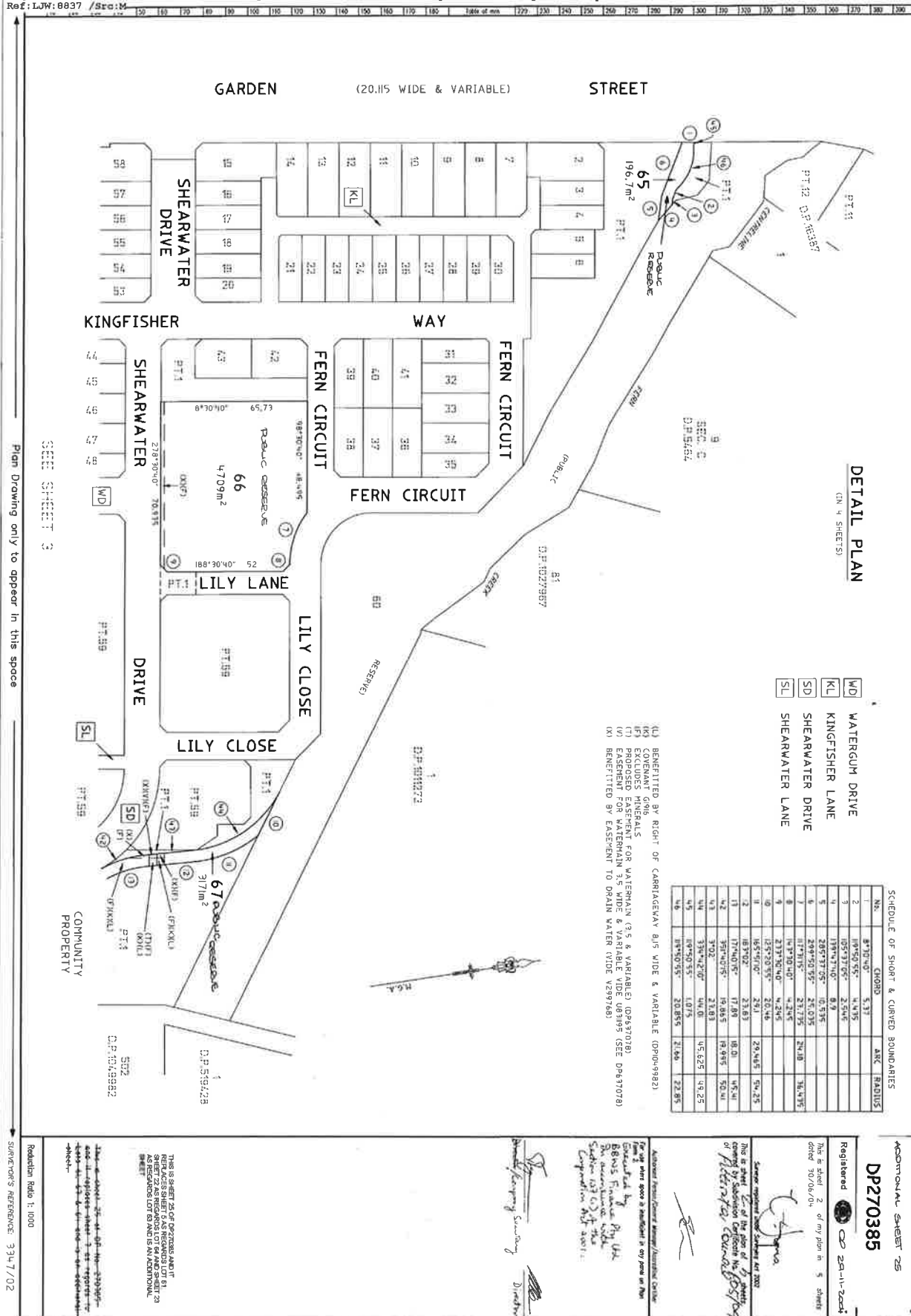
DETAIL PLAN

(IN 4 SHEETS)

WD	WATERGUM DRIVE
KL	KINGFISHER LANE
SD	SHEARWATER DRIVE
SL	SHEARWATER LANE

№s.	COORD	ARC	RADIUS
1	8°10'-0"	5.33	
2	10°50'-55"	4.33	
3	10°57'-55"	2.56	
4	11°47'-10"	0.9	
5	20°57'-55"	15.93	
6	20°50'-55"	21.03	
7	11°18'-15"	21.95	20.10
8	11°10'-10"	24.95	14.95
9	12°10'-55"	26.46	
10	12°57'-55"	26.46	29.95
11	12°57'-55"	26.46	50.25
12	12°57'-55"	26.46	18.0
13	17°40'-0"	17.88	45.4
14	35°10'-0"	19.85	50.4
15	37°02'-0"	21.83	
16	33°42'-0"	44.0	45.625
17	40°40'-55"	1.05	49.25
18	40°40'-55"	20.85	22.85

- (K) BENEFITTED BY RIGHT OF CARRIAGEWAY 815 WIDE & VARIABLE (DP049982)
- (L) COVENANT G196
- (M) EXCLUDES MINERALS
- (N) PROPOSED EASEMENT FOR WATERMAIN (3.5 & VARIABLE) (DP637078)
- (O) EASEMENT FOR WATERMAIN 3.5 WIDE & VARIABLE VIDE U081395 (SEE DP637078)
- (X) BENEFITTED BY EASEMENT TO DRAIN WATER (VIDE V299768)



ADDITIONAL SHEET 28

DP270385

Registered  29-11-2004

dated 30/06/04

Surveyor registered under Subchapter Act 2002

Medical Research Service, Memphis/Jacksonville Center
For use when space is insufficient in any page in this
form 2

Entered by
88025 Finance Prg. Use
in accordance with
Section 137 (c) of the
Compendium that apply.

Dan
Donald Karpov Savitsky

[Signature]
Director

THIS IS SHEET 25 OF D9270285 AND IT REPLACES SHEET 5 AS REGARDS LOT 61. SHEET 22 AS REGARDS LOT 64 AND SHEET 23 AS REGARDS LOT 63 AND IS AN ADDITIONAL SHEET.

Take a sheet 25 ft. at 100 250 205-
and 11. replace sheet 7 at 100 205-
445 41 5 6 41 100 205-445
sheet-

Reduction Ratio : 1000

SURVEYOR'S REFERENCE: 3347/02

OFFICE USE ONLY

PLAN FORM 3

To be used in conjunction with Plan Form 2

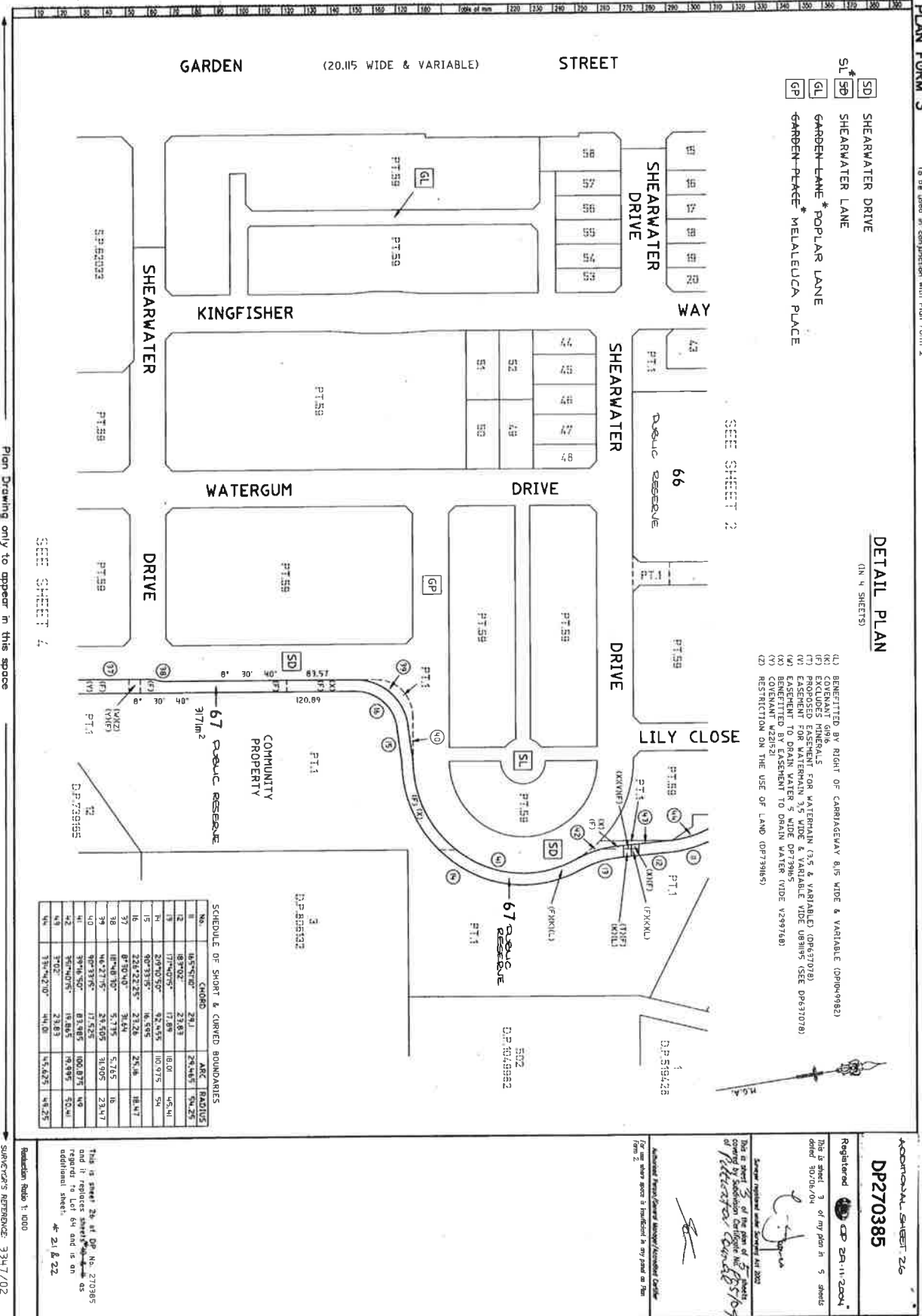
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN
(IN 4 SHEETS)

- ☐ SD SHEARWATER DRIVE
☒ SL*50 SHEARWATER LANE
☐ GL GARDEN-LANE* POPLAR LANE
☐ GP GARDEN-PEACE* MELALEUCA PLACE

SEE SHEET 2

- (1) BENEFITTED BY RIGHT OF CARRIAGEWAY 8.5 WIDE & VARIABLE (DP049982)
 (2) COVENANT 696
 (3) EXCLUDES FURNISHINGS FOR WATERMAIN (3.5 & VARIABLE) (DP637078)
 (4) EXCLUDES FURNISHINGS FOR WATERMAIN 3.5 WIDE & VARIABLE (DP637078)
 (5) EASEMENT FOR WATERMAIN 3.5 WIDE & VARIABLE (DP637078)
 (6) EASEMENT TO DRAIN WATER 3 WIDE (DP73985)
 (7) BENEFITTED BY EASEMENT TO DRAIN WATER (VIDE V299768)
 (8) COVENANT 2208
 (9) RESTRICTION ON THE USE OF LAND (DP73985)



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	CHORD	ARC	RADIUS
1	165.4700"	29.1	54.25
2	187.02"	23.83	54.41
3	171.4075"	17.89	18.0
4	204.050"	42.455	110.975
5	400.9355"	16.595	54
6	224.2225"	23.26	25.16
7	187.040"	31.44	18.47
8	187.040"	31.44	57.65
9	187.040"	31.44	18
10	187.040"	31.44	23.17
11	187.040"	31.44	31.905
12	187.040"	31.44	100.875
13	187.040"	31.44	16.495
14	187.040"	31.44	50.41
15	187.040"	31.44	16.495
16	187.040"	31.44	50.41
17	187.040"	31.44	16.495
18	187.040"	31.44	50.41
19	187.040"	31.44	16.495
20	187.040"	31.44	50.41

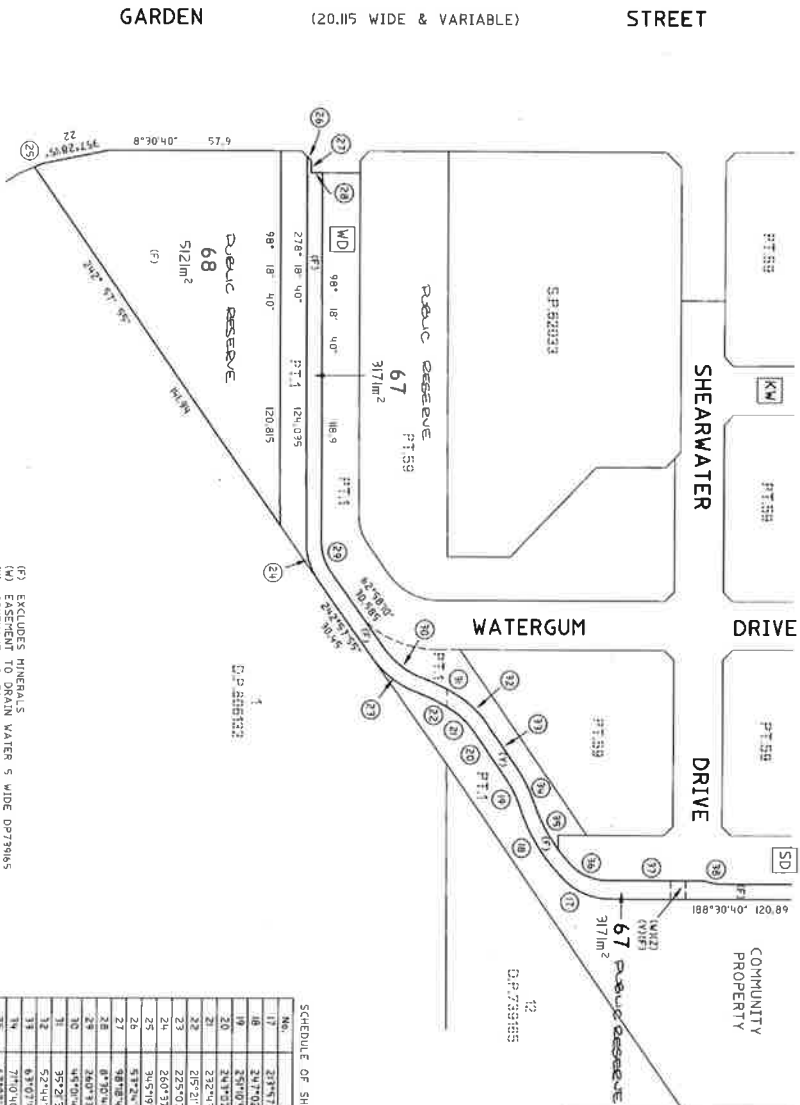
ADDITIONAL SHEET 26
 DP270385
 Registered DP 270385
 This is sheet 3 of my plan in 5 sheets dated 30/05/04
 Survey completed under Survey Act 2002
 This is sheet 3 of the plan of 25 sheets completed by the Surveyor on 30/05/04
 Registered Surveyor
 L. J. W. 8837
 Reduction Ratio 1:1000
 SURVEYOR'S REFERENCE: 3347/02
 * STREET NAMES AMENDED IN L.P.I. AT SURVEYOR'S REQUEST VIDE 2005/987
 14-4-2005
 * OFFICE USE ONLY

DETAIL PLAN
(IN 4 SHEETS)

(IN 4 SHEETS)

KW KINGFISHER WAY
SD SHEARWATER DRIVE

SEED SHEET 3



- (P) EXCLUDES MINERALS
- (W) EASEMENT TO DRAIN WATER 5 WIDE DP77965
- (Y) COVENANT W22921
- (Z) RESTRICTION ON THE USE OF LAND DP77965

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	CHORD	ARC	RADIUS
17	234°17'40" 18.845	18.85	23.025
18	241°02'35" 25.625	25.62	60.71
19	251°02'45" 9.84	9.825	35.325
20	241°02'45" 19.05	19.05	9.475
21	232°43'40" 9.425	9.425	26.24
22	215°21'35" 13.05	13.05	53.21
23	223°03'35" 18.815	18.815	31.61
24	200°33'40" 13.939	13.939	44.295
25	207°18'20" 2.83	2.83	2.25
26	212°18'20" 1.71	1.71	
27	240°10'40" 1.71	1.71	
28	240°10'40" 1.71	1.71	16.25
29	240°10'40" 1.71	1.71	16.25
30	240°10'40" 1.71	1.71	16.25
31	35°23'35" 14.235	14.235	56.21
32	52°44'05" 11.225	11.225	31.24
33	61°03'45" 11.05	11.05	40.325
34	71°04'00" 11.23	11.23	40.325
35	61°03'45" 11.05	11.05	40.325
36	30°45'55" 13.795	13.795	17.51
37	61°04'00" 11.23	11.23	40.325
38	18°48'10" 5.735	5.735	16

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 3947/02

ADDITIONAL SHEET 27
DP270385

Registered CO 29/11/2004

This is sheet 27 of my plan in 5 sheets dated 30/06/04

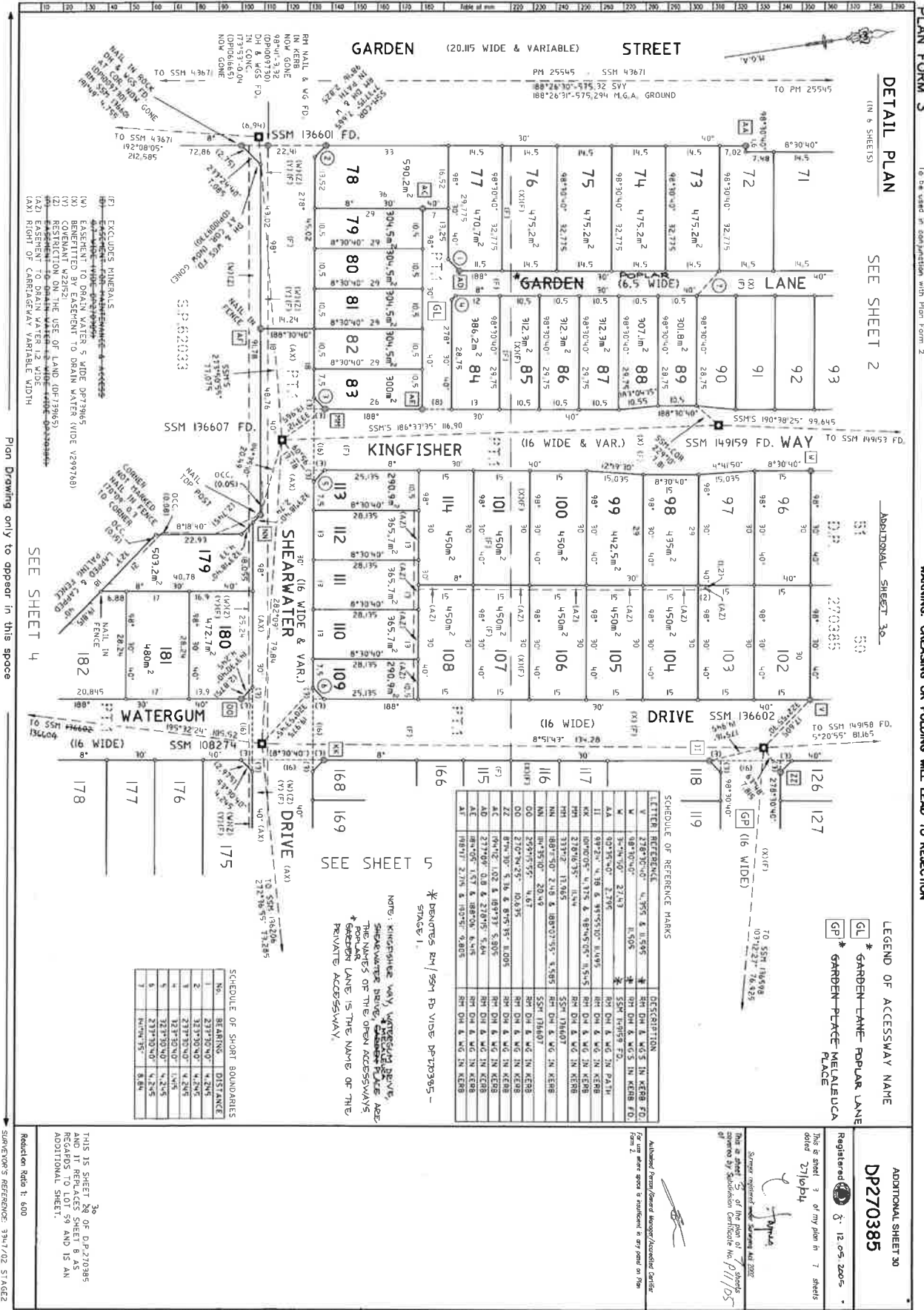
Surveyor's Name: [Signature]

This is a copy of the plan of the land of [Name] of [Address] of [City] of [State] of [Country] of [Date]

Authorised Person/General Manager/Registered Officer
For use where shown is restricted to my plan in Form 2

THIS IS SHEET 27 OF 27 SHEETS AND IT REPLACES SHEET 3 AND RECOMMENDS AND ADJUSTS THE SURVEY

*OFFICE USE ONLY





To be used in conjunction with Plan Form 2

(IN 6 SHEETS)

CDR NOT MARKED
(INACCESSIBLE)

517 LANE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

(1)	BENEFITING BY RIGHT OF CARRIAGEWAY 8.05' WIDE & VARIABLE (CD00499922)
(2)	CONCRETE DRIVE
(3)	CONCRETE DRIVE
(4)	PROPOSED EASEMENT FOR WATERMAIN (3.5 & VARIABLE) (DP431001)
(5)	EASEMENT FOR WATERMAIN 3.5' WIDE & VARIABLE WIDE UTILITIES (SEE DP431)
(6)	EASEMENT FOR EASEMENT TO DRAIN WATER (VARIABLE WIDE) (292916)
(7)	EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDE (VARIABLE WIDE) (DP270385)
(8)	EASEMENT FOR ELECTRICITY DISTRIBUTION PURPOSES VARIABLE WIDE (VARIABLE WIDE) (DP270385) (Doc.1)
(9)	RIGHT OF CARRIAGEWAY VARIABLE WIDE (VARIABLE WIDE) (DP270385)
(10)	EASEMENT TO DRAIN WATER 12' WIDE
(11)	Right of Carriageway 5' wide sidewalk

[illegible]


NOTE: SHELFWATER DRIVE, LUY CLOSE, SAGEBENT PLACE AND LANE ARE THE NAMES OF THE OPEN ACCESSWAYS.
SHELFWATER LANE IS THE NAME OF THE PRIVATE ACCESSWAY.

SCHEDULE OF SHORT & CURVED BOUNDARIES			
NBL	BEARING	DISTANCE	ARC RADIUS
1	32°30'40"	4.245	
2	53°30'40"	4.745	

THIS IS SHEET ²²/₂₃ OF 08-210385
AND IT REPLACES SHEET 0 AS
REGARDS TO LOT 59 AND 15 AN
ADDITIONAL SHEET.

SURVEYOR'S REFERENCE: 3347/02 STAGE2

DP270385

Registered  12.05.2005

This is sheet 6 of my plan in 7 sheets
dated 27/10/04

Script required under Section 421 2002

Form 2.

PLAN AMENDED BY C.A. JAVES 5 MAY 2005 f. *Ames* * STREET NAME AMENDED IN L.P.M. SURVEYOR'S REQUEST VIDE 2005/987 14-6-05 OFFICE USE ONLY

DP270385

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

As a result of a Community Plan of Subdivision which also contained a Section 88B Instrument this instrument now comprises separate documents registered on different dates.

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets in Plan	No. Sheets in Section 88B Inst.
Document 1	6.5.2004	18	15
DOCUMENT 2	12.5.2005	7	9

TOTAL NUMBER OF SHEETS OF SEC 88B FILMED
(INCLUDING COVER SHEET)

DOCUMENT 1

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

(DOC.1)

(Sheet 1 of 15 sheets)

DP270385

Plan of subdivision of lot 100
DP1061665 Covered by subdivision
certificate No. P05/04 dated
1/03/2004

Full name and address of the owner of the land: Clarendon Residential Communities Pty Ltd
ACN 097 809 857

Part 1

1. **Identity of easement, profit a prendre, restriction, or positive covenant to be created and firstly referred to in the Plan** Right of way variable width (B).

Schedule of Lots	
Lots burdened	Lots benefited, relevant roads, bodies or prescribed authorities.
31	32, 41
32	31, 41
34	35, 36
35	34, 36
36	34, 35
41	31, 32
44	45, 52
45	44, 52
47	48, 49
48	47, 49
49	47, 48
52	44, 45

2. **Identity of easement, profit a prendre, restriction, or positive covenant to be created and secondly referred to in the Plan** Easement for services variable width (C).

Schedule of Lots	
Lots burdened	Lots benefited, relevant roads, bodies or prescribed authorities.

(DOC.1)

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

(Sheet 2 of 15 sheets)

DP270385

Plan of subdivision of lot 100
 DP1061665 covered by subdivision
 certificate No. P05/04 dated
 1/03/2004.

(Part 1 continued)

31	32, 41
32	31, 41
34	35, 36
35	34, 36
36	34, 35
41	31, 32
44	45, 52
45	44, 52
47	48, 49
48	47, 49
49	47, 48
52	44, 45

3. Identity of easement, profit a prendre, restriction, or positive covenant to be created and thirdly referred to in the Plan
- Easement for maintenance and access 0.7 wide (D).

Schedule of Lots

Lots burdened

Lots benefited, relevant roads, bodies or prescribed authorities.

4	3
5	6
9	8
12	11
17	16
19	18, 28
21	22
24	25
27	28
31	32
32	31, 38
33	34
34	35
38	37
39	40
44	45
19	20
32	33

13 45 14

(DOC.1)

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

(Sheet 3 of 15 sheets)

DP270385

(Part 1 continued)

Plan of subdivision of lot 100
DP1061665 covered by subdivision
Certificate No. P05/04 dated
1/03/2004.

45	46
46	47
47	48
54	53
55	54
57	56
59	50, 51
59	51

4. Identity of easement, profit a prendre, restriction, or positive covenant to be created and fourthly referred to in the Plan Easement for electricity purposes variable width (E).

Schedule of Lots	
Lots burdened	Lots benefited, relevant roads, bodies or prescribed authorities.
Lot 1 DE	EnergyAustralia

5. Identity of easement, profit a prendre, restriction, or positive covenant to be created and fifthly referred to in the Plan Easement for electricity substation purposes variable width (N).

Schedule of Lots	
Lots burdened	Lots benefited, relevant roads, bodies or prescribed authorities.
Lot 1 DE	EnergyAustralia

6. Identity of easement, profit a prendre, restriction, or positive covenant to be created and sixthly referred to in the Plan Easement for support 0.12 wide (M).

Schedule of Lots

Handwritten signatures and initials

(Doc.1)

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

(Sheet 4 of 15 sheets)

Plan of subdivision of lot 100
DP1061665 covered by subdivision
Certificate No. P05/04 dated
1/03/2004.

DP270385

(Part 1 continued)

Lots burdened

**Lots benefited, relevant roads, bodies or
prescribed authorities.**

16	17
17	16
18	19
19	18
23	24
24	23
26	27
27	26
29	30
30	29
54	55
55	54
56	57
57	56

7. **Identity of easement, profit a prendre, restriction, or positive covenant to be created and seventhly referred to in the Plan** Restriction on use of land.

Schedule of Lots

Lots burdened

**Lots benefited, relevant roads, bodies or
prescribed authorities.**

All lots except lots 1, 59
and 60 to 64 inclusive

Pittwater Council

8. **Identity of easement, profit a prendre, restriction, or positive covenant to be created and eighthly referred to in the Plan** Restriction on use of land.

Schedule of Lots

(DOC.1)

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

(Sheet 5 of 15 sheets)

Plan of subdivision of lot 100
DP1061665 covered by subdivision
certificate No. P05/04 dated
1/03/2004.

DP270385

(Part 1 continued)

Lots burdened

All lots except lots 1, 59 and
60 to 64 inclusive

**Lots benefited, relevant roads, bodies or
prescribed authorities.**

Pittwater Council

9. Identity of easement, profit a prendre, restriction, or positive covenant to be created and ~~eighthly~~ referred to in the Plan *ninthly*

Easement to drain water 1.2 m wide (P).

Schedule of Lots

Lots burdened

32
33
34
35
36
37
40
41
45
46
47
49
50
59

**Lots benefited, relevant roads, bodies or
prescribed authorities.**

31, 41
31, 32, 36, 37, 38, 39, 40, 41
31, 32, 33, 36, 37, 38, 39, 40, 41
31, 32, 33, 34, 36, 37, 38, 39, 40, 41
37, 38, 39, 40, 41
38, 39, 40
39
40
44
44, 45, 47, 48
48
44, 45, 46, 47, 48, 52
44, 45, 46, 47, 48, 49, 51, 52
44, 45, 46, 47, 48, 49, 50, 51, 52

10. Identity of easement, profit a prendre, restriction, or positive covenant to be created and ~~eighthly~~ referred to in the Plan *tenthly*

Right of carriageway variable width (Q).

Schedule of Lots

Lots burdened

Lot 1 ~~Lot 1~~

**Lots benefited, relevant roads, bodies or
prescribed authorities.**

EnergyAustralia

B *[Signature]*

(DOC.1)

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

(Sheet 6 of 15 sheets)

DP270385

Part 2

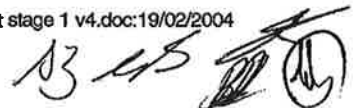
Plan of subdivision of lot 100
DP1061665 Covered by subdivision
Certificate No. P05/04 dated
1/03/2004.

1. Terms of right of way variable width (B) firstly referred to in the Plan

- 1.1 The Grantee and every Authorised Person may by means of vehicles pass across the Lot Burdened to get to or from the Lot Benefited.
- 1.2 In exercising those powers, the Grantee:
 - (a) may not park vehicles on any part of the Lot Burdened;
 - (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened.
- 1.3 The Grantee may only do a thing under this easement within the site of the easement.
- 1.4 The Grantor shall be entitled at all times to construct and maintain buildings and/or other improvements from time to time upon the Lot Burdened immediately adjacent to the site of the easement whether or not such buildings or improvements have foundations, eaves, gutters or other overhangs protruding over the site of the easement or any part of the site of the easement.

2. Terms of easement for services variable width (C) secondly referred to in the Plan

- 2.1 The Grantee and every Authorised Person may:
 - (a) use the Lot Burdened to provide domestic services to or from the Lot Burdened; and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering the Lot Burdened; and
 - taking anything onto the Lot Burdened; and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment; and
- 2.2 In exercising those powers, the Grantee must:
 - (a) ensure that all work is done properly; and



(DOC.1)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 7 of 15 sheets)

DP270385

(Part 2 continued)

Plan of subdivision of lot 100
DP1061665 covered by Subdivision
Certificate No.P05/04 dated
1/03/2004.

- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (d) restore the Lot Burdened as nearly as is practicable to its former condition.
- 2.3 The Grantee may only do a thing under this easement within the site of the easement.
- 2.4 For the purposes of this easement, domestic services include (this list is for indicative purposes and is not exhaustive) supply of water, gas, electricity, telephone and television and discharge of sewerage, sullage and other fluid wastes.
- 2.5 The Grantor shall be entitled at all times to construct and maintain buildings and/or other improvements from time to time upon the Lot Burdened immediately adjacent to the site of the easement whether or not such buildings or improvements have foundations, eaves, gutters or other overhangs protruding over the site of the easement or any part of the site of the easement.
- 3. Terms of easement for maintenance and access 0.7 wide (D) thirdly referred to in the Plan**
- 3.1 The Grantee and every Authorised Person may:
- (a) by any reasonable means use the Lot Burdened for the purposes of painting, repairing, maintaining or replacing the dwelling or any part of the dwelling on the Lot Benefited; and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering the Lot Burdened; and
 - taking anything on the Lot Burdened.
- 3.2 In exercising those powers, the Grantee must:
- (a) give the Grantee not less than 7 days written notice of intention to exercise any rights contemplated by this easement (except in the case of an emergency when no notice is necessary);
 - (b) cause as little disturbance as is practicable to the Grantor and any occupier of the Lot Burdened;

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919.**

(DOC. 1)

(Sheet 8 of 15 sheets)

DP270385

(Part 2 continued)

Plan of subdivision of lot 100
DP1061665 covered by subdivision
Certificate No. P05/04 dated
10/3/2004

- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.
- 3.3 The Grantee may only do a thing under this easement within the site of the easement.
4. **Terms of easement for electricity purposes variable width (E) fourthly referred to in the Plan**
- 4.1 Full right leave liberty and licence for EnergyAustralia its agents, servants and workmen to lay down, erect, construct and place, repair, renew, inspect, maintain and remove underground electric mains, cables and other apparatus for the transmission of electric current and for purposes incidental thereto under that part of the Lot Burdened (herein referred to as the "said land") AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining under the said land and the said electric mains when constructed.
 - 4.2 TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.
 - 4.3 AND TOGETHER WITH FULL right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
 - 4.4 PROVIDED THAT except where EnergyAustralia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.
 - 4.5 AND the Registered Proprietor of the Lot Burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said cables and other apparatus or interfere with the free flow of electric current under the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor of the Lot Burdened will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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(DOC.1)

(Sheet 9 of 15 sheets)

DP270385

(Part 2 continued)

Plan of subdivision of lot 100
DP1061665 Covered by subdivision
certificate No. P05/04 dated
1/3/2004.

- 4.6 AND EnergyAustralia hereby covenants with the Registered Proprietor of the Lot Burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the Registered Proprietor of the Lot Burdened or to any person or persons in consequence of any breach or non-observance of this covenant.
- 4.7 AND FURTHER the Registered Proprietor of the Lot Burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.
- 5. Terms of easement for electricity substation purposes variable width (N) fifthly referred to in the Plan**
- 5.1 Full right leave liberty and licence over that part of the Lot Burdened (hereinafter referred to as the "said land") for EnergyAustralia its agents servants and workmen to:
- (a) erect construct and place repair inspect maintain and remove electricity substation premises; and
 - (b) lay down erect construct and place repair renew inspect maintain and remove underground/overhead electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through under or over the said land; and also
 - (c) the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the said land and the said electricity substation and electric mains when constructed.
- 5.2 TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.
- 5.3 AND TOGETHER WITH FULL right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
- 5.4 PROVIDED THAT except where EnergyAustralia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on

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(DOC.1)

(Sheet 10 of 15 sheets)

DP270385

(Part 2 continued)

Plan of subdivision of lot 100
DP1061665 covered by subdivision
Certificate No. P05104 dated
1/3/2004.

the said land EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.

- 5.5 AND the Registered Proprietor of the Lot Burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current under the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor of the Lot Burdened will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
- 5.6 AND EnergyAustralia hereby covenants with the Registered Proprietor of the Lot Burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own costs and charge pay for all damage and injury arising to the Registered Proprietor of the Lot Burdened or to any person or persons in consequence of any breach or non-observance of this covenant.
- 5.7 AND FURTHER the Registered Proprietor of the Lot Burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.
6. **Terms of easement for support 0.12 wide (M) sixthly referred to in the Plan**
- Full and free right for the garage erected on the Lot Benefited to be supported, upheld and maintained vertically and laterally by the garage erected on the Lot Burdened.
7. **Terms of restriction on use of land seventhly referred to in the Plan**
- In erecting and designing any new dwelling or addition to an existing dwelling on the Lot Burdened the Grantor must:
- (a) design and construct the new dwelling or addition so as to achieve a minimum 3.5 star NatHERS rating (or equivalent) relating to energy efficiency; and
 - (b) give reasonable consideration to the solar amenity of adjoining Lots.

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(Doc.1)

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LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 11 of 15 sheets)

DP270385

(Part 2 continued)

Plan of subdivision of lot 100
DP1061665 covered by Subdivision
Certificate No. P05/04 dated
1/3/2004.

8. Terms of restriction on use of land eighthly referred to in the Plan

- 8.1 The Grantor must not permit to visit or be kept on the Lot Burdened or on any part of the Estate cats of any kind.
- 8.2 Dogs on the Lot Burdened must be:
- (a) Contained within a fenced compound, which fenced compound must be behind the main dwelling on the Lot Burdened; and
 - (b) At night, kept within the dwelling on the Lot Burdened.
- 8.3 Dogs must be on a leash when on any part of the Estate which is not a Lot.

9. Terms of easement to drain water 1.2 wide ninthly referred to in the Plan

- 9.1 The Grantee and every Authorised Person may:
- (a) drain water from any natural source through each Lot Burdened; and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering the Lot Burdened;
 - taking anything onto the Lot Burdened;
 - using any existing line of pipes; and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes, channels ditches and equipment.
- 9.2 In exercising those powers, the Grantee must:
- (a) ensure that all work is done properly;
 - (b) cause as little inconvenience as is practicable to the Grantor and any other occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.

(Doc.1)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 12 of 15 sheets)

DP270385

(Part 2 continued)

Plan of subdivision of lot 100
DP1061665 covered by Subdivision
certificate No.P05/04 dated
1/3/2004.

9.3 The Grantee may only do a thing under this easement within the site of the easement.

10. Terms of right of carriageway variable width (Q) tentatively referred to in the Plan

A right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 together with the right to park vehicles on the Right of Carriageway.

11. Definitions

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

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

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

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

"Lot" means a lot in the Plan.

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

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

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

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(DOC.1)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 13 of 15 sheets)

DP270385

Plan of subdivision of lot 100
DP1061665 covered by Subdivision
Certificate No.P05/04 dated 1/3/2004.

**PARTY OR PARTIES ENTITLED TO VARY, MODIFY OR RELEASE THE
EASEMENTS AND RESTRICTIONS CREATED BY THIS INSTRUMENT**

Easement or restriction	Party entitled to vary, modify or release
Easements created firstly, secondly, thirdly, sixthly and ninthly by this instrument.	The person or persons entitled to an estate or interest in possession in the Lot Benefited.
Easements created fourthly, fifthly and tenthly by this instrument.	EnergyAustralia.
Restrictions created seventhly and eighthly by this instrument.	Pittwater Council.

B. [Signature]

(Doc.1)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 14 of 15 sheets)

DP270385

Plan of subdivision of lot 100
DP1061665 covered by subdivision
certificate No. P05/04 dated 1/3/2004.

Dated the 14th day of March 2004

THE COMMON SEAL of
CLARENDON RESIDENTIAL
COMMUNITIES PTY LTD the affixing
of which was witnessed by:



[Signature]
Signature of director

[Signature]
Signature of director/secretary

John V. Sidoti
Name

CHRISTINE BARNES
Name

Dated at Sydney this 5th Day of March 2004
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522) Steven Tobie
signed by its Attorney [Signature]
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4388
Signed in the presence of [Signature]
(Signature)
Nico Weber
(Print Name)
Bank officer
(Title)

Pittwater Council
Steve RAWE, Public Officer.
Name / Title
[Signature]
Signature
10 march, 2004
Date

13 15

(DOC.1)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 15 of 15 sheets)

Plan of subdivision of lot 100
DP1061665 covered by subdivision
Certificate No.P05/04 dated 1/3/2004.

DP270385

SIGNED SEALED AND DELIVERED
for and on behalf of
ENERGYAUSTRALIA by:

GRANT KENNETH GREENE-SMITH
its duly constituted Attorney pursuant to
Power of Attorney registered Book 4368
No. 61 in the presence of:

Attorney

Witness

WARWICK WEEKLEY
Name of Witness

570 GEORGE ST, SYDNEY
Address

Executed by **BBWS Finance Pty Ltd**)
ACN 088 757 804 in accordance with)
section 127(1) of the Corporations Act)
2001:

Director

BRUCE DOUGLAS PORTER
Name of Director

Director/Secretary

SARAH ELIZABETH ZANON
Name of Director/Secretary

REGISTERED



6.5.2004

(DOC. 2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 1 of 9 sheets)

DOCUMENT 2
DP270385

Plan of subdivision of lot 59
in DP 270385 and easement
within lot 1 DP 270385
covered by subdivision
certificate number

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

Clarendon Residential Communities Pty Ltd
Level 15, 56 Pitt Street, Sydney NSW
ACN 097 809 857

Part 1

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened Lot(s) or parcel(s)	Benefited Lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain water 1.2 wide (AZ).	109	110, 111, 112, 113, 108, 107, 106, 105, 104, 103, 114, 101, 100, 99, 98, 97
		110	111, 112, 113, 108, 107, 106, 105, 104, 103, 114, 101, 100, 99, 98, 97
		111	112, 113, 108, 107, 106, 105, 104, 103, 114, 101, 100, 99, 98, 97
		112	113, 114
		108	107, 106, 105, 104, 103, 114, 101, 100, 99, 98, 97
		107	106, 105, 104, 103, 101, 100, 99, 98, 97

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(Doc. 2)

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

(Sheet 2 of 9 sheets)

DP270385

Plan of subdivision of lot 59
 in DP 270385 and easement
 within lot 1 DP 270385
 covered by subdivision
 certificate number

1 (cont.)	Easement to drain water 1.2 (wide) (AZ) (continued)	106	105, 104, 103, 100, 99, 98, 97
		105	99, 98, 97, 104, 103
		104	98, 97, 103
		103	97
		172	171, 170, 169, 168, 167, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116, 115, 166
		171	170, 169, 168, 167, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116, 115, 166
		170	169, 168, 167, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116, 115, 166
		169	168, 166
		167	166, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125
		125	115 to 124 (inclusive)
		124	116 to 123 (inclusive)
		123	117 to 122 (inclusive)
		119	118
		120	118, 119, 121, 122
		121	122
		165	161 to 164 inclusive

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(Doc. 2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 3 of 9 sheets)

Plan of subdivision of lot 59
in DP 270385 and easement
within lot 1 DP 270385
covered by subdivision
certificate number

DP270385

1 (cont.)	Easement to drain water 1.2 (wide) (AZ) (continued)	164 163 162	161 to 163 (inclusive) 161, 162 161
2	Right of carriageway variable width (AX)	Lot 1 DP 270385	Pittwater Council
3	Restriction on the use of land	All lots	Pittwater Council
4	Restriction on the use of land	All lots	Pittwater Council
5	Right of carriageway 5 wide and variable (AP)	Lot 1 DP270385	Pittwater Council Lot 3 DP806132

(Doc. 2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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(Sheet 4 of 9 sheets)

Plan of subdivision of lot 59
in DP 270385 and easement
within lot 1 DP 270385
covered by subdivision
certificate number

DP270385

Part 2

1. Terms of easement to drain water 1.2 wide (AZ) numbered 1 in the Plan

1.1. The Grantee and every Authorised Person may:

- (a) drain water from any natural source through each Lot Burdened; and
- (b) do anything reasonably necessary for that purpose, including:
 - entering the Lot Burdened;
 - taking anything onto the Lot Burdened;
 - using any existing line of pipes; and
 - carrying our work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.

1.2. In exercising the powers conferred by this easement, the Grantee must:

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

1.3. The Grantee may only do a thing under this easement within the site of the easement.

1.4. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

(DOC. 2)

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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 5 of 9 sheets)

DP270385

Plan of subdivision of lot 59
in DP 270385 and easement
within lot 1 DP 270385
covered by subdivision
certificate number

(Part 2 continued)

2. Terms of right of carriageway variable width (AX) numbered 2 in the Plan

- 2.1. The Grantee and every Authorised Person may by means of vehicles or on foot pass across the Lot Burdened for the purposes of access to the stormwater drainage facility adjoining the Warriewood wetlands located to the south of the water quality ponds within the Estate.
- 2.2. In exercising those powers, the Grantee may do anything reasonably necessary for that purpose, including:
- (a) entering the Lot Burdened;
 - (b) taking anything onto the Lot Burdened; and
 - (c) carrying materials and equipment.
- 2.3. In exercising those powers, the Grantee must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (c) make good any collateral damage.
- 2.4. The Grantee may only do a thing under this easement within the site of the easement.

3. Terms of restriction on the use of land numbered 3 in the Plan

- 3.1. The Grantor must not permit to visit or be kept on the Lot Burdened or on any part of the Estate cats of any kind.
- 3.2. Dogs on the Lot Burdened must be:
- (a) contained within a fenced compound which fenced compound must be behind the main dwelling on the Lot Burdened; and
 - (b) at night, kept within the dwelling on the Lot Burdened.

(Doc. 2)

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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 6 of 9 sheets)

DP270385

Plan of subdivision of lot 59
in DP 270385 and easement
within lot 1 DP 270385
covered by subdivision
certificate number

3.3. Dogs must be on a leash when on any part of the Estate which is not a Lot.

(Part 2 continued)

4. Terms of restriction on the use of land numbered 4 in the Plan

4.1. In designing any new dwelling or addition to an existing dwelling on the Lot Burdened the Grantor must:

- (a) design the new dwelling or addition so as to achieve a minimum 3.5 star NatHERS rating (or equivalent) relating to energy efficiency; and
- (b) give reasonable consideration to the solar amenity of adjoining Lots.

5. Terms of right of carriageway 5 wide and variable (AP) numbered 5 in the plan.

5.1. The Grantee and every Authorised Person may by means of vehicles or on foot pass across the Lot Burdened for the purposes of access to the Warriewood Wetlands located on Lot 3 DP806132.

5.2. In exercising those powers, the Grantee

- (a) may do anything reasonably necessary for that purpose, including:
- (b) entering the Lot Burdened;
- (c) taking anything onto the Lot Burdened; and
- (d) carrying materials and equipment.

5.3. In exercising those powers, the Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (c) make good any collateral damage.

(Doc. 2)

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INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 7 of 9 sheets)

Plan of subdivision of lot 59
in DP 270385 and easement
within lot 1 DP 270385
covered by subdivision
certificate number

DP270385

(Part 2 continued)

6. Definitions

"Authorised Person" means a person, body or authority authorised by the Grantee and without limitation, where applicable, includes the Grantee's visitors, employees and contractors.

"Community Plan" means community plan of subdivision DP 270385.

"Council" means Pittwater Council.

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

"Grantee" means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Benefited. The expression "Grantee" wherever used means and includes the Grantee and every Authorised Person.

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

"Instrument" means this instrument.

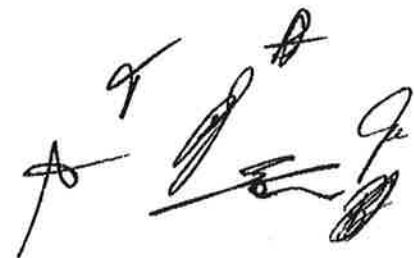
"Land" means the land subdivided by the Plan.

"Lot" means a lot in the Plan on the Community Plan.

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

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

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



(Doc. 2)

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

(Sheet 8 of 9 sheets)

Plan of subdivision of lot 59
in DP 270385 and easement
within lot 1 DP 270385
covered by subdivision
certificate number

DP270385

**PARTY OR PARTIES ENTITLED TO VARY, MODIFY OR RELEASE THE
EASEMENTS AND RESTRICTIONS CREATED BY THIS INSTRUMENT**

Easement or restriction	Party entitled to vary, modify or release
Easement number 1 in the Plan	The person or persons entitled to an estate or interest in possession in the Lot Benefited
Easements and restrictions numbered 2, 3, 4 and 5 in the Plan	Pittwater Council.

Dated at Sydney this 16th Day of March 2005
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522) James Armah
signed by its Attorney
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4388

James Armah
(Signature)

Signed in the presence of [Signature]
(Signature)

CON. NIKOLAPOPOLOS
(Print Name)

BANK OFFICER
(Title)

The Common Seal of BBWS Finance
Pty Ltd ACN 088 757 804 the affixing
of which was witnessed by:-

**PHILLIP GREEN
DIRECTOR**

[Signature]
Bruce Porter
DIRECTOR



The common seal of the
community association DP 270385
was hereto affixed in the
presence of David Ferguson being
the persons) authorized by
section 8 of the community
land management act '189
to attest the affixing of the seal.



[Signature]
**Strata managing
Agent**

[Signature]
[Signature]
[Signature]

(Doc. 2)

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

(Sheet 9 of 9 sheets)

Plan of subdivision of lot 59
in DP 270385 and easement
within lot 1 DP 270385
covered by subdivision
certificate number

DP270385

Dated the _____ day of _____ 2004

THE COMMON SEAL of
CLARENDON RESIDENTIAL
COMMUNITIES PTY LIMITED ACN
097 809 857 the affixing of which was
witnessed by:



[Signature]
Signature of director

John ✓ Sidoti
Name

[Signature]
Signature of director/secretary
STEPHEN P MURRAY
Name

EXECUTED for and on behalf of
PITTWATER COUNCIL by

STEPHEN RAWE, PUBLIC OFFICER

in the presence of: IRIS HARDIE

[Signature] JUSTICE OF THE PEACE
Witness 8700643

REGISTERED  12.5.2005

[Handwritten initials]

DP270385

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY NSW**

COMMUNITY MANAGEMENT STATEMENT

**Shearwater
Estate –
Warriewood**

Community Land Development Act 1989 (NSW)

Community Land Management Act 1989 (NSW)

WARNING

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

REGISTERED



6.5.2004

Page 1 of 68

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E-mail: phillippa@phillipparussell.com.au

Telephone: (02) 9310 2033 Facsimile: (02) 9319 1866 Mobile: 0408 481 136

DP270385

Shearwater Estate

CONTENTS

PART 1 – BY-LAWS FIXING DETAILS OF DEVELOPMENT	6
1. THEME	6
1.1 THEME	6
2. ARCHITECTURAL AND LANDSCAPING CODE	6
2.1 COMMUNITY ASSOCIATION MAY PRESCRIBE	6
2.2 PURPOSE OF THE ARCHITECTURAL AND LANDSCAPING CODE	6
2.3 DEVELOPMENT CONTROL PLAN 29	6
2.4 PARTIES BOUND	6
2.5 OBTAINING A COPY OF THE ARCHITECTURAL AND LANDSCAPING CODE	7
3. ARCHITECTURAL AND LANDSCAPING CODE FOR SUBSIDIARY BODIES.....	7
3.1 SUBSIDIARY BODY MAY NOT PRESCRIBE	7
4. AMENDING THE ARCHITECTURAL AND LANDSCAPING CODE.....	7
4.1 ORDINARY RESOLUTION	7
4.2 THE AMENDED ARCHITECTURAL AND LANDSCAPING CODE	7
4.3 APPLICATION BY OWNER TO AMEND THE ARCHITECTURAL AND LANDSCAPING CODE.....	7
4.4 DECISION OF COMMUNITY ASSOCIATION	7
4.5 COPY OF AMENDED ARCHITECTURAL AND LANDSCAPING CODE TO BE PROVIDED	8
5. MAINTENANCE	8
5.1 EXTERIOR MAINTENANCE OF LOTS.....	8
5.2 EXTERIOR MAINTENANCE OF SUBSIDIARY BODY LOT	8
5.3 COMMUNITY ASSOCIATION TO GIVE NOTICE	9
6. DEVELOPMENT WORKS.....	9
6.1 CONSENTS AND PERMITS	9
6.2 DEVELOPMENT WORKS WITHOUT CONSENT	9
6.3 DEVELOPMENT WORKS WITH CONSENT	9
6.4 PLANS AND SPECIFICATIONS	10
6.5 DECISION OF THE COMMUNITY ASSOCIATION	10
6.6 EXPERT DETERMINATION.....	11
6.7 ROLE OF THE COMMUNITY ASSOCIATION	11
6.8 ORIGINAL PROPRIETOR'S RIGHTS	11
6.9 RULES	11
6.10 DEVELOPMENT WORKS	11
6.11 COMMUNITY ASSOCIATION MAY DELEGATE	12
7. ORIGINAL PROPRIETOR.....	12
7.1 ARCHITECTURAL AND LANDSCAPING CODE.....	12
7.2 DEVELOPMENT ACTIVITIES	12
PART 2 – RESTRICTED COMMUNITY PROPERTY	13
8. PRIVATE ACCESS WAYS	13
8.1 LANES SERVICING THE LOTS	13
9. COMMUNITY PROPERTY.....	14
9.1 THE ORIGINAL PROPRIETOR	14
9.2 WHEN THE ROLE OF THE ORIGINAL PROPRIETOR CEASES	14
9.3 LEVIES	14
10. ORIGINAL PROPRIETOR'S RIGHTS TO CARRY OUT PROJECT ACTIVITIES ...	14
10.1 ORIGINAL PROPRIETOR'S RIGHTS	14

DP270385

Shearwater Estate

10.2	ORIGINAL PROPRIETOR'S OBLIGATIONS	15
10.3	LEVIES	15
PART 3 – MANDATORY MATTERS.....		16
11.	COMMUNITY PROPERTY.....	16
11.1	DETAILS OF COMMUNITY PROPERTY	16
11.2	RESPONSIBILITY OF COMMUNITY ASSOCIATION	16
11.3	RESPONSIBILITY OF OWNERS	16
12.	COMMUNITY FACILITIES.....	17
12.1	WHEN THIS BY-LAW HAS EFFECT.....	17
12.2	RESPONSIBILITY	17
12.3	WHO HAS USE OF THE COMMUNITY FACILITIES	17
13.	WALKWAYS	17
13.1	WHEN THIS BY-LAW HAS EFFECT.....	17
13.2	RESPONSIBILITY	17
13.3	WHO HAS USE OF THE WALKWAYS	17
14.	ACCESS WAYS	17
14.1	OPEN ACCESS WAYS.....	17
14.2	PRIVATE ACCESS WAYS.....	18
15.	FENCING.....	18
15.1	ARCHITECTURAL AND LANDSCAPING CODE.....	18
15.2	DEVELOPMENT ACTIVITY	18
15.3	EXTERNAL AND INTERNAL	18
15.4	COMMUNITY PROPERTY AND SUBSIDIARY BODY LOT FENCING.....	18
15.5	RESTRICTIONS ON CONSTRUCTION	18
15.6	GENERAL CONDITIONS ABOUT FENCES	18
15.7	ORIGINAL PROPRIETOR	19
16.	GARBAGE.....	19
16.1	COMPLIANCE WITH RULES	19
16.2	OBLIGATIONS ON OWNERS.....	19
17.	PRIVATE SERVICES.....	20
17.1	RIGHT IN COMMUNITY ASSOCIATION TO PROVIDE	20
18.	SERVICES	20
18.1	SERVICES	20
18.2	PRIVATE SERVICES.....	20
18.3	SUBSEQUENT SERVICES.....	21
19.	SERVICE LINES	21
19.1	POSITION OF SERVICE LINES	21
19.2	OBLIGATIONS ON SUBSIDIARY BODIES	21
19.3	OBLIGATIONS ON OWNERS.....	22
19.4	RESPONSIBILITY FOR MAINTENANCE, REPAIRS AND REPLACEMENT	22
20.	INSURANCE	23
20.1	OBLIGATIONS ON COMMUNITY ASSOCIATION	23
20.2	OBLIGATION TO RENEW.....	23
20.3	NOTICE OF ANNUAL GENERAL MEETING	23
20.4	INCREASE IN RISK.....	23
20.5	WRITTEN APPROVAL OF COMMUNITY ASSOCIATION	24
21.	EXECUTIVE COMMITTEE.....	24
21.1	CONSTITUTION	24

DP270385

Shearwater Estate

21.2	FUNCTIONS OF THE SECRETARY	24
21.3	FUNCTIONS OF THE TREASURER	24
21.4	FUNCTION OF THE CHAIRPERSON	25
21.5	SUB-COMMITTEES	25
21.6	NO REMUNERATION.....	25
21.7	PROTECTION OF EXECUTIVE COMMITTEE MEMBERS FROM LIABILITY	25
22.	MEETINGS	26
22.1	MEETINGS	26
22.2	RIGHT OF OWNER TO ATTEND MEETINGS	26
22.3	MEETING AT REQUEST OF MEMBERS	26
22.4	OUT OF MEETING DETERMINATIONS	26
22.5	NOTICES AND MINUTES OF MEETINGS.....	27
23.	CONTRIBUTIONS	27
PART 4 –	OPTIONAL MATTERS	29
24.	OBLIGATIONS ON OWNERS	29
24.1	DEALINGS WITH COMMUNITY PROPERTY	29
24.2	BEHAVIOUR AND RESPONSIBILITY WHEN ON COMMUNITY PROPERTY	29
24.3	OCCUPATION AND USE OF LOTS	30
24.4	COMPLIANCE WITH NOTICE	31
24.5	CONTRACTORS	31
24.6	PERMITTED PERSONS	31
24.7	LESSEES/LICENSEES	32
24.8	THINGS DONE AT OWNER'S COST.....	32
24.9	COMMUNICATIONS WITH COMMUNITY ASSOCIATION	32
25.	OBLIGATIONS ON SUBSIDIARY BODIES	32
25.1	DEALINGS WITH COMMUNITY PROPERTY.....	32
25.2	COMPLIANCE WITH NOTICE	33
25.3	COMMUNICATIONS WITH COMMUNITY ASSOCIATION	33
26.	ANIMALS AND PETS.....	33
26.1	PERMITTED.....	33
26.2	PROHIBITED.....	33
26.3	GENERAL RULES	34
27.	VEHICLES AND PARKING	34
27.1	RESTRICTIONS ON PARKING.....	34
27.2	RESTRICTIONS ON VEHICLES	35
27.3	REPAIRS	35
28.	COMMUNITY ASSOCIATION'S RIGHTS.....	35
28.1	MANNER OF EXERCISING A FUNCTION	35
28.2	CONTRACTS	35
28.3	REMEDY AGAINST AN OWNER.....	36
28.4	REMEDY AGAINST A SUBSIDIARY BODY.....	36
28.5	TRADING ACTIVITIES	37
28.6	NOT LIABLE FOR DAMAGE	37
28.7	RULES	38
29.	WATER MANAGEMENT FACILITIES	38
29.1	OBLIGATIONS OF COMMUNITY ASSOCIATION	38
30.	BUSHLAND MANAGEMENT.....	38
30.1	OBLIGATIONS OF COMMUNITY ASSOCIATION	38
30.2	WHEN OBLIGATIONS OF COMMUNITY ASSOCIATION COMMENCE.....	39

DP270385

Shearwater Estate

31.	BUSH FIRE MANAGEMENT.....	39
31.1	OBLIGATIONS OF COMMUNITY ASSOCIATION	39
PART 5 –	BY-LAWS REQUIRED BY PUBLIC AUTHORITIES.....	40
32.	PUBLIC ACCESS	40
32.1	ACCESS	40
33.	OCCUPATION OF DWELLINGS.....	40
34.	STREET LIGHTING.....	42
34.1	DEFINITIONS.....	42
34.2	OBLIGATIONS AND RIGHTS OF ENERGY AUSTRALIA	43
34.3	OBLIGATIONS AND RIGHTS OF THE COMMUNITY ASSOCIATION	43
34.4	MISCELLANEOUS.....	44
35.	SYDNEY WATER CORPORATION	44
35.1	NO REPRESENTATION	44
35.2	FUTURE SERVICES	44
PART 6 –	DICTIONARY	46
PART 7 –	INTERPRETATION.....	53

PART 1 – BY-LAWS FIXING DETAILS OF DEVELOPMENT

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

1. THEME

1.1 Theme

The management objectives of the Estate are to maintain a prestigious residential development within a controlled environment.

2. ARCHITECTURAL AND LANDSCAPING CODE

2.1 Community Association may prescribe

The Community Association may prescribe and amend an Architectural and Landscaping Code for the Estate.

2.2 Purpose of the Architectural and Landscaping Code

The Architectural and Landscaping Code may contain:

- (a) an architectural code providing a detailed definition of the architectural theme and style for Improvements on Subsidiary Body Lots and Lots;
- (b) landscaping guidelines defining the landscaping requirements for Subsidiary Body Lots and Lots; and
- (c) any other matter determined by the Community Association.

2.3 Development Control Plan 29

Any Architectural and Landscaping Code must not conflict with the corresponding provisions in Development Control Plan 29.

2.4 Parties bound

The Architectural and Landscaping Code binds:

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

2.5 Obtaining a copy of the Architectural and Landscaping Code

- (a) If requested by an Owner or a Subsidiary Body, the Community Association must provide, at the reasonable Cost of that Owner or Subsidiary Body, a copy of the current Architectural and Landscaping Code.
- (b) The Community Association may prescribe a fee for providing a copy of the Architectural and Landscaping Code.

3. ARCHITECTURAL AND LANDSCAPING CODE FOR SUBSIDIARY BODIES

3.1 Subsidiary Body may not prescribe

A Subsidiary Body may not prescribe an architectural code or a landscaping code for its Subsidiary Scheme without the written consent of the Community Association.

4. AMENDING THE ARCHITECTURAL AND LANDSCAPING CODE

4.1 Ordinary Resolution

The Community Association may amend the Architectural and Landscaping Code by Ordinary Resolution.

4.2 The amended Architectural and Landscaping Code

The amended Architectural and Landscaping Code becomes the Architectural and Landscaping Code for the Estate when the amendments are approved by the Community Association in General Meeting by Ordinary Resolution.

4.3 Application by Owner to amend the Architectural and Landscaping Code

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

4.4 Decision of Community Association

- (a) The Community Association must refer an application to amend the Architectural and Landscaping Code to a General Meeting for decision.

DP270385

Shearwater Estate

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

4.5 Copy of amended Architectural and Landscaping Code to be provided

- (a) If the Community Association amends the Architectural and Landscaping Code, then within a reasonable time the Community Association must deliver a copy of the amendments to:
 - (i) each Owner; and
 - (ii) each Subsidiary Body.
- (b) The Community Association will have satisfied its obligations in by-law 4.5(a) if a copy of the amended Architectural and Landscaping Code is included in the Community Association web site (if one) and each Subsidiary Body and Owner is notified in writing that changes have been made and notified of their availability on the web site.

5. MAINTENANCE

5.1 Exterior maintenance of Lots

Each Lot:

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

5.2 Exterior maintenance of Subsidiary Body Lot

Each Subsidiary Body Lot;

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

5.3 Community Association to give notice

- (a) The Community Association may give a notice to an Owner or a Subsidiary Body requiring that Owner or Subsidiary Body to comply with the terms of this by-law 5.
- (b) If an Owner or a Subsidiary Body does not comply with this by-law, then the Community Association may exercise its rights under by-law 28.3 or by-law 28.4.

6. DEVELOPMENT WORKS

6.1 Consents and permits

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

6.2 Development Works without consent

Development Works may be carried out without the consent of the Community Association if they comply with the Architectural and Landscaping Code.

6.3 Development Works with consent

Development Works must not be carried out, or permitted to be carried out or permitted to remain on any Lot or Community Property, which do not comply with the Architectural and Landscaping Code, unless the written consent of the Community Association is first obtained.

6.4 Plans and Specifications

- (a) Any Party seeking approval of the Community Association for the carrying out of any Development Works which do not comply with the Architectural and Landscaping Code must submit plans and specifications for the approval of the Community Association.
- (b) The Community Association may retain the services of any independent consultant with special skills and expertise in:
 - (i) architecture;
 - (ii) landscaping; and
 - (iii) any other relevant discipline,to advise and assist the Community Association in performing its powers under this by-law.
- (c) To assist the Community Association with its decision on any plan or specification, the Community Association may request a Party to submit:
 - (i) additional plans and specifications;
 - (ii) additional information, reports or documents;
 - (iii) details of changes to be made to the plans and specifications if an Authority required those changes; and
 - (iv) any other relevant information, fax or material.

6.5 Decision of the Community Association

- (a) In making its decision on whether to consent to an application to carry out Development Works, the Community Association may ensure that the proposed Developments Works:
 - (i) are consistent with the essence or theme of the Estate; and
 - (ii) comply with the Architectural and Landscaping Code.
- (b) If the Community Association does not make a decision within 3 months after receiving all information required to make a decision, then it has approved the Development Works.
- (c) If the Community Association approves Development Works, then that approval does not prevent the Community Association from disapproving or approving with conditions future Development Works of the same or similar nature.

6.6 Expert Determination

- (a) A Party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under by-law 6.6(b).
- (b) If a Party disputes that the Community Association has properly applied the Architectural and Landscaping Code in making a determination under this by-law, then the matter must be referred to an expert determination as appointed by the President of the Australian Institute of Architects.
- (c) A decision of the expert appointed under by-law 6.6(b) is a decision of the Community Association, and binds all Parties.

6.7 Role of the Community Association

- (a) The role and functions of the Community Association in this by-law 6 are procedural only.
- (b) The Community Association does not take any responsibility for the adequacy or appropriateness of any Development Works or any approvals which issue for them.

6.8 Original Proprietor's Rights

Nothing in this by-law 6:

- (a) affects the rights of the Original Proprietor under by-laws 9 and 10 to carry out Project Activities; or
- (b) imposes an obligation on the Original Proprietor to obtain consent from a Party or the Community Association under this by-law 6 to carry out Project Activities.

6.9 Rules

- (a) The Community Association may formulate Rules governing the conduct of activities on Lots during the approval and construction phases of Development Works.
- (b) Owners must comply with those Rules which have been communicated to them and which relate to their Lot.

6.10 Development Works

When carrying out of any Development Works, an Owner must:

- (a) ensure no damage to Service Lines, pipes or Services within the Community Parcel;
- (b) ensure the works are carried out in a proper and workmanlike manner;

- (c) ensure the works are carried out in accordance with the requirements of all appropriate Authorities and in accordance with the terms of all consents, approvals and certificates; and
- (d) repair any damage caused to Community Property as a result of the Works.

6.11 Community Association may delegate

The functions of the Community Association under this by-law 6 may be carried out by the Executive Committee.

7. ORIGINAL PROPRIETOR

7.1 Architectural and Landscaping Code

- (a) The Original Proprietor is not bound by the Architectural and Landscaping Code.
- (b) The rights of the Original Proprietor in this by-law 7.1 cease on the earlier of:
 - (i) when the Original Proprietor is no longer the registered proprietor of any Lot; and
 - (ii) when the Original Proprietor serves written notice on the Community Association that it terminates its rights under this by-law 7.1.

7.2 Development Activities

- (a) The Original Proprietor is not bound to follow the procedures in this Part 1 so far as they relate to the Development Activities.
- (b) The rights of the Original Proprietor in this by-law 7.2 cease on the earlier of:
 - (i) when the Original Proprietor is no longer the registered proprietor of a Lot; and
 - (ii) when the Original Proprietor serves written notice on the Community Association that it terminates its rights under this by-law 7.2.

PART 2 – RESTRICTED COMMUNITY PROPERTY

These by-laws may only be amended:

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

(See Section 54 of the Management Act).

8. PRIVATE ACCESS WAYS

8.1 Lanes servicing the Lots

- (a) That part of a Private Access Way which comprises a back lane ("Back Lane") may only be used by the Owners and Occupiers of those Lots which are adjacent to and contiguous with, that Back Lane.
- (b) The Back Lane may be used at all times by those Owners and Occupiers of the Lots which are contiguous with the Back Lane on the following conditions:
 - (i) The Back Lane may only be used for the purpose of ingress to and egress from Lots and for no other purpose;
 - (ii) The Back Lane may not be used for parking vehicles of any kind (other than vehicles parked on a temporary basis for the loading and unloading of goods and items); and
 - (iii) Garbage and Garbage receptacles must not be placed, left or stored in the Back Lane.
- (c) Owners of the Lots having the benefit of this by-law are responsible for the control, management, operation, maintenance and repair of the Back Lane relevant to those Lots.
- (d) Owners of the Lots having the benefit of this by-law may install a gate or other construction preventing parties other than those having the benefit of this by-law from gaining access to the Back Lane relevant to those Lots.
- (e) There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 8.1.

DP270385

Shearwater Estate

- (f) The rights in this by-law are subject to the rights of the Original Proprietor in by-laws 9 and 10.

9. COMMUNITY PROPERTY

9.1 The Original Proprietor

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

9.2 When the role of the Original Proprietor ceases

- (a) Restricted use of the whole or a particular part of the Community Property ceases when the Original Proprietor notifies the Community Association that the Project Activities or a particular part of the Project Activities have been completed.
- (b) Despite by-law 9.2(a), restricted use of the whole or a particular part of the Community Property ceases when the Original Proprietor is no longer the registered proprietor of a Lot.

9.3 Levies

There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 9.

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

10.1 Original Proprietor's rights

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

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

DP270385

Shearwater Estate

- (h) hold events or functions on the Community Parcel in connection with the selling and leasing of Lots in the Community Parcel.

10.2 Original Proprietor's obligations

- (a) The Original Proprietor must:
 - (i) repair any damage caused to the Community Parcel as a result of the Project Activities as soon as practicable after that damage occurs;
 - (ii) keep interference with the use by Owners or Occupiers of Lots to a minimum so far as is consistent with the Project Activities;
 - (iii) maintain any Community Property that the Original Proprietor has been given the exclusive right to use; and
 - (iv) on completion each part of the Project Activities, leave the relevant Community Parcel areas in a clean and tidy condition.
- (b) Owners acknowledge that as a result of the Original Proprietor's rights to carry out the Project Activities set out in this by-law 10, Owners may be subjected to noise and dust resulting from the Project Activities.

10.3 Levies

There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 10.

PART 3 – MANDATORY MATTERS

11. COMMUNITY PROPERTY

11.1 Details of Community Property

The Community Property comprises the following:

- (a) Open Access Ways;
- (b) Private Access Ways;
- (c) the Water Management Facilities;
- (d) foot paths (but not the pedestrian cycle links, these having been dedicated to the Council);
- (e) retaining walls;
- (f) open space; and
- (g) entry facilities (including ponds, fountain and waterfalls).

11.2 Responsibility of Community Association

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

11.3 Responsibility of Owners

- (a) An Owner must obtain the written approval of the Community Association before that Owner does any of the following to Community Property:
 - (i) leaves anything on Community Property otherwise than in the normal use of Community Property;
 - (ii) obstructs the use of Community Property;
 - (iii) uses any part of Community Property for the Owner's own purposes;
 - (iv) erects on Community Property any Improvement;
 - (v) attaches to Community Property any item;
 - (vi) does or permits anything to be done which might damage Community Property; or
 - (vii) alters Community Property.

DP270385

Shearwater Estate

- (b) An Owner must:
- (i) give written notice to the Community Association of any damage to or defect in the Community Property immediately after the Owner becomes aware of such damage or defect;
 - (ii) only use anything on the Estate for purpose for which it was constructed or provided; and
 - (iii) only use or enjoy Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner.

12. COMMUNITY FACILITIES

12.1 When this by-law has effect

The terms of this by-law have effect when the restricted rights granted by by-laws 9 and 10 end in accordance with the terms of those by-laws.

12.2 Responsibility

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

12.3 Who has use of the Community Facilities

Subject to the terms of this by-law 12, the Community Facilities are available for use by the Community Association, Owners and Permitted Persons.

13. WALKWAYS

13.1 When this by-law has effect

The terms of this by-law have effect when the restricted rights granted by by-laws 9 and 10 end in accordance with the terms of those by-laws.

13.2 Responsibility

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

13.3 Who has use of the Walkways

Subject to the terms of this by-law 13, the Walkways are available for use by the Community Association, Owners and Permitted Persons.

14. ACCESS WAYS

14.1 Open Access Ways

The Open Access Ways are Community Property.

14.2 Private Access Ways

The Private Access Ways are Community Property.

15. FENCING

15.1 Architectural and Landscaping Code

Fences erected within the Estate must comply with this by-law and the Architectural and Landscaping Code in Part 8 of this Management Statement.

15.2 Development Activity

Replacing any fence or constructing any new fence on a Lot is a Development Activity and is subject to the provisions of by-law 6.

15.3 External and internal

The Dividing Fences Act 1991 applies to boundary fences erected within the Community Scheme.

15.4 Community Property and Subsidiary Body Lot fencing

- (a) The Community Association is responsible for the maintenance and replacement of fencing of Community Property.
- (b) A Subsidiary Body is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Lot.
- (c) This by-law 15.4 does not apply if a person using Community Property damages the fencing.

15.5 Restrictions on construction

An Owner must not construct or erect or permit to be constructed or erected or permit to remain or constructed, a fence on a Lot which is forward of the building line of the dwelling of the Lot.

15.6 General conditions about fences

Any fence on a Lot must:

- (a) allow native animals to move between and to areas of environmental sensitivity and areas of habitat value;
- (b) enable outlook from buildings for safety and surveillance;
- (c) assist in highlighting entrances and creating a sense of community identity;
- (d) be compatible with facilities in the street frontage area, such as mailboxes and garbage collection areas;

- (e) complement any facilities and landscaping in public areas;
- (f) not exceed 1.8 metres in height; and
- (g) be located on the natural ground level of the boundary between Lots and not raised in any way, such as by a retaining wall.

15.7 Original Proprietor

The Original Proprietor is not bound by by-law 15.6.

16. GARBAGE

16.1 Compliance with Rules

Owners must comply with any Rules or by-laws about garbage collection and the recycling of garbage made by:

- (a) an Authority;
- (b) the Community Association; and
- (c) this Management Statement.

16.2 Obligations on Owners

- (a) Owners may only dispose of Garbage by placing it in garbage bins or receptacles specifically designed or provided for Garbage.
- (b) Owners must not leave Garbage (whether it is in containers or not) in any part of the Estate except in the bins or receptacles provided for that purpose.
- (c) Owners may place bins and receptacles outside that Owner's Lot (or in such other place as nominated or prescribed by the Council, the Community Association or relevant garbage collection agency) on garbage collection days as nominated by the Council, the Community Association or relevant garbage collection agency.
- (d) Owners must promptly remove any Garbage which they may have spilled in the Estate and must take such action as may be necessary to clean the area within which that Garbage has spilled.
- (e) Bottles must be completely drained and deposited in the relevant recycling receptacle and all other Garbage must be drained and appropriately secured.
- (f) Garbage receptacles and bins must not be left on any Open Access Way for more than 8 hours after they have emptied.

17. PRIVATE SERVICES

17.1 Right in Community Association to provide

The Community Association may:

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

18. SERVICES

18.1 Services

The following table details the Services and the relevant Service Providers:

Service	Service Provider
<i>This column details the relevant Service</i>	<i>This column details the Service Provider</i>
Sewer reticulation services to the Estate	Community Association
Water reticulation services to the Estate	Community Association
Telephone	Telstra
Gas	Agility
Stormwater and drainage	Community Association
Electricity	
- high voltage	EnergyAustralia
- low voltage	Community Association

18.2 Private Services

Unless specified to the contrary in this Management Statement:

- (a) a Service is regarded as a Private Service if the Service Provider is the Community Association; and

AMENDMENT TO MANAGEMENT STATEMENT
 AB385856 EXISTING SERVICE WORKS PLANS
 SHEETS 59 TO 68 REPLACED WITH REPLACEMENT
 SHEETS 59A TO 68A SEE ANNEXURE "B"

DP270385

Shearwater Estate

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

18.3 Subsequent Services

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

19. SERVICE LINES

19.1 Position of Service Lines

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

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

19.2 Obligations on Subsidiary Bodies

- (a) Each Subsidiary Body must not:
 - (i) do anything which interferes with, obstructs access to, overloads or damages any Service Line; or
 - (ii) do anything which interferes with, or prevents, the Community Association performing its Functions in connection with a Private Service.
- (b) Each Subsidiary Body must:
 - (i) immediately notify the Community Association of any damage to or the defective operation of a Private Service or a Service Line

DP270385

Shearwater Estate

providing a Private Service immediately it becomes aware of the damage or defect;

- (ii) comply with all directions of the Community Association in connection with the provision of the Private Service and the use of, and the connection to, the Private Service Lines; and
- (iii) subject to section 60 of the Management Act, permit the Community Association and every person authorised by it to enter its Subsidiary Body Lot at all reasonable times on reasonable notice (except in the case of an emergency when no notice is required) to inspect, maintain, repair, renew, replace or increase the capacity of a Service Line providing a Private Service.

19.3 Obligations on Owners

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

19.4 Responsibility for maintenance, repairs and replacement

- (a) The Community Association is responsible for servicing, maintaining, repairing and replacing those Service Lines in the Estate in connection with the water reticulation services and the sewer reticulation services, except for the house service lines in the Lots in connection with those services which are the responsibility of the owner of the relevant Lot.

- (b) The Community Association is responsible for servicing, maintaining, repairing and replacing those Service Lines in the Estate in connection with the provision of low voltage electricity.

20. INSURANCE

20.1 Obligations on Community Association

The Community Association must take out any insurance required under the Management Act including policies:

- (a) to cover any building or structure on or in the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;
- (b) under relevant workers compensation legislation;
- (c) to cover damage to the Community Property and for death and bodily injury for which the Community Association may become liable in damages for an amount of not less than \$20 million;
- (d) against damages for which the Community Association may become liable because of work done by a voluntary worker;
- (e) to cover accidental injury to, or accidental death of, a voluntary worker;
- (f) against office bearers liability; and
- (g) against the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by special resolution to insure.

20.2 Obligation to renew

The Community Association must review, on an annual basis:

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

20.3 Notice of Annual General Meeting

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

20.4 Increase in risk

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

- (a) effect new insurances; or

- (b) vary or extend existing insurances.

20.5 Written Approval of Community Association

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

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

21. EXECUTIVE COMMITTEE

21.1 Constitution

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

21.2 Functions of the Secretary

The Functions of the secretary of the Executive Committee include:

- (a) convening meetings of the Community Association and the Executive Committee;
- (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
- (c) on behalf of the Community Association and the Executive Committee, giving a notice required to be given under the Management Act;
- (d) maintaining the Community Association roll;
- (e) supplying certificates setting out details of insurances, contributions and other matters under clause 2 of schedule 4 to the Management Act;
- (f) answering communications addressed to the Community Association or the Executive Committee;
- (g) performing administrative or secretarial Functions on behalf of the Community Association and the Executive Committee; and
- (h) keeping records under part 3 of schedule 1 to the Management Act.

21.3 Functions of the treasurer

The Functions of the treasurer of the Executive Committee include:

- (a) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions;

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

21.4 Function of the chairperson

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

21.5 Sub-committees

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

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

21.6 No remuneration

A member of the Executive Committee:

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

21.7 Protection of Executive Committee members from liability

- (a) A member of the Executive Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee.
- (b) By-law 21.7(a) does not apply if a member is fraudulent or negligent other than negligence where the member acted in good faith.

DP270385

Shearwater Estate

22. MEETINGS

22.1 Meetings

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

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

22.2 Right of Owner to attend meetings

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

22.3 Meeting at Request of Members

- (a) At the request of not less than one third of the members of the Executive Committee, the secretary must convene a meeting.
- (b) Subject to by-law 22.3(a), the secretary must convene the meeting within the period of time specified in the request.
- (c) The members must give the secretary more than 7 days to convene the meeting.
- (d) If no time is specified in the request, then the secretary must convene the meeting within 14 days receiving the request.
- (e) If the secretary is absent, a member of the Executive Committee must convene the meeting in accordance with by-law 22.3(d).

22.4 Out of meeting determinations

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

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

- (c) the resolution has been approved in writing by a majority of members of the Executive Committee.

22.5 Notices and minutes of meetings

- (a) If the Community Association has placed a notice board on Community Property, then the Executive Committee complies with this by-law if the Executive Committee ensures that the agenda, notice and minutes are placed on the notice board.
- (b) At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:
- (i) notify members of the Community Association of the meeting including details of the meeting; and
 - (ii) provide each member of the Community Association and each member of the Executive Committee with a copy of the agenda for the meeting.
- (c) The agenda must list the business that the Executive Committee will deal with at the meeting.
- (d) The secretary must ensure that:
- (i) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting; and
 - (ii) that the following are properly kept:
 - agendas and minutes of meetings of the Executive Committee;
 - records of decisions of the Executive Committee; and
 - records of notices.
- (e) If the secretary is absent, the chair must ensure the Executive Committee complies with by-law 22.5(d).

23. CONTRIBUTIONS

- (a) An Owner must pay:
- (i) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and
 - (ii) on demand, any Costs of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under the by-laws in relation to the Owner.

DP270385

Shearwater Estate

- (b) If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under s79 of the Management Act.
- (c) Nothing in this by-law prevents the Community Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.
- (d) A certificate signed by the Community Association, its Managing Agent or the secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence:
 - (i) the amount; or
 - (ii) any other fact stated in that certificate.

PART 4 – OPTIONAL MATTERS

24. OBLIGATIONS ON OWNERS

24.1 Dealings with Community Property

(a) Owners must:

- (i) compensate the Community Association for any damage to the Community Property or personal property vested in the Community Association caused by them or any of their invitees;
- (ii) ensure their children and the children of their visitors:
 - are accompanied by a responsible adult if they are playing within the bounds of Community Property; and
 - unless accompanied by a responsible adult, do not enter areas of Community Property that are likely to be dangerous to children.

(b) Owners must not:

- (i) without the prior written consent of the Community Association, interfere with the operation of, or modify, any equipment installed in the Community Property;
- (ii) without the prior written consent of the Community Association, interfere with Community Property or remove any article from Community Property placed there by direction or authority of the Community Association;
- (iii) bring or permit to enter, any heavy article onto the Estate which might cause structural damage to Community Property;
- (iv) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose; or
- (v) damage any lawn, plant tree or garden situated on or within Community property.

24.2 Behaviour and responsibility when on Community Property

(a) Owners must:

- (i) do all that is necessary not to break any Law when on Community Property;
- (ii) ensure their invitees:

DP270385

Shearwater Estate

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

(b) Owners must not:

- (i) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Community Property;
- (ii) behave in a manner likely to cause offence or embarrassment to the Owner of another Lot or to any person lawfully using Community Property;
- (iii) obstruct the lawful use of Community Property by any person;
- (iv) leave anything on, or throw anything onto Community Property; or
- (v) do anything which is illegal while on Community Property.

24.3 Occupation and use of Lots

(a) Owners must:

- (i) do all that is necessary not to break any law on their Lot;
- (ii) at their own expense, comply with all laws affecting their Lot relating to the use and occupation of their Lot;
- (iii) at their own expense, comply with the requirements, orders and notice of all Authorities affecting their Lot or relating to the use and occupation of their Lot;
- (iv) obtain the consent of the Community Association if the Owner wishes to operate or allow to operate any device or electronic equipment on the Lot which interferes, or is likely to interfere, with any domestic appliance lawfully in use in the Estate or another Lot;
- (v) notify the Community association if they carry out or intend to carry out commercial operations on their Lot;
- (vi) on request by the Community Association, give the Community Association a copy of any consents they hold in connection with the use of, or activities on, their Lot; and
- (vii) comply with the Architectural and Landscaping Code to the extent it relates to their Lot.

DP270385

Shearwater Estate

- (b) Owners must not:
- (i) engage in any illegal conduct or activity;
 - (ii) do anything that might damage the good reputation of the Community Scheme;
 - (iii) erect a Sign or Signs on any part of their Lot, other than one "For Sale" sign with a surface area less than 182.88 x 121.92 centimetres;
 - (iv) store on their Lot building materials, surplus excavated materials, waste, rubbish or firewood visible from any other Lot or a public road; or
 - (v) conduct an occupation on their Lot which involves:
 - registration under the *Factories, Shops and Industries Act 1962*;
 - the employment of persons other than the residents of the Lot;
 - interference with the amenity of other Lots or Owners by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise;
 - the display of goods, whether in a window or otherwise;
 - the sale of items (whether goods or materials) or the exposure or offer for sale of items, by retail; or
 - prostitution.

24.4 Compliance with notice

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

24.5 Contractors

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

24.6 Permitted Persons

- (a) Owners must take all reasonable steps to ensure that a Permitted Person complies with these by-laws.
- (b) If an Owner cannot comply with by-law 24.6(a), that Owner must:

DP270385

Shearwater Estate

- (i) withdraw the consent of the person to be on or remain on, the Estate; and
- (ii) request that person to immediately leave the Estate.
- (c) If the by-laws prohibit an Owner from doing a thing, the Owner must not allow or cause another person to do that thing.
- (d) Owners must ensure a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner of another Lot or any other Permitted Person.

24.7 Lessees/licensees

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

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

24.8 Things done at Owner's Cost

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

24.9 Communications with Community Association

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

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

25. OBLIGATIONS ON SUBSIDIARY BODIES

25.1 Dealings with Community Property

- (a) Subsidiary Bodies must compensate the Community Association for any damage to the Community Property or personal property vested in the Community Association caused by them or any of their invitees.
- (b) Subsidiary Bodies must not:
 - (i) without the prior written consent of the Community Association, interfere with the operation of, or modify, any equipment installed in the Community Property;

DP270385

Shearwater Estate

- (ii) without the prior written consent of the Community Association, interfere with Community Property or remove any article from Community Property placed there by direction or authority of the Community Association;
- (iii) bring or permit to enter, any heavy article onto the Estate which might cause structural damage to Community Property;
- (iv) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose; or
- (v) damage any lawn, plant tree or garden situated on or within Community property.

25.2 Compliance with notice

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

25.3 Communications with Community Association

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

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

26. ANIMALS AND PETS

~~26.1 Permitted~~

- ~~(a) Up to 2 dogs and 2 birds are permitted to be kept on a Lot. This by-law must be read in conjunction with by-law 26.2.~~
- ~~(b) All dogs must be registered with the appropriate Authority.~~

26.2 Prohibited

The following animals are not permitted to visit or be kept on any Lot or on any part of the Estate:

- (a) cats of any kind;
- (b) any dog that is not registered with the appropriate Authority;
- (c) any dog which is declared dangerous under the *Dog Act 1996 (NSW)*;
- ~~(d) any dog declared by the Executive Committee to be a prohibited dog (the provisions of this by-law are not retrospective); and~~

AMENDMENT TO MANAGEMENT STATEMENT
AB385856 EXISTING BY-LAW 26 REPEALED AND
REPLACED WITH NEW BY-LAW 26 SEE ANNEXURE
"B"

DP270385

Shearwater Estate

~~(e) any of the following;~~

- pit bull terrier;
- American pit bull terrier;
- dogo argentinoe;
- fila brasileiros;
- japanese tosa
- any cross breed of the above; or
- any dog which the Australian Government prohibits from importation into Australia.

26.3 General Rules

- (a) Dogs on a Lot must be contained within a fenced compound and at night must be kept within the dwelling on the Lot Burdened.
- (b) Fenced compounds are permitted only behind the main building on a Lot.
- (c) If requested by the Community Association on reasonable grounds Owners must, in relation to any animal owned or in the care of that Owner:
 - (i) clean up all excrement or refuse left upon Community Property or a Subsidiary Body Lot by an animal; and
 - (ii) make good, or bear the cost of making good, any damage to Community Property by an animal.
- (d) Dogs must be on a leash when on Community Property or on a Subsidiary Body Lot.

27. VEHICLES AND PARKING

27.1 Restrictions on parking

- (a) Subject to by-law 27.1(b), vehicles must not be parked on any part of the Estate.
- (b) An Owner may park motor vehicles:
 - (i) in a garage or driveway on that Owner's Lot; or
 - (ii) in an area on the Estate designated by the Community Association as being an area where a motor vehicle may be parked.

- (c) An Owner may only park either in a garage on that Owner's Lot or at the rear of the Owner's Lot provided there is no visibility from another Lot or a public road any of the following:
 - (i) boat;
 - (ii) trailer; and
 - (iii) caravan.
- (d) An Owner must not park a vehicle on the verge of a Lot, being the area between the building line of a Lot and the back of a kerb.

27.2 Restrictions on vehicles

- (a) Notwithstanding the provisions of by-law 27.1(b), any vehicle with a gross weight over 3 tonnes may not be brought onto, garaged, parked or otherwise allow to remain on the Estate. The provisions for this by-law do not apply to any vehicle used in connection with delivering or taking delivery of, goods or waste material to or from the Estate.
- (b) Unregistered vehicles, parts of vehicles, vehicle bodies awaiting repair or restoration (whether registered or not) may not be located on any part of the Estate unless they are housed within a totally enclosed garage and in such a way as not to be visible from any other Lot or public road.

27.3 Repairs

Repairs to vehicles must not be undertaken on any part of the Estate.

28. COMMUNITY ASSOCIATION'S RIGHTS

28.1 Manner of exercising a Function

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

28.2 Contracts

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

DP270385

Shearwater Estate

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

28.3 Remedy against an Owner

- (a) The Community Association may do anything on a Lot or in connection with a Lot which should have been done by an Owner under this Management Statement or under any Rules made by the Community Association but which has not been done, or has not been done properly.
- (b) If by-law 28.3(a) applies then the Community Association is entitled to:
 - (i) enter and remain on the Lot for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover any Costs under this Management Statement from the Owner of the Lot.
- (c) The Community Association may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Community Association, such interest to be payable on demand and calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Community Association's principal bankers on overdraft accommodation in excess of \$100,000.00.

28.4 Remedy against a Subsidiary Body

- (a) The Community Association may do anything on a Subsidiary Body Lot or in connection with a Subsidiary Body Lot which should have been done by a Subsidiary Body under this Management Statement or under any rules made by the Community Association but which has not been done, or has not been done properly.
- (b) If by-law 28.4(a) applies then the Community Association is entitled to:
 - (i) enter and remain on the Subsidiary Body Lot for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover any Costs under this Management Statement from the Subsidiary Body.

DP270385

Shearwater Estate

- (c) The Community Association may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Community Association, such interest to be payable on demand and calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Community Association's principal bankers on overdraft accommodation in excess of \$100,000.00.

28.5 Trading activities

- (a) The Community Association may, for the purpose of exercising and performing its Functions, carry on a business or trading activity.
- (b) If the Community Association carries on a business or trading activity, then the Community Association:
 - (i) must pay into the either the administrative fund or the sinking fund of the Community Association at its election income derived by the Community Association from its business or trading activities;
 - (ii) must estimate how much money the Community Association will need to credit to the sinking fund of the Community Association;
 - (iii) must levy each member for a contribution to meet expenses associated with the Community Association carrying on a business or trading activities; and
 - (iv) may distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with clause 17 of schedule 1 to the Management Act.
- (c) If the Community Association suffers a net loss from carrying on a business or trading activities, then the Community Association must impose a levy on each member for a contribution in order to meet the amount of the net loss.

28.6 Not liable for damage

- (a) The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.
- (b) By-law 28.6(a) does not apply if the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

28.7 Rules

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

29. WATER MANAGEMENT FACILITIES

29.1 Obligations of Community Association

In carrying out its responsibilities in connection with operating, maintaining and repairing those parts of Community Property comprising the Water Management Facilities, the Community Association must:

- (a) establish a programme for the ongoing maintenance, repair, maintenance and renewal of the Water Management Facilities;
- (b) for that purpose engage a suitably qualified contractor or consultant to prepare a suitable Water Management Facilities Manual for the Community Association to adopt; and
- (c) adopt and follow the procedures in the Water Management Facilities Manual.

30. BUSHLAND MANAGEMENT

30.1 Obligations of Community Association

- (a) The Community Association must:
 - (i) establish a programme for the ongoing maintenance, landscaping and preservation of the bushland in the Estate;
 - (ii) for that purpose engage a suitably qualified contractor or consultant to prepare a suitable Bushland Maintenance Manual for the Community Association to adopt; and
 - (iii) adopt and follow the procedures in the Bushland Maintenance Manual.
- (b) The Bushland Maintenance Manual must include a programme for the ongoing maintenance, landscaping and preservation of the bushland in the

Estate and must address the following activities (this list is not exhaustive):

- (i) regular weeding activities;
- (ii) appropriate landscaping treatment of revegetation areas;
- (iii) maintenance of plantings;
- (iv) regular inspections of the health of plantings;
- (v) replacement of failed plantings; and
- (vi) maintenance of erosion controls.

30.2 When obligations of Community Association commence

The obligations of the Community Association under by-law 30.1 commence on the day which is 24 months from the date of registration of the Community Plan.

31. BUSH FIRE MANAGEMENT

31.1 Obligations of Community Association

The Community Association must:

- (a) establish a programme for the ongoing maintenance and management of the Asset Protection Zones;
- (b) arrange for the preparation of a Fuel/Landscape Management Plan for the management of the Asset Protection Zones;
- (c) for that purpose engage a suitably qualified contractor or consultant to prepare the Fuel/Landscape Management Plan for the Community Association; and
- (d) follow and adopt the procedures in the Fuel/Landscape Management Plan.

PART 5 – BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

By-laws 32 and 33 are required by the Council and may only be amended with the written consent of the Council.

32. PUBLIC ACCESS

32.1 Access

The public is permitted:

- (a) access to and use of those parts of Community Property which are identified as Open Access Ways; and
- (b) access over the Open Access Ways to and from the surrounding Council bushland areas,

subject to the following conditions:

- (c) the public must comply with the reasonable directions of the Community Association;
- (d) the public must comply with the requirements of all Authorities from time to time in connection with the Estate;
- (e) the public must not cause any nuisance or disturbance to Owners or Occupiers any tenant or licensee of any Owner or Occupier; and
- (f) the public may not be entitled to access at any time the Estate is required to be closed by operation of law.

33. OCCUPATION OF DWELLINGS AND COMPLETION OF CONTRACTS

33.1 Definitions

For the purposes of this by-law:

- (a) “Accredited Certifier” means accredited certifier appointed by the Original Proprietor in connection with the carrying out of the Local Works in each Residential Building Stage.
- (b) “Compliance Certificate” means a compliance certificate issued under section 109 C (1)(a) of the *Environmental Planning and Assessment Act 1979 (NSW)*.
- (c) “Dwelling” means the house constructed on a Community Development Lot.
- (d) “Local Works” in connection with a Residential Building Stage means the sealing of the Access Ways in that Residential Building Stage, the

DP270385

Shearwater Estate

planting of street trees in that Residential Building Stage and the installation of the footpaths to the Access Ways in that Residential Building Stage.

- (e) "Residential Building Stage" means each of Residential Building Stage One, Residential Building Stage Two, Residential Building Stage Three and Residential Building Stage Four.
- (f) "Residential Building Stage One" comprises Community Development Lots 2 to 58 (inclusive).
- (g) "Residential Building Stage Two" comprises Community Development Lots 65 to 110 (inclusive).
- (h) "Residential Building Stage Three" comprises Community Development Lots 111 to 161 (inclusive).
- (i) "Residential Building Stage Four" comprises Community Development Lots 162 to 187 (inclusive).
- (j) "Stage One Subdivision Plan" is the Community Plan, comprising lot 1 (being Community Property), Community Development Lots 2 to 58, Community Development Lot 59 (to be subdivided by the Stage Two Subdivision Plan), lot 60 (to be dedicated as public reserve) and Community Development Lots 61, 62, 63 and 64 (to be dedicated as public reserve on registration of the Stage Two Subdivision Plan).
- (k) "Stage Two Subdivision Plan" is the community plan of subdivision of Community Development Lot 59, subdividing the balance of the Site remaining after registration of the Stage One Subdivision Plan.
- (l) "Subdivision Certificate" means a certificate issued under Division 3 of Part 23 of the *Conveyancing Act 1919 (NSW)*.

33.2 Occupation of Dwellings

- (a) In respect of each Dwelling in Residential Building Stage One, the Owner of the Community Development Lot on which the Dwelling is erected must not occupy the Dwelling and must not permit any other person to occupy the Dwelling until the Local Works in connection with that Residential Building Stage are completed and a Subdivision Certificate for the Stage Two Subdivision Plan has issued.
- (b) In respect of each Dwelling in Residential Building Stages Two, Three and Four, the Owner of the Community Development Lot on which the Dwelling is erected must not occupy the Dwelling and must not permit any other person to occupy the Dwelling until the Local Works in connection with that Residential Building Stage are completed and a Subdivision Certificate for the Stage Two Subdivision Plan has issued.

33.3 Completion of contracts for the purchase of Community Development Lots

- (a) In respect of each Community Development Lot in Residential Building Stage One, the Original Proprietor and a purchaser under a contract with the Original Proprietor for the sale to the purchaser of the Community Development Lot may not complete the contract until the Local Works in connection with the Residential Building Stage are completed and a Subdivision Certificate for the Stage Two Subdivision Plan has issued. This by-law 33.3 (a) does not apply to a contract between the Original Proprietor and a Related Corporation.
- (b) In respect of each Community Development Lot in each of Residential Building Stages Two, Three and Four, the Original Proprietor and a purchaser under a contract with the Original Proprietor for the sale to the purchaser of the Community Development Lot may not complete the contract until the Local Works in connection with that Residential Building Stage are completed and a Subdivision Certificate for the Stage Two Subdivision Plan has issued. This by-law 33.3 (b) does not apply to a contract between the Original Proprietor and a Related Corporation.

33.4 Local Works

The Local Works in a Residential Building Stage will be deemed to be completed when the Accredited Certifier certifies to the Original Proprietor that the Local Works in the Residential Building Stage are completed or the Accredited Certifier issues a Compliance Certificate in connection with the Local Works in that Residential Building Stage (or issues a Compliance Certificate in connection with works that include the Local Works).

By-law 34 is required by the EnergyAustralia and may only be amended with the written consent of EnergyAustralia.

34. STREET LIGHTING

34.1 Definitions

In this by-law 34 unless the context requires a different meaning:

- (a) "lamp" means those items of Community Facilities comprising the street lamps and includes the standard for the lamp, the bracket, the reflector, the electric light bulbs, the fittings and all other appurtenances and fittings necessary so as to make the lamp complete and when electricity is turned on, light giving.
- (b) "person" shall include public or corporate bodies as well as individuals.
- (c) "prescribed land" means the Community Property, Neighbourhood Property and Common Property contained in the Community Scheme.
- (d) "Works" means those items belonging to EnergyAustralia in connection with the supply of electricity in the Estate including the meters and the

DP270385

Shearwater Estate

Services Lines for the supply of high voltage electricity, but do not include the lamps or the Service Lines for low voltage electricity which are the property and responsibility of the Community Association.

34.2 Obligations and rights of EnergyAustralia

- (a) EnergyAustralia shall not be liable to the Community Association or to any other person or persons whomsoever for any costs, damages, claims, demands or expenses arising out of or connected in any way with the failure or otherwise of any lamp at any time whatsoever whether such failure was due to the act, default, omission or negligence of EnergyAustralia or any of its employees, agents or contractors.
- (b) EnergyAustralia is not responsible in any way for the supply, maintenance, repair and replacement of the lamps.

34.3 Obligations and rights of the Community Association

- (a) The Community Association shall pay to EnergyAustralia for electricity supplied to light the lamps in accordance with the rates, charges or allowances charged by EnergyAustralia from time to time.
- (b) The Community Association must display on Community Property a sign or signs indicating:
 - (i) the Community Association is responsible for the repair and maintenance of the lamps; and
 - (ii) the Community Association and not EnergyAustralia must be contacted for repair and maintenance work in connection with the lamps.
- (c) After obtaining the consent of all relevant Authorities, the Community Association may at its own cost alter the position of any lamp.
- (d) After obtaining the consent of all relevant Authorities, the Community Association may at its own cost remove any lamp.
- (e) If the Community Association wishes to carry out any development on the prescribed land or alter any levels of the prescribed land which involves or interference with the Works causing expense to EnergyAustralia, before commencing any such development or alterations the Community Association must give EnergyAustralia at least 2 working days notice of its intention and reimburse EnergyAustralia any expense it may be put to in connection with that development or alterations including making good any damage to the then existing Works of EnergyAustralia caused or contributed to by such development or alteration.
- (f) The Community Association shall at all times permit EnergyAustralia, its servants and agents to enter the prescribed land to erect, maintain, repair or renew any Works and for purposes reasonably incidental to repairing and maintaining the Works.

- (g) The Community Association shall at all times permit EnergyAustralia to cut and trim tree branches and other growths and foliage which now or at any time hereafter may overhang or grow on the prescribed land and which in the opinion of EnergyAustralia is affecting or may affect the proper operation of the Works. The Community Association agrees with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may damage the Works and that if there is any such damage or interference the Community Association will forthwith pay the costs to EnergyAustralia of properly and completely repairing and making good all such damage.
- (h) The Community Association shall not hold EnergyAustralia responsible for any damage caused to any property of the Community Association where such damage arises solely from the authorised operation and maintenance activities of EnergyAustralia.

34.4 Miscellaneous

- (a) The lamps are the property of the Community Association.
- (b) The Community Association is responsible for the supply, maintenance, repair and replacement of the lamps.
- (c) This by-law in no way derogates or reduces the rights, powers, and authorities of EnergyAustralia at law or otherwise.

By-law 35 is required by Sydney Water Corporation and may only be amended with the written consent of Sydney Water Corporation.

35. SYDNEY WATER CORPORATION

35.1 No representation

The Community Association acknowledges and agrees:

- (a) the pipes, ducts and conduits installed in the Estate in connection with the sewer reticulation services and the water reticulation services provided to the Estate by Sydney Water Corporation are not the property of Sydney Water Corporation; and
- (b) Sydney Water Corporation makes no representation as to the suitability of the water related services or the water related services within the Estate.

35.2 Future services

Any request by the Community Association to Sydney Water Corporation for the extension of a Sydney Water Corporation water or sewer main to replace an existing main owned by the Community Association must:

- (a) be funded by the Community Association;

DP270385

Shearwater Estate

- (b) be constructed in accordance with the requirements of Sydney Water Corporation; and
- (c) have in place the appropriate easements required by Sydney Water Corporation.

AG858156
BY-LAW 36 ADDED
SEE ANNEXURE 'C'



28.11.2012

PART 6 – DICTIONARY

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

Access Ways	Open Access Ways and Private Access Ways.
Annual General Meeting	An annual general meeting of the Community Association other than the first annual general meeting.
Architectural and Landscaping Code	The architectural and landscaping code prescribed by the Community Association from time to time.
Asset Protection Zones	Those parts of Community Property comprising the asset protection zones as defined in NSW Rural Fire Service Publication, Planning for Bushfire Protection, 2001.
Authority	Any government, semi-government, statutory, public or other authority which has jurisdiction over the Estate and includes the Council.
Bushland Maintenance Manual	The manual prepared for and on behalf of the Community Association for the ongoing maintenance, landscaping and preservation of the bushland in the Estate.
Business Day	Any day that trading banks are open for business.
Claim	Includes any claim, demand, remedy, suit, injury, loss, Cost, liability, action, proceedings, right of action or claim for compensation.
Common Property	The common lot of a Strata Scheme.
Community Association	The corporation that: <ul style="list-style-type: none">(a) is constituted by s25 of the Development Act on registration of the Community Plan; and(b) is established as a community association by s5 of the Management Act.
Community Development Lot	A lot that is not: <ul style="list-style-type: none">(a) Community Property, a public reserve or a drainage reserve;(b) land that has become subject to a Subsidiary Scheme; or(c) severed from the Community Scheme.

Community Facilities	Those items which are constructed or to be constructed on Community Property. The expression includes the Water Management Facilities.
Community Parcel	The land the subject of the Community Scheme (also described as the Estate in this Management Statement).
Community Plan	Deposited plan number #.
Community Property	Lot 1 in the Community Plan and includes: <ul style="list-style-type: none">(a) the Community Facilities; and(b) all items constructed on, erected on or attached to Community Property.
Community Scheme	The community scheme constituted on registration of the Community Plan.
Community Schemes Board	The board established under the Community Titles Legislation.
Community Titles Legislation	The Development Act, the Management Act and related legislation.
Concept Plan	The plan of Community Property registered with the Community Plan.
Cost	Includes any cost, charge, expense, loss, liability or damage.
Council	Pittwater Council.
Development Act	<i>The Community Land Development Act 1989 (NSW)</i> and regulations made under it.
Development Activity	In connection with a Lot or a Subsidiary Body Lot: <ul style="list-style-type: none">(a) the erection of a building on the Lot or on the Subsidiary Body Lot;(b) any extension or addition to an existing building on the Lot or on the Subsidiary Body Lot;(c) the demolition of a building on the Lot or on the Subsidiary Body Lot; or(d) the subdivision of the Lot by any means, but excludes; <ul style="list-style-type: none">(e) Project Activities; and

DP270385

Shearwater Estate

- (f) the internal refurbishment to the Improvements on the Lot.

Development Control Plan 29	Development Control Plan 29 implemented by Pittwater Council.
Development Works	The works associated with a Development Activity.
Dwelling	The house constructed on a Community Lot.
Estate	The term used to describe the Community Parcel.
Executive Committee	The executive committee of the Community Association as constituted or elected under this Management Statement and the Management Act.
Fuel/Landscape Management Plan	The management plan prepared for and on behalf of the Community Association in connection with the management of the Asset Protection Zones.
Function	Includes a duty, right or obligation.
Garbage	Includes any refuse, recyclable material or waste.
General Meeting	An Annual General Meeting or a Special General Meeting of the Community Association.
Holding Company	Has the meaning given to it by the Corporations Act 2000.
Improvements	Includes any building, structure, addition, modification, external repairs (other than minor repairs to existing Improvements), landscaping, installation of new Services and alterations to or interference with existing Services. "Improvements" do not include any works which may be constructed or carried out without the consent of a consent authority or an accredited certifier.
Initial Period	Has the meaning given to it by the Community Titles Legislation.
Lot	A Community Development Lot, a Neighbourhood Lot or a Strata Lot.
Managing Agent	An agent appointed under s50 of the Management Act.
Management Act	<i>The Community Land Management Act 1989 (NSW)</i> and regulations made under it.
Management Statement	This community management statement registered with the Community Plan, as amended from time to time under the Community Titles Legislation.

DP270385

Shearwater Estate

Mortgagee	A mortgagee in possession of a Lot.
Neighbourhood Association	A neighbourhood association created on registration of a Neighbourhood Plan.
Neighbourhood Lot	(a) a Lot in a Neighbourhood Plan; but (b) does not include Neighbourhood Property, a public reserve or a drainage reserve.
Neighbourhood Plan	A neighbourhood plan that subdivides a Community Development Lot.
Neighbourhood Property	Lot 1 in a Neighbourhood Plan and includes all items constructed on, erected on or attached to Neighbourhood Property.
Neighbourhood Scheme	A neighbourhood scheme constituted on registration of a Neighbourhood Plan.
Occupier	An occupier of a Lot.
Open Access Way	That part of the Community Property which has been set apart as a means of access connecting part of the Community Parcel and a public road.
Ordinary Resolution	A resolution passed: (a) except on a poll – by a majority in number of the votes cast; and (b) on a poll – by a majority in value of the votes cast.
Original Proprietor	In relation to a Community Development Lot, means the registered proprietor in fee simple of the Community Development Lot at the time of registration of the Community Plan (which expression includes any receiver, manager or administrator of the Original Proprietor).
Owner	The registered proprietor of a Lot. In respect of each Lot the expression includes in all cases (unless inappropriate) the Tenant, Occupier and mortgagee in possession of the Lot.
Owners Corporation	An owners corporation created on registration of a Strata Plan.
Party	A party bound by this Management Statement.
Permitted Persons	A person on the Community Parcel with the express or implied consent of an Owner, the Community Association or a Subsidiary Body.

DP270385

Shearwater Estate

Private Service

A service which is provided, operated, maintained, repaired, renewed or replaced by the Community Association.

Private Access Way

That part of Community Property which is not an Open Access Way and which has been set apart as a means of private access connecting part of the Community Parcel and Open Access Way in the Community Parcel.

Project Activities

Any work which the Original Proprietor and all persons authorised by it must do to develop and subdivide the Estate including:

- (a) releasing obsolete covenants, easements and restrictions;
- (b) installing Services;
- (c) construction of Improvements;
- (d) carrying out works and construction activities;
- (e) developing the Estate in stages;
- (f) construction of the Community Facilities;
- (g) the subdivision of land forming part of the Community Parcel by any means;
- (h) any form of work which the Original Proprietor, in its absolute discretion, considers is necessary or desirable; and
- (i) the exercise of any right or discretion given to the Original Proprietor under this Management Statement.

Related Corporation

Means in relation to the Original Proprietor, another company that is either a Holding Company or Subsidiary Company of the Original Proprietor, or a corporation that shares the same Holding Company.

Rules

The rules of the Community Association the subject of by-law 28.7.

Security Services

Services by any means for the prevention of any threat to the security or safety of:

- (a) an Owner; or
- (b) any Subsidiary Body Lot or Lot.

DP270385

Shearwater Estate

Service	<p>The following:</p> <ul style="list-style-type: none">(a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;(b) the provision of sewage and drainage;(c) transmission by telephone, radio, television, satellite or other means;(d) Security Services; and(e) any other facility, supply or transmission.
Service Line	<p>A pipe, wire, cable, duct, conduit or pole by means of which a Service (including Private Services) is, or is to be, provided the, location of which may be illustrated in the Services Plan.</p>
Service Provider	<p>A body that provides a Service.</p>
Services Plan	<p>The diagram showing the private Services and statutory Services registered with the Community Plan.</p>
Sign	<p>Includes any sign, placard, advertisement, board, writing, plate, signal, illumination, banner, insignia or notice.</p>
Site	<p>The land subdivided by the Community Plan (and subsequently the Second Stage Plan of Subdivision) being the land in folio identifier 100/1061665.</p>
Special General Meeting	<p>A meeting of the Community Association that is not an Annual General Meeting.</p>
Special Resolution	<p>Has the meaning given to it by the Community Titles Legislation.</p>
Strata Lot	<p>A lot in a Strata Plan.</p>
Strata Plan	<p>A strata plan that subdivides a Community Development Lot.</p>
Strata Scheme	<p>A strata scheme constituted on registration of a Strata Plan.</p>
Subsidiary Body	<p>A Neighbourhood Association or an Owners Corporation.</p>
Subsidiary Body Lot	<p>The Neighbourhood Property in a Neighbourhood Scheme or the Common Property in a Strata Scheme.</p>
Subsidiary Company	<p>Has the meaning given to it by the Corporations Act 2000.</p>

DP270385

Shearwater Estate

Subsidiary Plan	A Neighbourhood Plan or Strata Plan that subdivides a Community Development Lot.
Subsidiary Scheme	A Neighbourhood Scheme or a Strata Scheme.
Tenant	The lessee, sublessee or under lessee of a Lot.
Unanimous Resolution	A resolution passed at a duly convened general meeting of the Community Association without a vote being cast against it.
Walkways	Those parts of Community Property comprising the walkways.
Water Management Facilities	Those parts of Community Property comprising the water management facilities including the water quality control pond, the growth pollutant traps, the bio retention swales and the flood storage basin.
Water Management Facilities Manual	The manual prepared for and on behalf of the Community Association in connection with the maintenance of the Water Management Facilities.

DP270385

Shearwater Estate

PART 7 – INTERPRETATION

- (a) In this Management Statement unless the context indicates a contrary intention -
- (i) words denoting any gender include all genders;
 - (ii) the singular number includes the plural and vice versa;
 - (iii) references to any legislation includes any legislation which amends or replaces that legislation;
 - (iv) a person includes their executors, administrators, successors, substitutes and assigns;
 - (v) a person includes companies and corporations and vice versa;
 - (vi) except in the dictionary, headings do not affect the interpretation of this Management Statement;
 - (vii) words in italics provide an explanation or example of the intended operation of the particular clause in question and may be used to resolve any dispute about that clause;
 - (viii) amounts of money are expressed in Australian dollars unless otherwise expressly stated;
 - (ix) a reference to a document includes any variation or replacement of it;
 - (x) a reference to any thing includes the whole or each part of it; and
 - (xi) the defined terms in Schedule 1 have the meaning given them in that schedule except where the context otherwise requires.
- (b) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.
- (c) If the whole or any part of a provision of a by-law is void, unenforceable or illegal:
- (i) it is severed; and
 - (ii) the remainder of the by-laws have full force and effect.
- (d) This clause (d) has no effect if the severance alters the basic nature of the by-laws or is contrary to public policy.
- (e) Words and expressions not defined in this Management Statement have the meaning given to them by the Community Titles Legislation.

DP270385

- (f) A person must make an application for approval of the Community Association or the Executive Committee under this Management Statement in writing.
- (g) Subject to an express provision in the by-laws, the Community Association and the Executive Committee may in their absolute discretion:
 - (i) give approval conditionally or unconditionally; or
 - (ii) withhold approval.

DP270385

SIGNATURES, CONSENTS AND APPROVALS

Registered proprietor

THE COMMON SEAL of Clarendon Residential Communities Pty Ltd was affixed in accordance with its constitution in the presence of:



Signature of director

CHRISTINE BARNES

Name

Signature of director/secretary

John V Sidoti

Name

Mortgagee

Executed by BBWS Finance Pty Ltd
ACN 088 757 804 in accordance with
section 127(1) of the Corporations Act 2001:

Director

BRUCE DOUGLAS PORTER

Name of Director

Director/Secretary

SARAH ELIZABETH ZANON

Name of Director/Secretary

Certificate of approval

Dated at Sydney this 5 th Day of MARCH 2003	
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)	
signed by its Attorney STEVEN TOKIC	
who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388	
Signed in the presence of	(Signature)
NICO WEBER	
(Print Name)	
BANK OFFICER	
(Title)	

Pittwater Council certifies that:

- (a) It has approved the development described in Development Application No: NO785/02
- (b) The terms and conditions of this Management Statement are consistent with that development as approved.

Dated this 1st day of March 2004

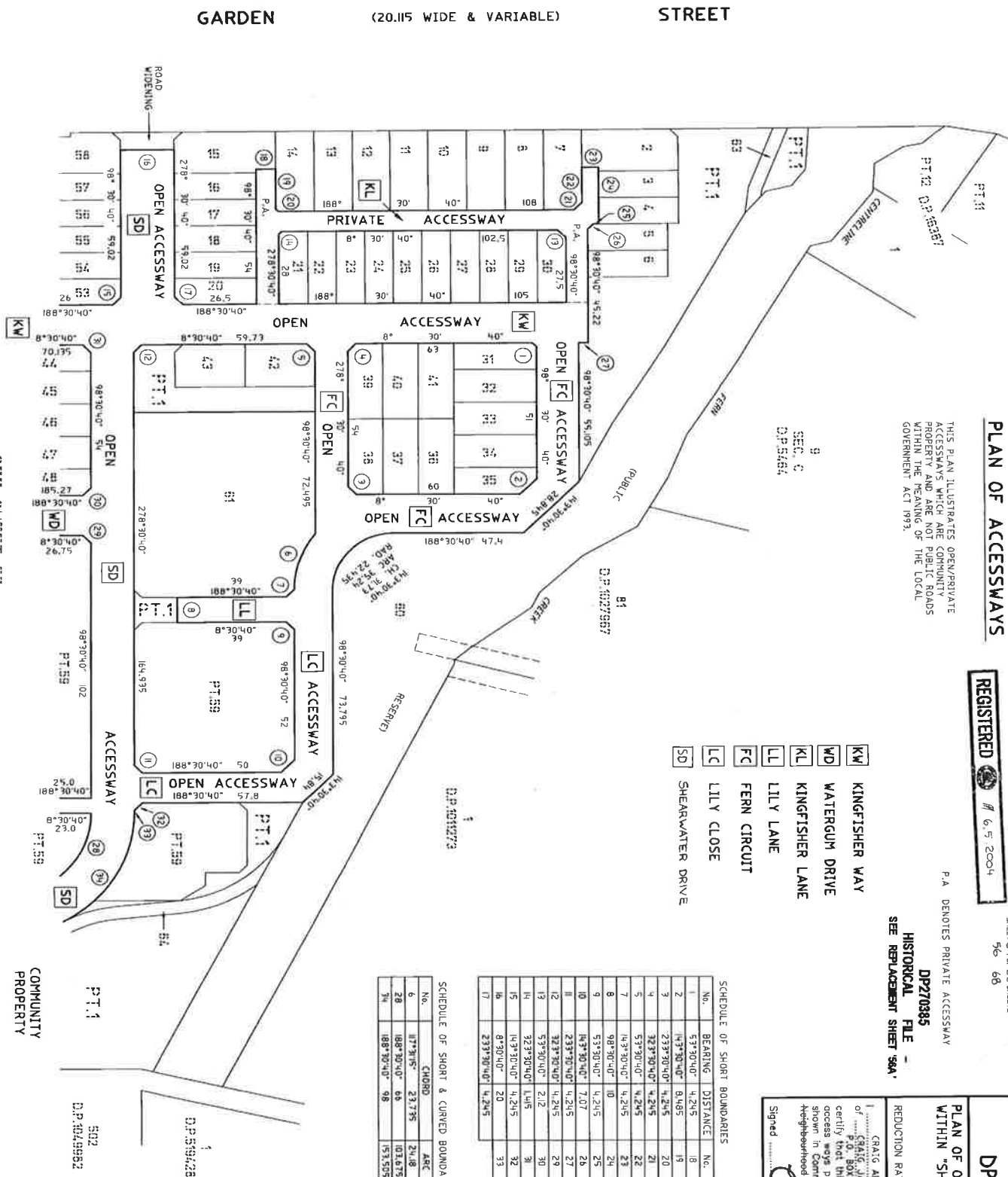
Signed on behalf of Pittwater Council

STEVE RAWE

PUBLIC OFFICER

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY NSW





No.	CHORD	ARC	RADIUS
6	$117^{\circ}31'5''$ 23.795	24.18	36.435
28	$188^{\circ}30'40''$ 66	103.675	33
34	$188^{\circ}30'40''$ 98	153.505	49

SCHEDULE OF SHORT BORONATES					
No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1	$14^{\circ}30'00''$	4.245	18	$8^{\circ}30'00''$	7
2	$14^{\circ}30'00''$	4.165	19	$8^{\circ}30'00''$	16
3	$23^{\circ}30'00''$	4.245	20	$23^{\circ}30'00''$	14.5
4	$32^{\circ}30'00''$	4.245	21	$14^{\circ}30'00''$	4.245
5	$51^{\circ}30'00''$	4.245	22	$46^{\circ}30'00''$	13.6
6	$14^{\circ}30'00''$	4.245	23	$108^{\circ}30'00''$	6.08
7	$98^{\circ}30'00''$	10	24	$108^{\circ}30'00''$	22.65
8	$53^{\circ}30'00''$	4.245	25	$8^{\circ}30'00''$	1.955
9	$32^{\circ}30'00''$	7.07	26	$32^{\circ}30'00''$	2.99
10	$14^{\circ}30'00''$	4.245	27	$108^{\circ}30'00''$	3.5
11	$23^{\circ}30'00''$	4.245	28	$14^{\circ}30'00''$	4.245
12	$32^{\circ}30'00''$	4.245	29	$14^{\circ}30'00''$	4.245
13	$53^{\circ}30'00''$	2.2	30	$53^{\circ}30'00''$	4.245
14	$32^{\circ}30'00''$	4.165	31	$14^{\circ}30'00''$	4.245
15	$14^{\circ}30'00''$	4.245	32	$14^{\circ}30'00''$	1.055
16	$8^{\circ}30'00''$	20	33	$46^{\circ}30'00''$	
17	$23^{\circ}30'00''$	4.245			

CAV ALPHARD JAMES Surveyor
CRAIG JAMES & ASSOCIATES
P.O. BOX 4298, BROOKVALE NSW 2000
certify that this is a plan of the service-~~holding~~
access ways provided for the development
shown in Community / Street /
Neighbourhood Plan No. _____
Signed _____

PLAN OF OPEN ACCESSWAY
WITHIN "SHEARWATER"

REDUCTION RATIO 1:1000 DATE: 06/02/2004

NOTES PRIVATE ACCESSWAY
DP270385
HISTORICAL FILE -
SEE REPLACEMENT SHEET '56A

DP270385

MANAGEMENT STATEMENT

56 68

REGISTERED  M 6.5.2004

PLAN OF ACCESSWAYS

THIS PLAN ILLUSTRATES OPEN/PRIVATE ACCESSWAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE LOCAL GOVERNMENT ACT 1993.

PLAN OF ACCESSWAYS

THIS PLAN ILLUSTRATES OPEN/PRIVATE ACCESSWAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE LOCAL GOVERNMENT ACT 1993.

P.A. DENOTES PRIVATE ACCESSWAY

MANAGEMENT STATEMENT

SHEET 56A OF 68 SHEETS

DP 270385

MANAGEMENT STATEMENT

REPLACEMENT SHEET 56A

PLAN OF OPEN ACCESSWAYS WITHIN "SHEARWATER"

REDUCTION RATIO 1:1000 DATE: 30/04/2004

CRAIG ARTHUR JACOBS
of CRAIG JACOBS & ASSOCIATES
P.O. BOX 4249, BROOKVALE NSW 2000
certify that this is a plan of the scheme within/ access ways provided for the development shown in Community Plan No. 270385.
Neighbourhood Plan No. 270385
Signed: [Signature] Date: 30/04/2004

REGISTERED 29/11/2004

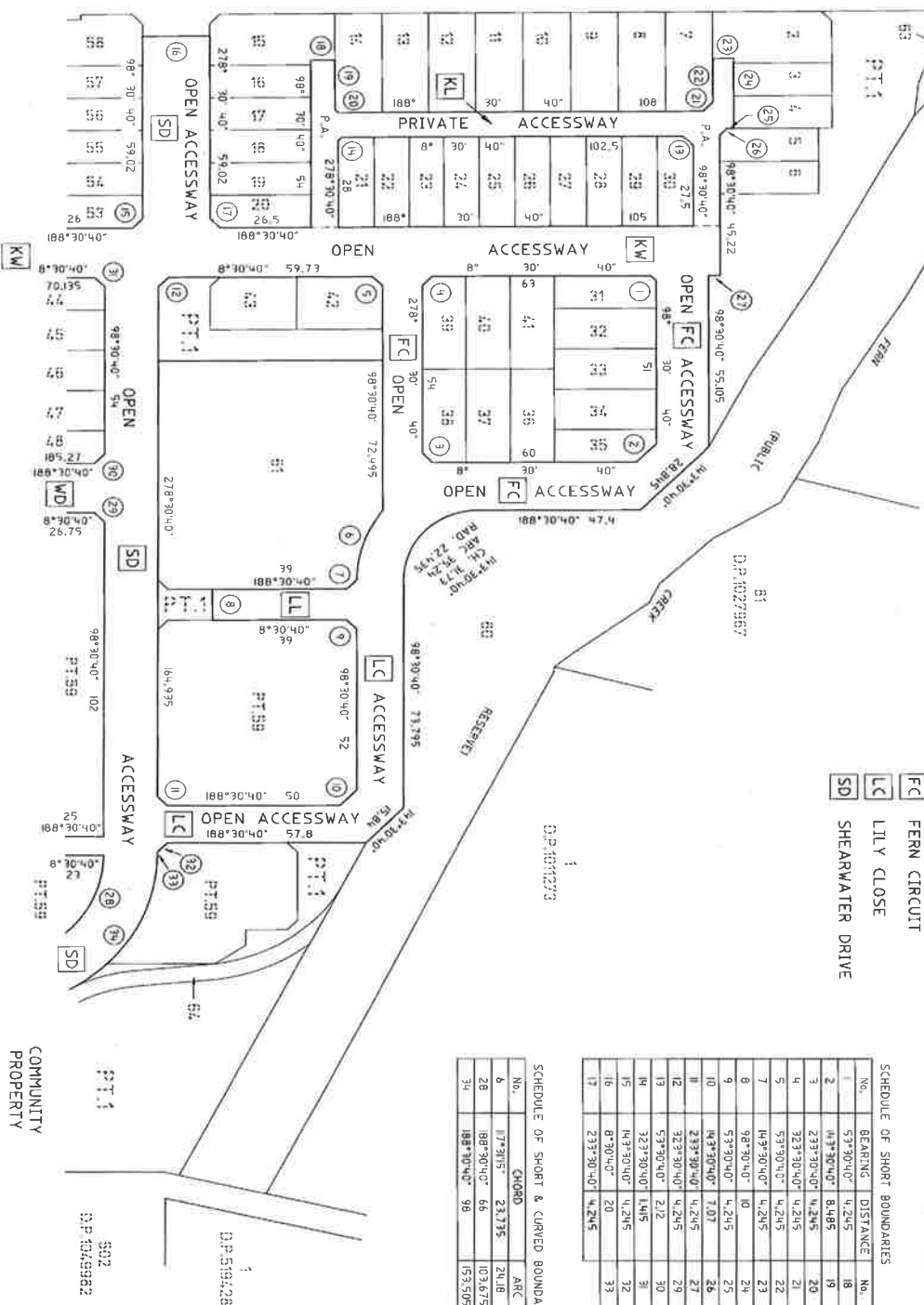
- KW KINGFISHER WAY
- WD WATERGUM DRIVE
- KL KINGFISHER LANE
- LL LILLY LAKE
- FC FERN CIRCUIT
- LC LILLY CLOSE
- SD SHEARWATER DRIVE

SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1	53°30'40"	4.245	18	8°30'40"	7
2	14°30'40"	8.485	19	98°30'40"	16
3	233°30'40"	4.245	20	233°30'40"	14.15
4	323°30'40"	4.245	21	14°30'40"	4.245
5	53°30'40"	4.245	22	98°30'40"	13.48
6	14°30'40"	4.245	23	188°30'40"	6.08
7	98°30'40"	4.245	24	98°30'40"	22.625
8	98°30'40"	4.245	25	8°30'40"	1.965
9	53°30'40"	7.07	26	323°30'40"	2.99
10	233°30'40"	4.245	27	188°30'40"	1.5
11	323°30'40"	4.245	28	53°30'40"	4.245
12	53°30'40"	2.12	29	14°30'40"	4.245
13	323°30'40"	14.15	30	14°30'40"	4.245
14	14°30'40"	4.245	31	14°30'40"	4.245
15	14°30'40"	4.245	32	14°30'40"	4.245
16	8°30'40"	20	33	98°30'40"	10.65
17	233°30'40"	4.245			

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	CHORD	ARC RADIUS
6	17°30'5"	23.775
20	188°30'40"	66
34	188°30'40"	98



SEE SHEET 57A

SURVEYOR'S REFERENCE: 3347/02

- KM KINGFISHER WAY
 SD SHEARWATER DRIVE
 WD WATERGUM DRIVE
 GL GARDEN LANE
 LC LILY CLOSE
 GP GARDEN PLACE

PLAN OF ACCESSWAYS

THIS PLAN ILLUSTRATES OPEN/PRIVATE ACCESSWAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE LOCAL GOVERNMENT ACT 1993.

P.A. DENOTES PRIVATE ACCESSWAY

REGISTERED 1:6,5,200+

DP270385
HISTORICAL FILE
SEE REPLACEMENT SHEET 57A

MANAGEMENT STATEMENT

SHEET 55 OF 68 SHEETS
57 68

DP270385

PLAN OF OPEN ACCESSWAY
WITHIN "SHEARWATER"

REDUCTION RATIO: 1:1000 DATE: 06/02/2004

CRAG ARIAN JAMES
of CRAG ARIAN JAMES & ASSOCIATES, Surveyor
certify that this is a true and correct plan of the
access ways provided for the development
shown in Community / Precinct / Neighbourhood Plan No.

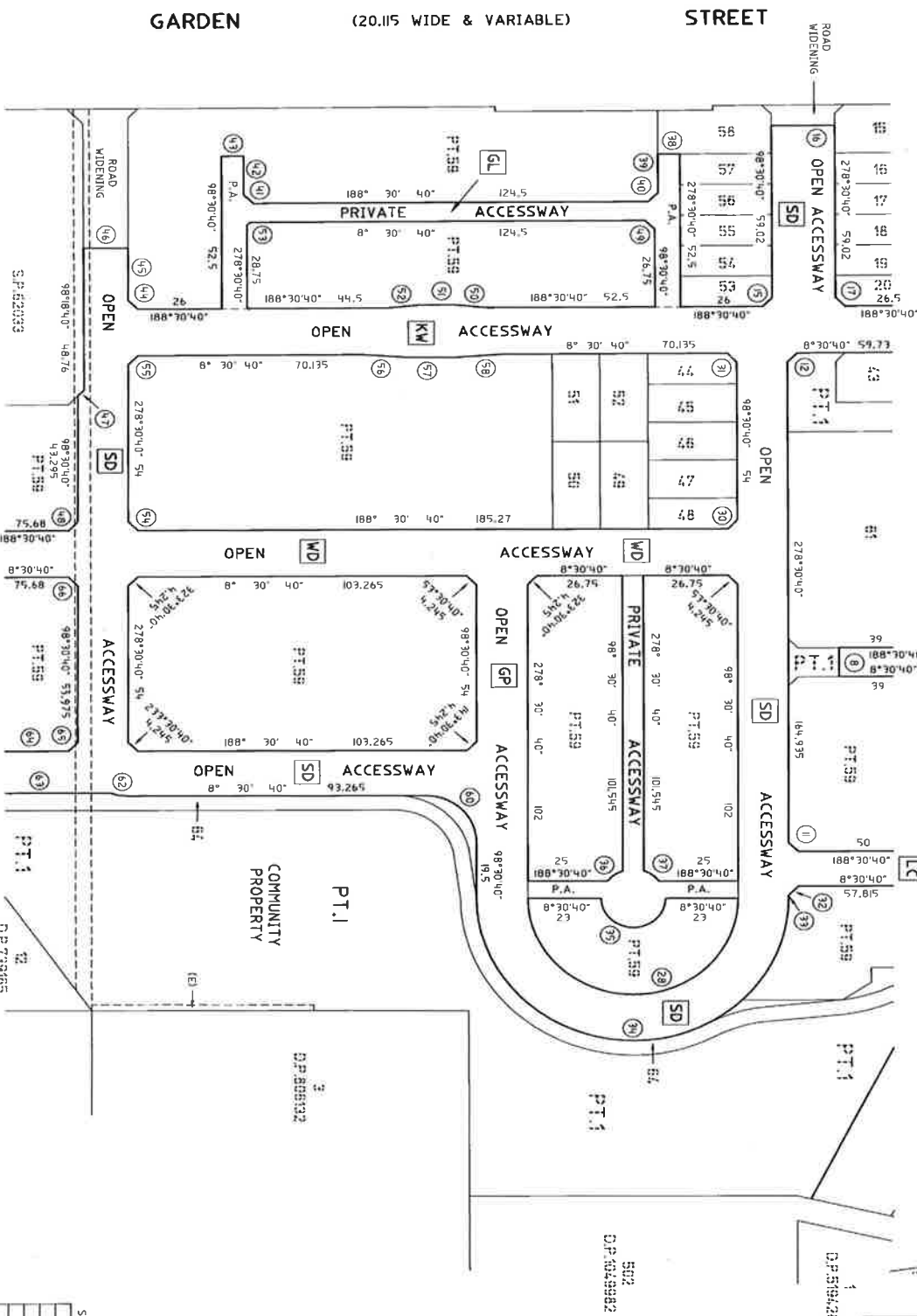
Signed: *C. Arias*

SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE
1	98°30'40" - 10	
2	233°30'40" - 4.245	
3	323°30'40" - 4.245	
4	143°30'40" - 4.245	
5	87°30'40" - 20	
6	233°30'40" - 4.245	
7	323°30'40" - 4.245	
8	53°30'40" - 4.245	
9	98°30'40" - 10.5	
10	98°30'40" - 13.25	
11	233°30'40" - 4.245	
12	233°30'40" - 13.25	
13	87°30'40" - 7	
14	233°30'40" - 4.245	
15	233°30'40" - 18	
16	188°30'40" - 14.24	
17	323°30'40" - 2.74	
18	143°30'40" - 4.245	
19	53°30'40" - 4.245	
20	193°30'40" - 10.55	
21	188°30'40" - 10.55	
22	187°04'15" - 10.55	
23	323°30'40" - 14.5	
24	323°30'40" - 4.245	
25	126°30'40" - 5.035	
26	87°30'40" - 5	
27	143°30'40" - 5.035	
28	188°30'40" - 4.105	
29	323°30'40" - 4.245	
30	233°30'40" - 4.245	
31	193°30'40" - 5.735	
32	193°30'40" - 5.735	
33	193°30'40" - 5.735	
34	193°30'40" - 5.735	
35	193°30'40" - 5.735	
36	193°30'40" - 5.735	
37	193°30'40" - 5.735	
38	193°30'40" - 5.735	
39	193°30'40" - 5.735	
40	193°30'40" - 5.735	
41	193°30'40" - 5.735	
42	193°30'40" - 5.735	
43	193°30'40" - 5.735	
44	193°30'40" - 5.735	
45	193°30'40" - 5.735	
46	193°30'40" - 5.735	
47	193°30'40" - 5.735	
48	193°30'40" - 5.735	
49	193°30'40" - 5.735	
50	193°30'40" - 5.735	
51	193°30'40" - 5.735	
52	193°30'40" - 5.735	
53	193°30'40" - 5.735	
54	193°30'40" - 5.735	
55	193°30'40" - 5.735	
56	193°30'40" - 5.735	
57	193°30'40" - 5.735	
58	193°30'40" - 5.735	
59	193°30'40" - 5.735	
60	193°30'40" - 5.735	
61	193°30'40" - 5.735	
62	193°30'40" - 5.735	

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	CHORD	ARC	RADIUS
28	188°30'40" - 6.5	0.1615	31
29	188°30'40" - 9.8	0.1515	48
30	188°30'40" - 20	0.142	10
31	332°28'50" - 5.875	5.865	10
32	332°28'50" - 5.875	5.865	10
33	332°28'50" - 5.875	5.865	10
34	332°28'50" - 5.875	5.865	10
35	332°28'50" - 5.875	5.865	10
36	332°28'50" - 5.875	5.865	10
37	332°28'50" - 5.875	5.865	10
38	332°28'50" - 5.875	5.865	10
39	332°28'50" - 5.875	5.865	10
40	332°28'50" - 5.875	5.865	10
41	332°28'50" - 5.875	5.865	10
42	332°28'50" - 5.875	5.865	10
43	332°28'50" - 5.875	5.865	10
44	332°28'50" - 5.875	5.865	10
45	332°28'50" - 5.875	5.865	10
46	332°28'50" - 5.875	5.865	10
47	332°28'50" - 5.875	5.865	10
48	332°28'50" - 5.875	5.865	10
49	332°28'50" - 5.875	5.865	10
50	332°28'50" - 5.875	5.865	10
51	332°28'50" - 5.875	5.865	10
52	332°28'50" - 5.875	5.865	10
53	332°28'50" - 5.875	5.865	10
54	332°28'50" - 5.875	5.865	10
55	332°28'50" - 5.875	5.865	10
56	332°28'50" - 5.875	5.865	10
57	332°28'50" - 5.875	5.865	10
58	332°28'50" - 5.875	5.865	10
59	332°28'50" - 5.875	5.865	10
60	332°28'50" - 5.875	5.865	10
61	332°28'50" - 5.875	5.865	10
62	332°28'50" - 5.875	5.865	10



SEE SHEET 56

SEE SHEET 56

S.P. 620333

D.P. 723165

D.P. 888332

D.P. 888332

D.P. 888332

D.P. 888332

D.P. 888332

PLAN OF ACCESSWAYS

THIS PLAN ILLUSTRATES OPEN/PRIVATE ACCESSWAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE LOCAL GOVERNMENT ACT 1993.

P.A. DENOTES PRIVATE ACCESSWAY

REGISTERED
29.11.2004

PLAN OF OPEN ACCESSWAY WITHIN 'SHEARWATER'

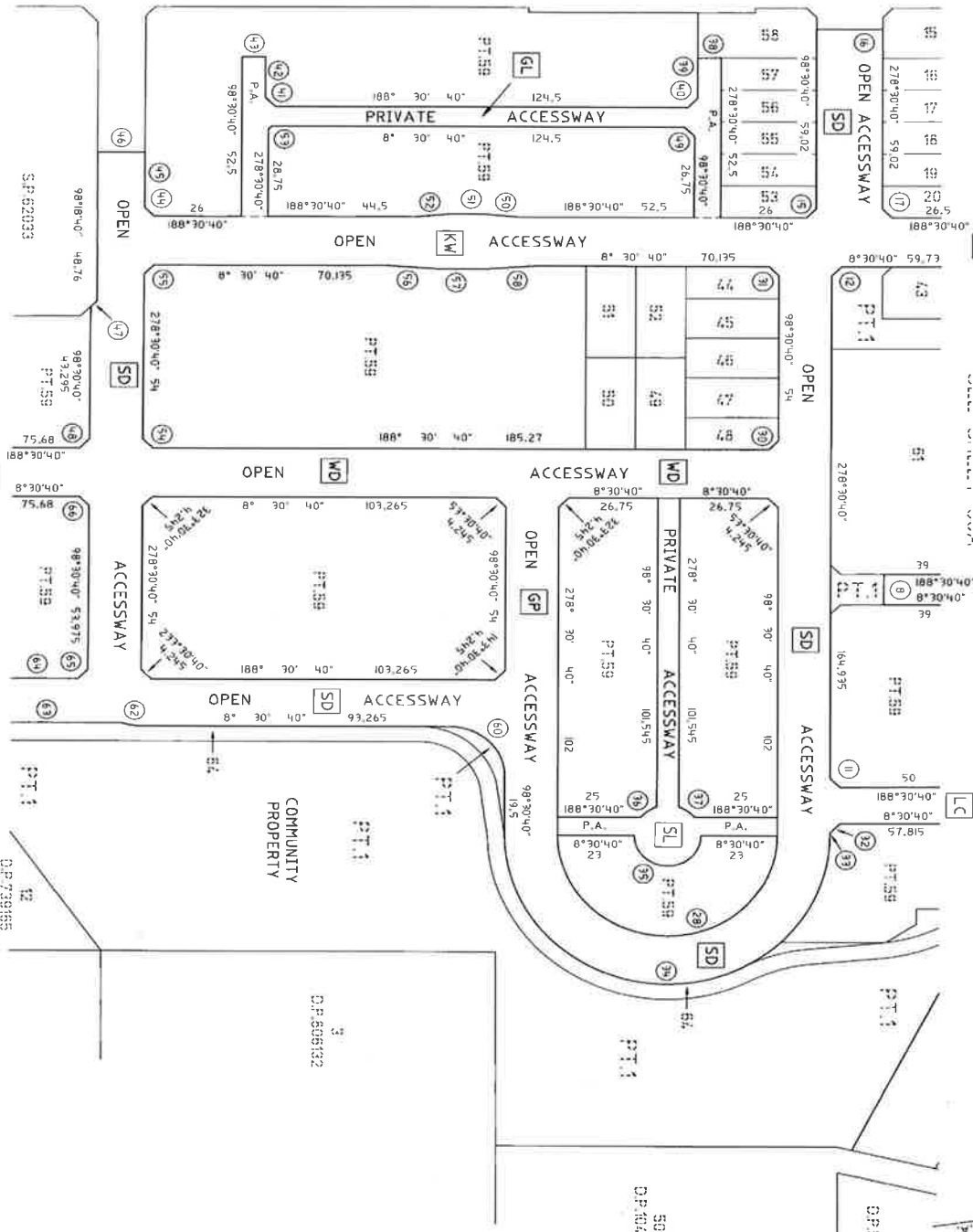
REDUCTION RATIO: 1:1000 DATE: 30/06/2004

CRAIG ARTHUR JACOBS
of CRAIG JACOBS & ASSOCIATES, Surveyors
P.O. BOX 4259, BROOKVALE NSW 2100,
certify that this is a plan of the service-works/
access ways provided for the development
shown in Community / District /
Neighbourhood Plan No. 270385

Signed: [Signature]
[Signature]

- KW KINGFISHER WAY
- SD SHEARWATER DRIVE
- WD WATERGUM DRIVE
- GL GARDEN LANE
- LC LILY CLOSE
- GP GARDEN PLACE
- SL SHEARWATER LANE

GARDEN (20.115 WIDE & VARIABLE) STREET



SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE
1	98°30'40"	10
2	233°30'40"	4.245
3	233°30'40"	4.245
4	233°30'40"	4.245
5	143°30'40"	4.245
6	8°30'40"	20
7	233°30'40"	4.245
8	143°30'40"	4.245
9	53°30'40"	4.245
10	233°30'40"	4.245
11	98°30'40"	13.25
12	233°30'40"	4.245
13	233°30'40"	13.25
14	8°30'40"	7
15	233°30'40"	4.245
16	233°30'40"	18
17	188°30'40"	14.24
18	32°30'40"	2.74
19	143°30'40"	4.245
20	53°30'40"	4.245
21	193°30'40"	10.55
22	188°30'40"	10.55
23	183°30'40"	10.55
24	233°30'40"	4.245
25	233°30'40"	4.245
26	12°30'40"	15.035
27	8°30'40"	15
28	143°30'40"	31.64
29	188°30'40"	35.145
30	233°30'40"	4.245
31	233°30'40"	4.245
32	233°30'40"	5.735
33	188°30'40"	5.735
34	188°30'40"	5.735
35	188°30'40"	5.735
36	188°30'40"	5.735
37	188°30'40"	5.735
38	188°30'40"	5.735
39	188°30'40"	5.735
40	188°30'40"	5.735
41	188°30'40"	5.735
42	188°30'40"	5.735
43	188°30'40"	5.735
44	188°30'40"	5.735
45	188°30'40"	5.735
46	188°30'40"	5.735
47	188°30'40"	5.735
48	188°30'40"	5.735
49	188°30'40"	5.735
50	188°30'40"	5.735
51	188°30'40"	5.735
52	188°30'40"	5.735
53	188°30'40"	5.735
54	188°30'40"	5.735
55	188°30'40"	5.735
56	188°30'40"	5.735
57	188°30'40"	5.735
58	188°30'40"	5.735
59	188°30'40"	5.735
60	188°30'40"	5.735
61	188°30'40"	5.735
62	188°30'40"	5.735
63	188°30'40"	5.735
64	188°30'40"	5.735
65	188°30'40"	5.735
66	188°30'40"	5.735

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	CHORD	ARC	RADIUS
28	188°30'40"	66	101.675
34	188°30'40"	98	153.505
35	188°30'40"	20	31.41
36	332°28'50"	5.875	5.365
37	143°32'30"	5.875	5.365
60	233°30'40"	22.625	25.135
62	188°30'40"	5.735	5.735

MANAGEMENT STATEMENT

SHEET 56 OF 66 SHEETS
56 66

DP270385
HISTORICAL FILE -
SEE REPLACEMENT SHEET '58A'

DP270385

PLAN OF OPEN ACCESSWAY
WITHIN 'SHEARWATER'

REDUCTION RATIO 1:1000 DATE: 06/02/2004

I, CRAIG JAMES JACQUES, Surveyor
of CRAIG JAMES JACQUES & ASSOCIATES,
P.O. BOX 4219, BROOKVALE NSW 2100
certify that this is a plan of the ~~service~~ ~~water~~ ~~access~~ ~~ways~~ provided for the development
shown in Community / ~~Freehold~~ / ~~Freehold~~ Plan No. ~~1/1000~~

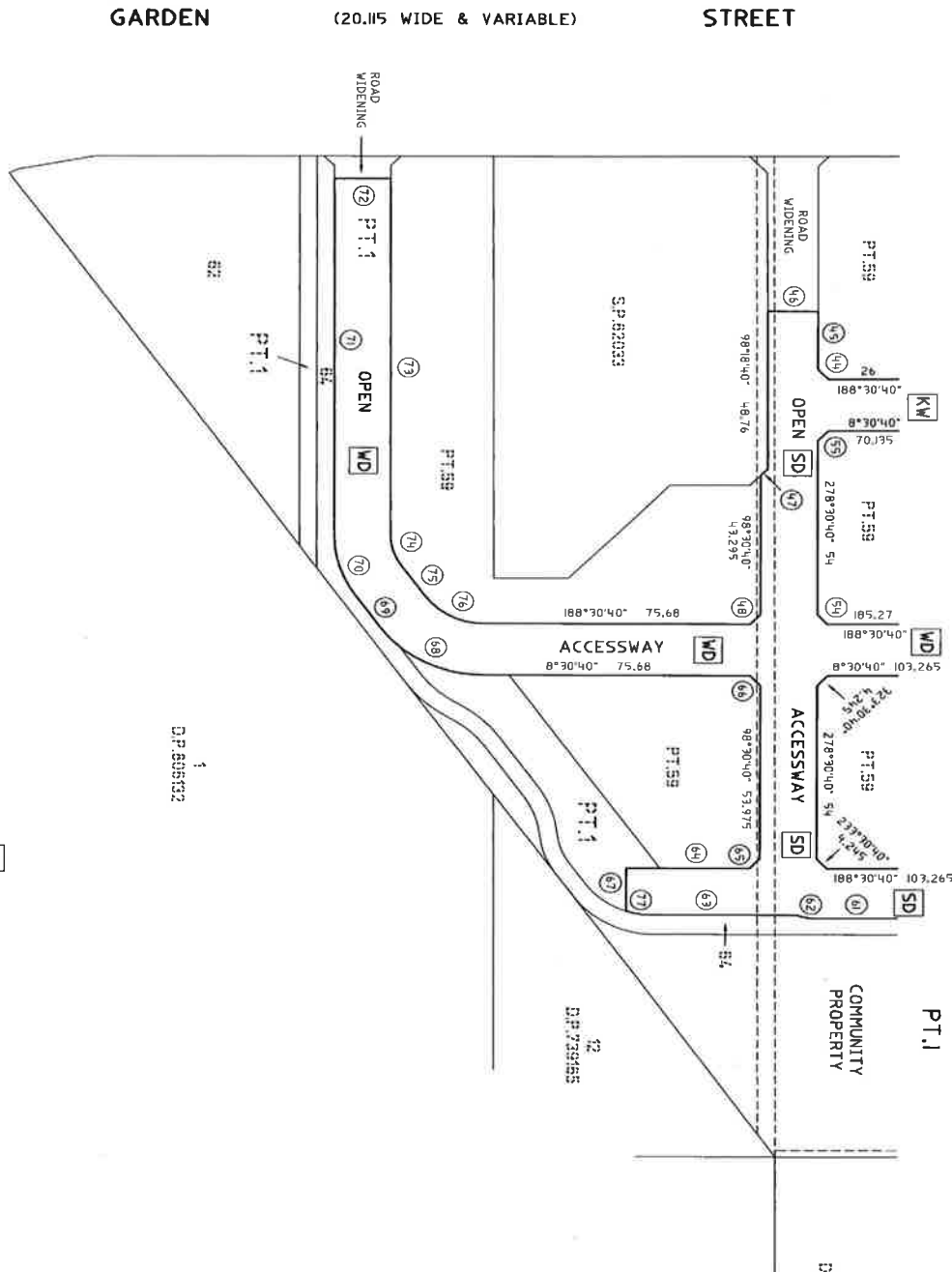
Signed *C. Jacques*

REGISTERED  M 6, 5, 2004

D.P. 8058132

SEE SHEET 57

THIS PLAN ILLUSTRATES OPEN/PRIVATE
ACCESSWAYS WHICH ARE COMMUNITY
PROPERTY AND ARE NOT PUBLIC ROADS
WITHIN THE MEANING OF THE LOCAL



SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE
44	23°30'40"	4.245
45	27°30'40"	18
46	188°30'40"	14.24
47	32°30'40"	2.74
48	14°30'40"	4.245
49	23°30'40"	4.245
50	32°30'40"	4.245
51	188°30'40"	93.265
52	188°30'40"	41.05
53	8°30'40"	35.45
54	32°30'40"	4.245
55	23°30'40"	4.245
56	27°30'40"	13.345
57	21°25'40"	11.91
58	21°25'40"	10.765
59	27°30'40"	10.765
60	8°30'40"	16
61	98°18'40"	10.71
62	82°58'10"	11.91

SCHEDULE OF CURVED BOUNDARIES

No.	CHORD	ARC	RADIUS
62	198°48'30"	5.735	16
63	25°44'30"	32.945	36
64	280°38'30"	19.425	32
65	80°38'15"	9.715	16
66	35°44'30"	18.3	20
67	197°23'20"	7.485	22.965

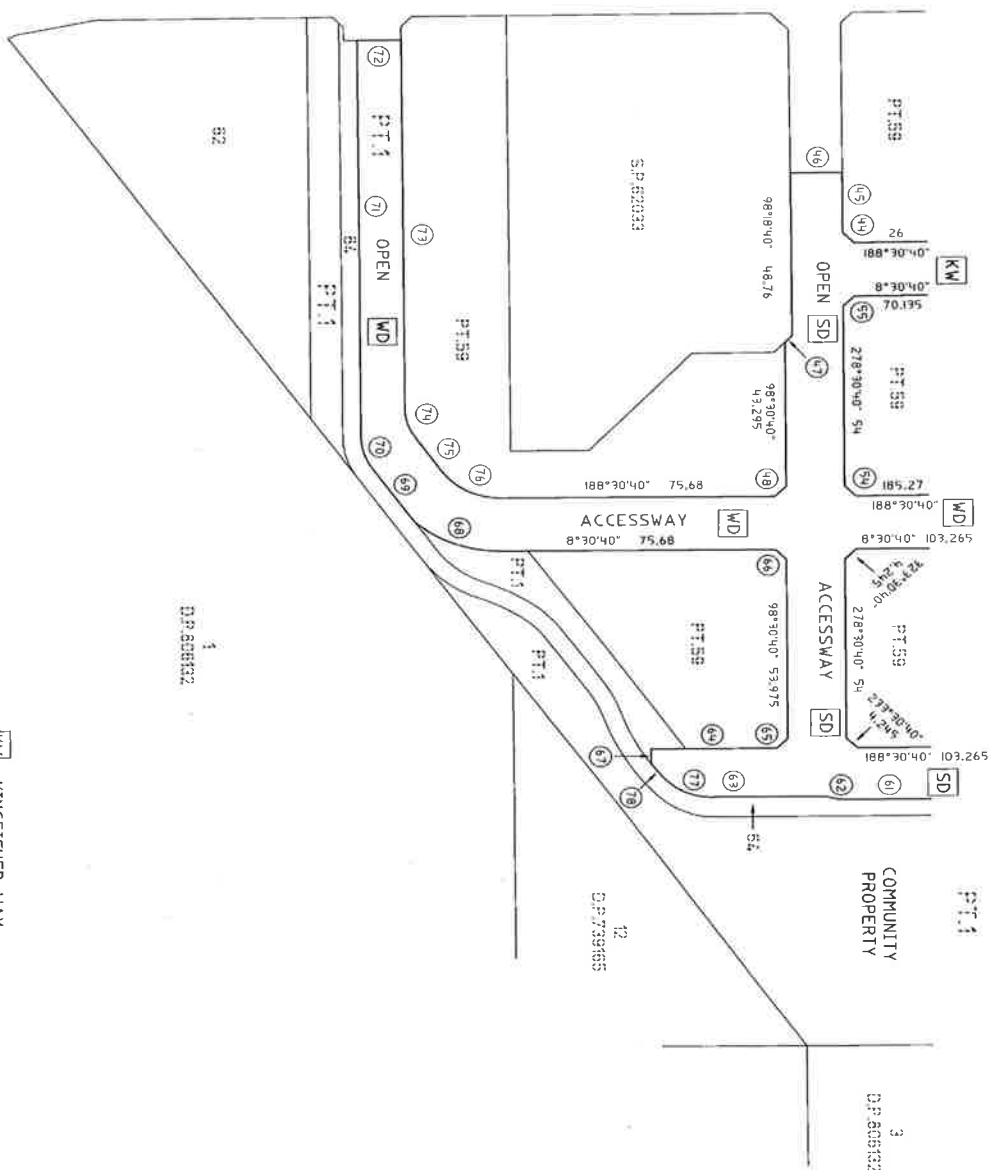
KW KINGFISHER WAY
SD SHEARWATER DRIVE
WD WATERGUM DRIVE

THIS PLAN ILLUSTRATES OPEN/PRIVATE ACCESSWAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROADWAYS WITHIN THE MEANING OF THE LOCAL GOVERNMENT ACT 1993.

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No.	BEARING	DISTANCE
1	23°30'-00"	4.245
2	218°30'-00"	18
3	168°30'-00"	14.261
4	32°30'-00"	2.191
5	164°30'-00"	4.245
6	32°30'-00"	4.245
7	23°30'-00"	4.245
8	168°30'-00"	31.265
9	168°30'-00"	9.1245
10	87°30'-00"	5.545
11	32°30'-00"	4.245
12	23°30'-00"	4.245
13	218°30'-00"	4.6
14	168°30'-00"	19.83
15	218°30'-00"	18.9
16	87°30'-00"	12.25
17	32°30'-00"	10.71
18	62°55'-00"	11.91

SCHEDULE OF SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
62	19°48'30"	5.735	16
68	206°58'40"	25.175	36
70	260°37'35"	10.635	16.25
74	80°38'15"	9.715	16
76	35°44'30"	18.3	20
77	20°46'55"	13.765	14.8
78	214°05'40"	6.325	55.71


SCHEDULE OF CURVED BOUNDARIES

DP 270385
MANAGEMENT STATEMENT
REPLACEMENT SHEET 894

PLAN OF OPEN ACCESSWAY
WITHIN "SHEARWATER"

REDUCTION RATIO 1:4000 DATE 30/06/2004

CRAIG ANDER & ASSOCIATES
Surveyors
P.O. BOX 9496, BROOKVALE NSW 2100
certify that this is a plain of the owner's works,
access ways provided for the development
shown in Community / Present /
Neighbourhood Plan No. 21085

Signed  Date 1 July 2004

AMENDMENTS MADE IN LPI AT SURVEYORS REQUEST

NOTE:

W WATER CONDUIT/MAIN (PRIVATE SERVICE)
 PW PROPOSED WATER CONDUIT/MAIN (PRIVATE SERVICE)
 THIS IS NOT A RECORD OF ALL SERVICES IN THE
 DEVELOPMENT.

MANAGEMENT STATEMENT

SHEET 57 OF 66 SHEETS
 59 68

HISTORICAL FILE

SEE REPLACEMENT SHEET 59A

DP270385

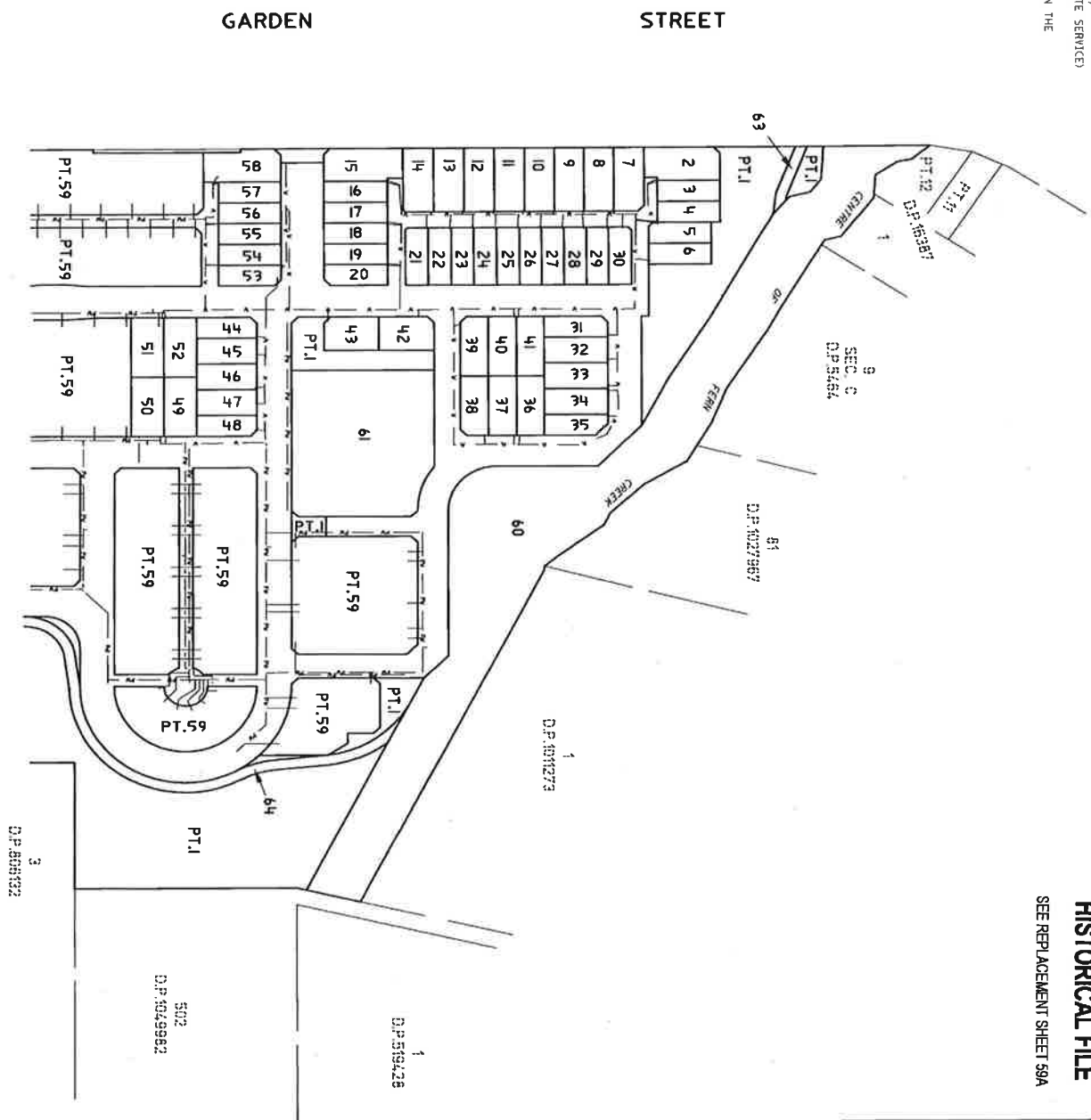
PLAN OF SERVICES WORK AS
 EXECUTED OR TO BE PROVIDED
 AT "SHEARWATER"

REDUCTION RATIO 1/500 DATE: 06/02/2004

CRAG, ARTHUR JAMES
 Surveyor
 of
 5010 ARTHUR JAMES ROAD, SUITE 200
 certify that this is a plan of the service works/
 access ways provided for the development
 shown in Community / District /
 Neighbourhood Plan No.

Signed


REGISTERED  11 6.5.2004



NOTE:
W WATER CONDUIT/RAIN (PRIVATE SERVICE)

THIS IS NOT A RECORD OF ALL SERVICES IN THE DEVELOPMENT.

MANAGEMENT STATEMENT
REPLACEMENT SHEET 59A OF 68 SHEETS

REPLACEMENT SHEET 59A
DP270385

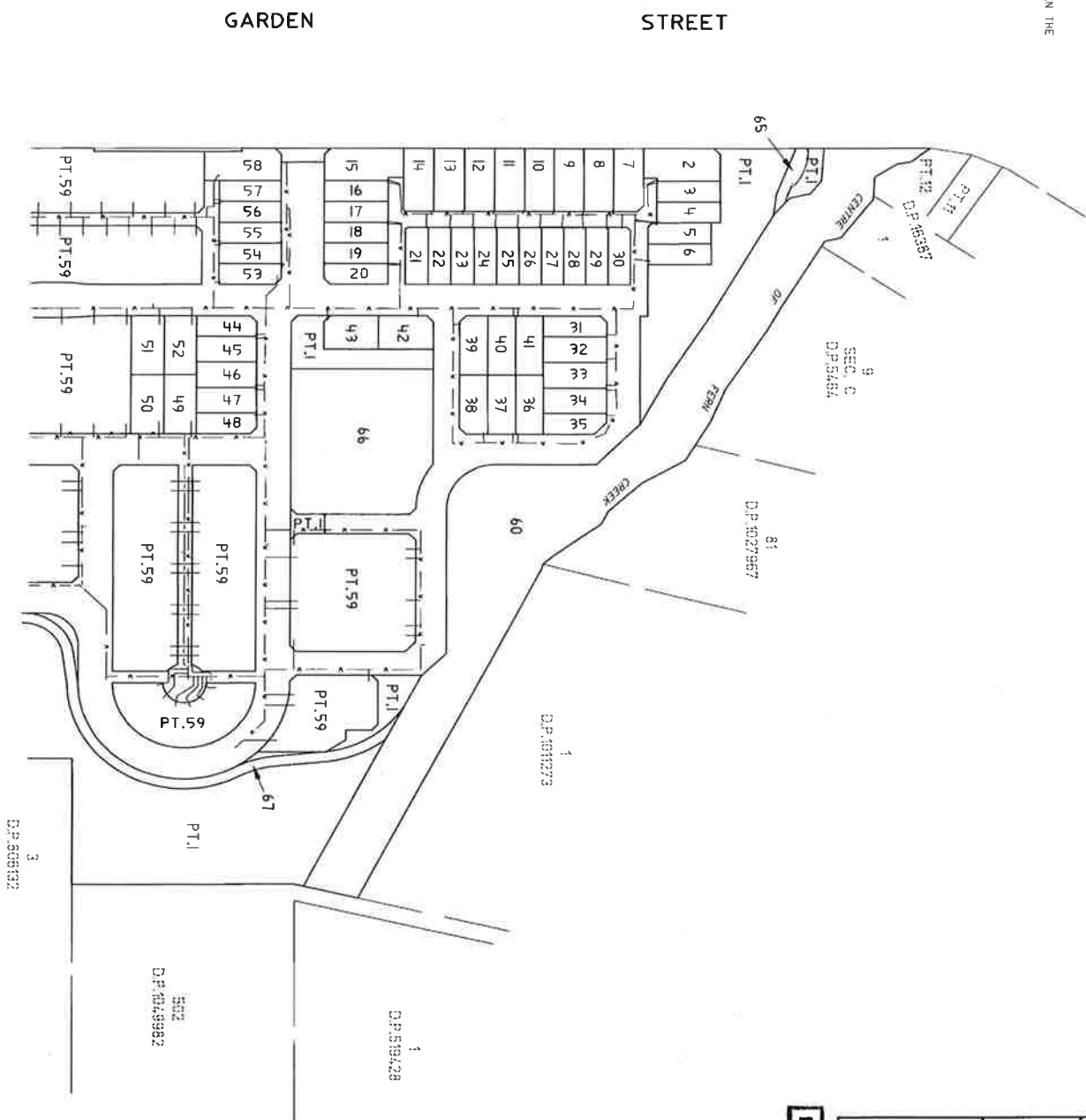
PLAN OF SERVICES WORK AS
EXECUTED AT 'SHEARWATER'

REDUCTION RATIO 1/500 DATE: 07/02/2005

I, DAVID STUTTGARTY, Surveyor
of STUTTGARTY & JONES PTY LTD
P.O. BOX 4249, BROOKVALE NSW 2100
certify that this is a plan of the service works/
sewerage works provided for the development
shown in Community Plan No. 270385.

Signed *David Stuttgarty*

REGISTERED 1 27-4-2005



MANAGEMENT STATEMENT

SHEET 58 OF 66 SHEETS
60 68

HISTORICAL FILE

SEE REPLACEMENT SHEET 80A

DP 62.55982

DP270385

PLAN OF SERVICES WORK AS
EXECUTED OR TO BE PROVIDED
AT 'SHEARMATER'

REDUCTION RATIO 1/500 DATE: 06/02/2004

OF ...
P.O. BOX 2249, BROOKLYN NSW 2000
certify that this plan is a true and correct copy of the service works/
shown in the plan / Precinct /
Neighbourhood Plan

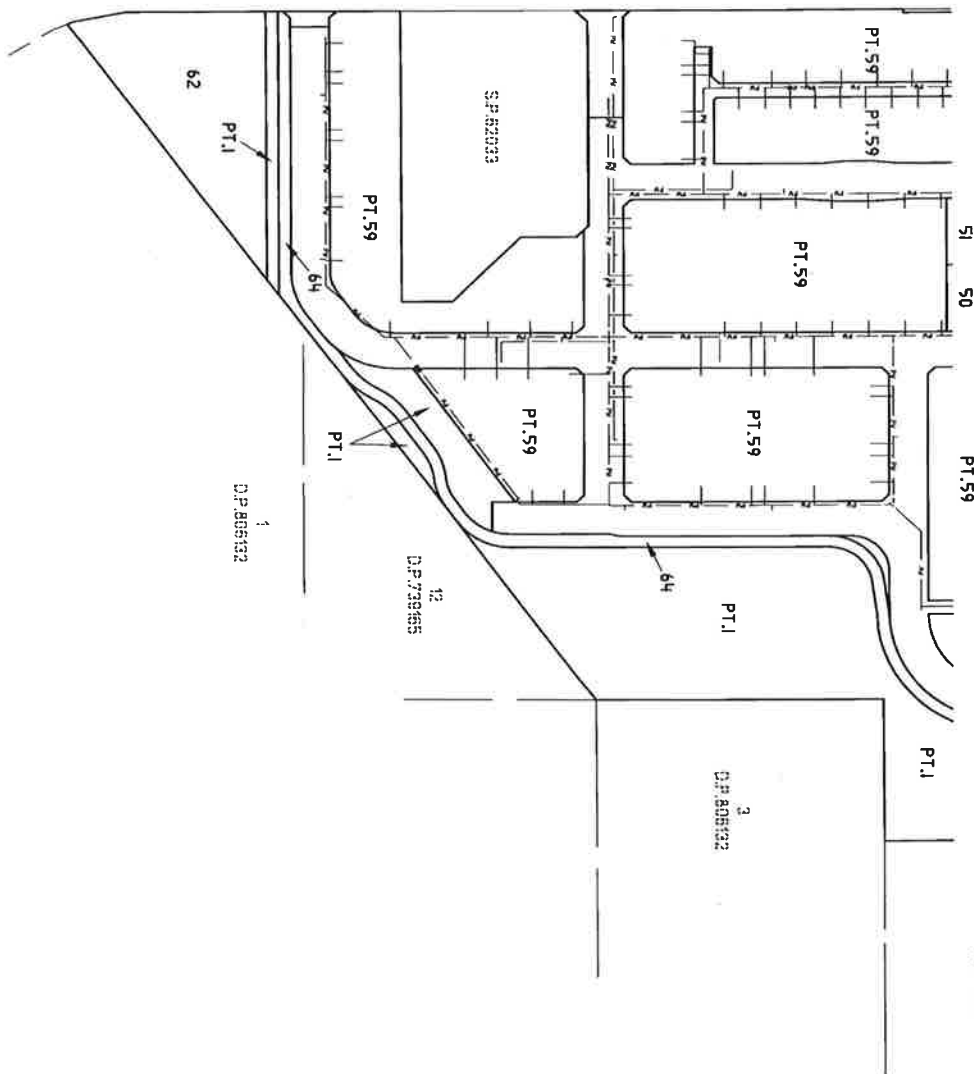
Signed

[Signature]

REGISTERED 6, 5, 2004



GARDEN STREET



NOTE:
W WATER CONDUIT/MAIN (PRIVATE SERVICE)
PW PROPOSED WATER CONDUIT/MAIN (PRIVATE SERVICE)
THIS IS NOT A RECORD OF ALL SERVICES IN THE
DEVELOPMENT.

MANAGEMENT STATEMENT
REPLACEMENT SHEET 60A OF 68 SHEETS

REPLACEMENT SHEET 60A
DP270385

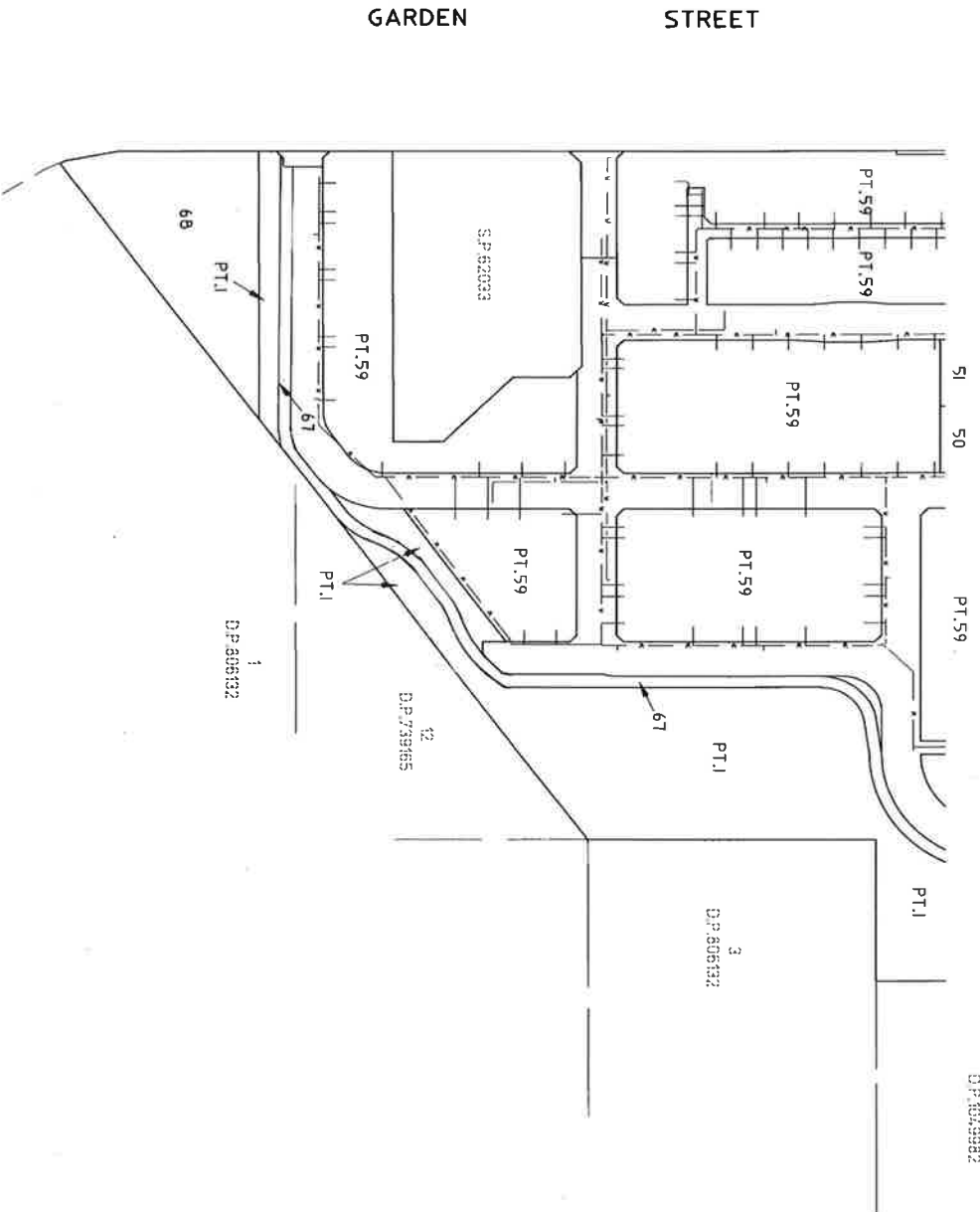
PLAN OF SERVICES WORK AS
EXECUTED AT "SHEARWATER"

REDUCTION RATIO: H1500 DATE: 07/02/2005

I, **DAVID STITCHBURY**, Surveyor
of **STITCHBURY JAMES PTY LTD**
P.O. BOX 4249, BROOKVALE NSW 2100
certify that this is a plan of the service works/
sewerage works provided for the development
shown in Community Plan No. 270385.

Signed *David Stichbury*

REGISTERED 1274-2005



NOTE:
W WATER CONDUIT/MAIN (PRIVATE SERVICE)

THIS IS NOT A RECORD OF ALL SERVICES IN THE
DEVELOPMENT.

HISTORICAL FILE

SEE REPLACEMENT SHEET 61A

D STORMWATER (PRIVATE SERVICE)
PD PROPOSED STORMWATER (PRIVATE SERVICE)

THIS IS NOT A RECORD OF ALL SERVICES IN THE DEVELOPMENT.

DP270385

PLAN OF SERVICES WORK AS
EXECUTED OR TO BE PROVIDED
AT "SHEARWATER"

REDUCTION RATIO 1:1500 DATE: 06/02/2004

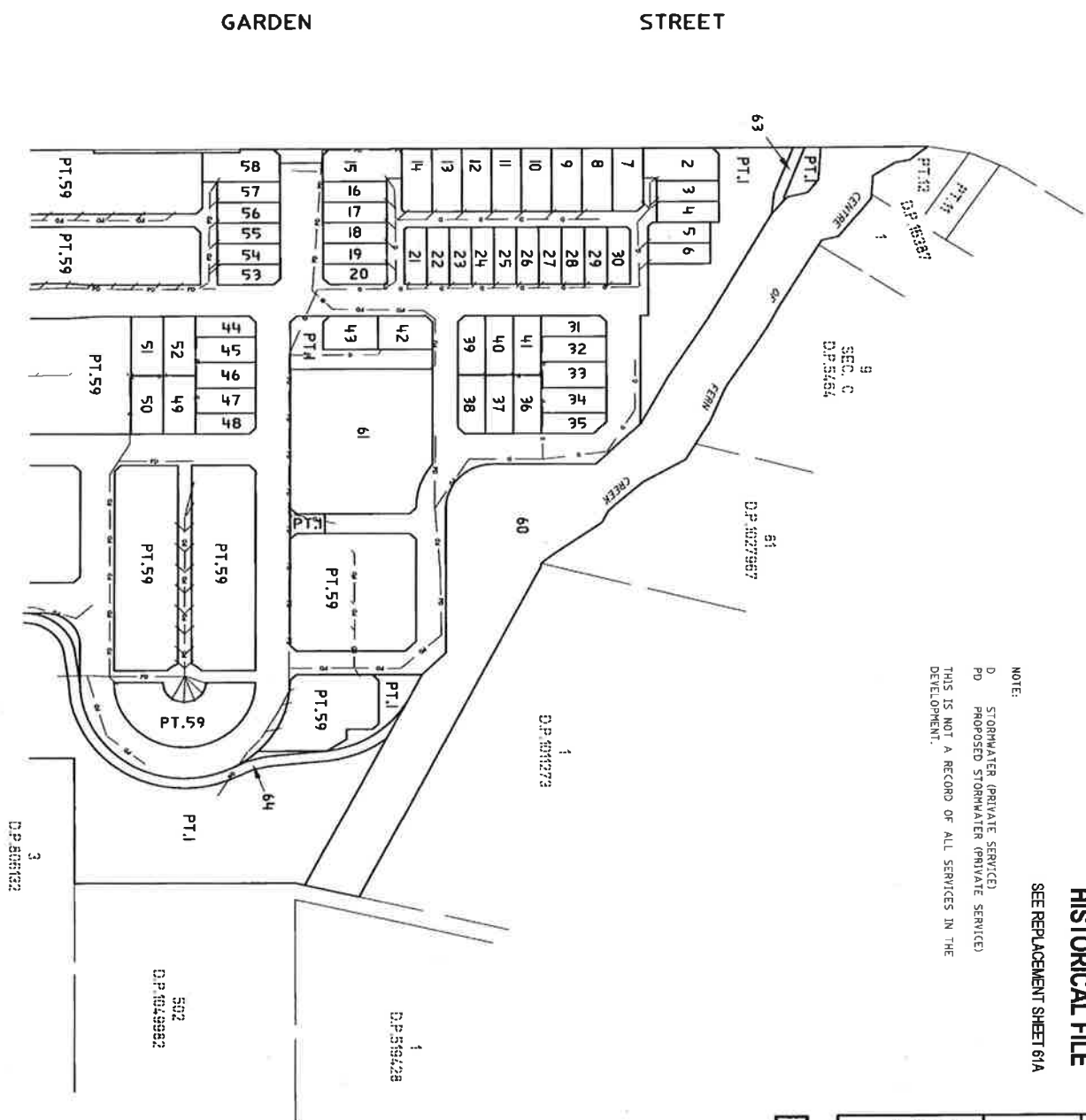
DATE: 00/00/2007

CRAIG ARTHUR JACQUES Surveyor
SRAJ, JACQUES & ASSOCIATES
P.O. BOX 4249, BROOKVALE NSW 2100
certify that this is a plan of the service works,
easements provided for the development
shown in Community / Freshwater /
Municipal Catchment Plan No.

Signed _____

CG

REGISTERED  11.6.5.2004



Req:0040394 /Doc:DP 0270385 M /Rev:29-Nov-2012 /Sta:SC,OK /Prt:04-Aug-2015 11:34 /Pgs:ALL /Seq:56 of 87
Ref:LTW:8837 (ERC:M)

SURVEYOR'S REFERENCE: 3347/02

MANAGEMENT STATEMENT
REPLACEMENT SHEET 61A OF 68 SHEETS

REPLACEMENT SHEET 61A
DP270385

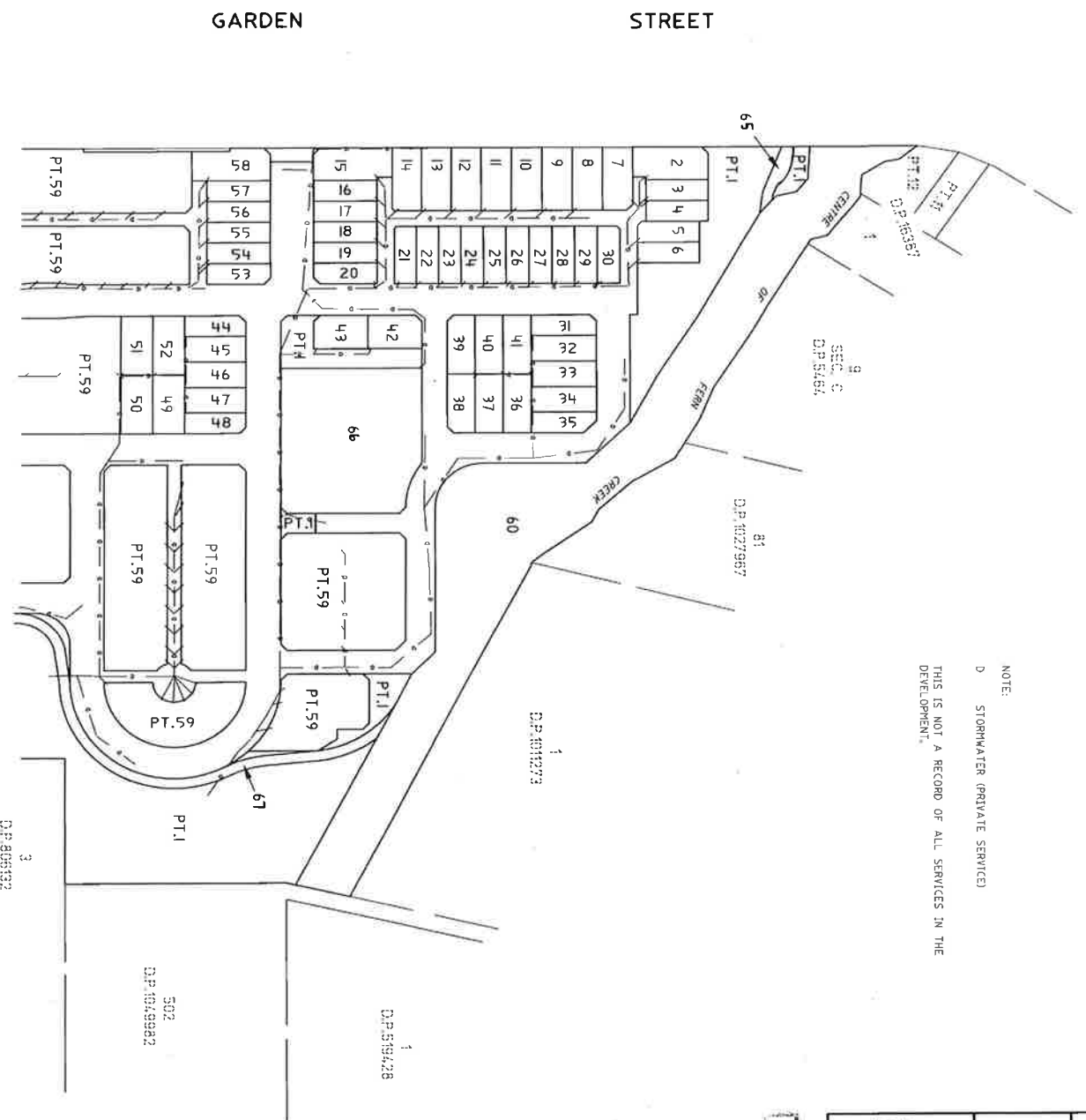
PLAN OF SERVICES WORK AS
EXECUTED AT "SHEARWATER"

REDUCTION RATIO 1:500 DATE: 07/02/2005

I, DAVID STUTCHBURY, Surveyor
of STUTCHBURY & ASSOCIATES PTY LTD
P.O. BOX 1249, BRIDGEMAN NSW 2100
certify that this is a plan of the service works/
sewerage works provided for the development
shown in Community Development / Precinct /
Neighbourhood Plan No. 20385.

Signed *D. Stutchbury*

REGISTERED 27-4-2005



MANAGEMENT STATEMENT

SHEET 62 OF 66 SHEETS

62 6B

HISTORICAL FILE

SEE REPLACEMENT SHEET 62A

DP270385

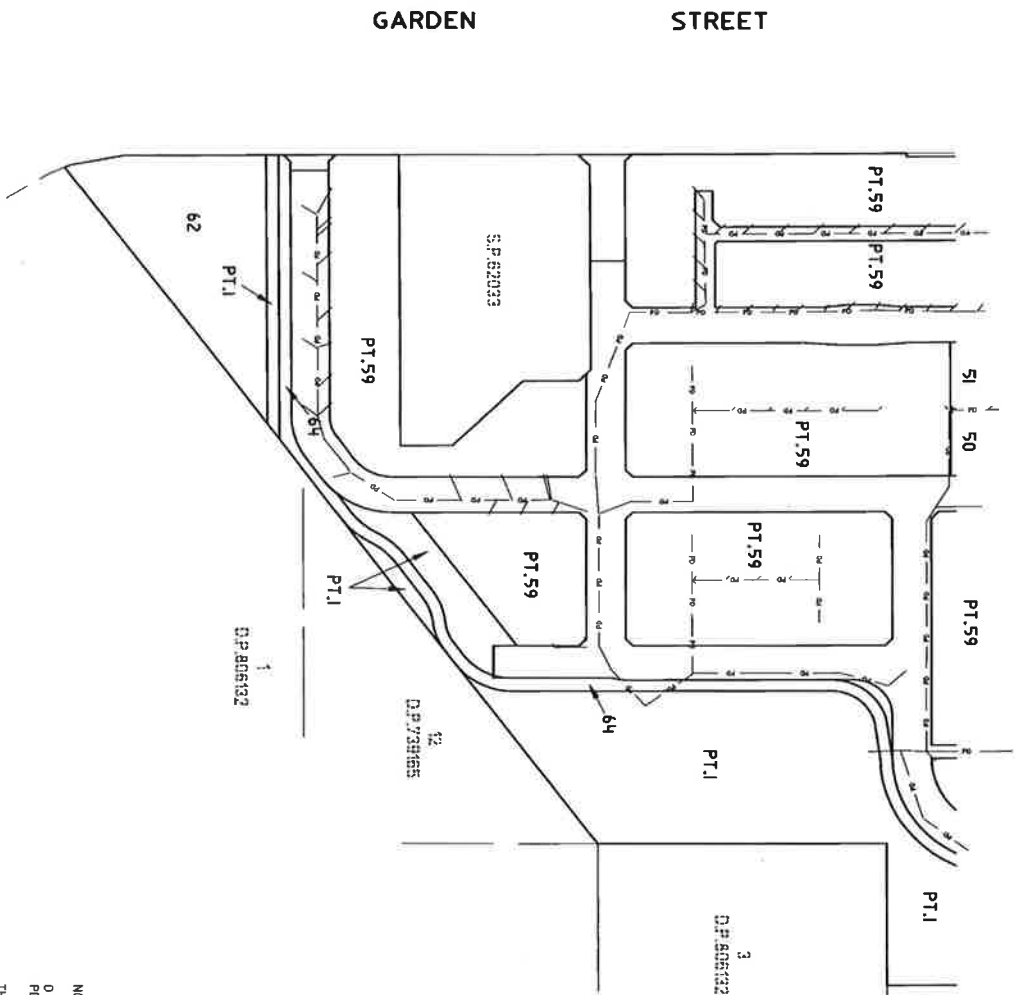
PLAN OF SERVICES WORK AS
EXECUTED OR TO BE PROVIDED
AT "SHEARWATER"

REDUCTION RATIO 1:500 DATE: 06/02/2004

I, **CRAG JAMES & ASSOCIATES**, Surveyor
of **P.O. BOX 4249, BROOKVALE NSW 2100**
certify that this is a plan of the service works/
~~service works~~ provided for the development
shown in Community Plan No. **1000000000**

Signed *[Signature]*

REGISTERED 18.6.5.2004



NOTE:

- O STORMWATER (PRIVATE SERVICE)
 - PD PROPOSED STORMWATER (PRIVATE SERVICE)
- THIS IS NOT A RECORD OF ALL SERVICES IN THE DEVELOPMENT.

REPLACEMENT SHEET 62A

DP270385

PLAN OF SERVICES WORK AS
EXECUTED AT "SHEARWATER"

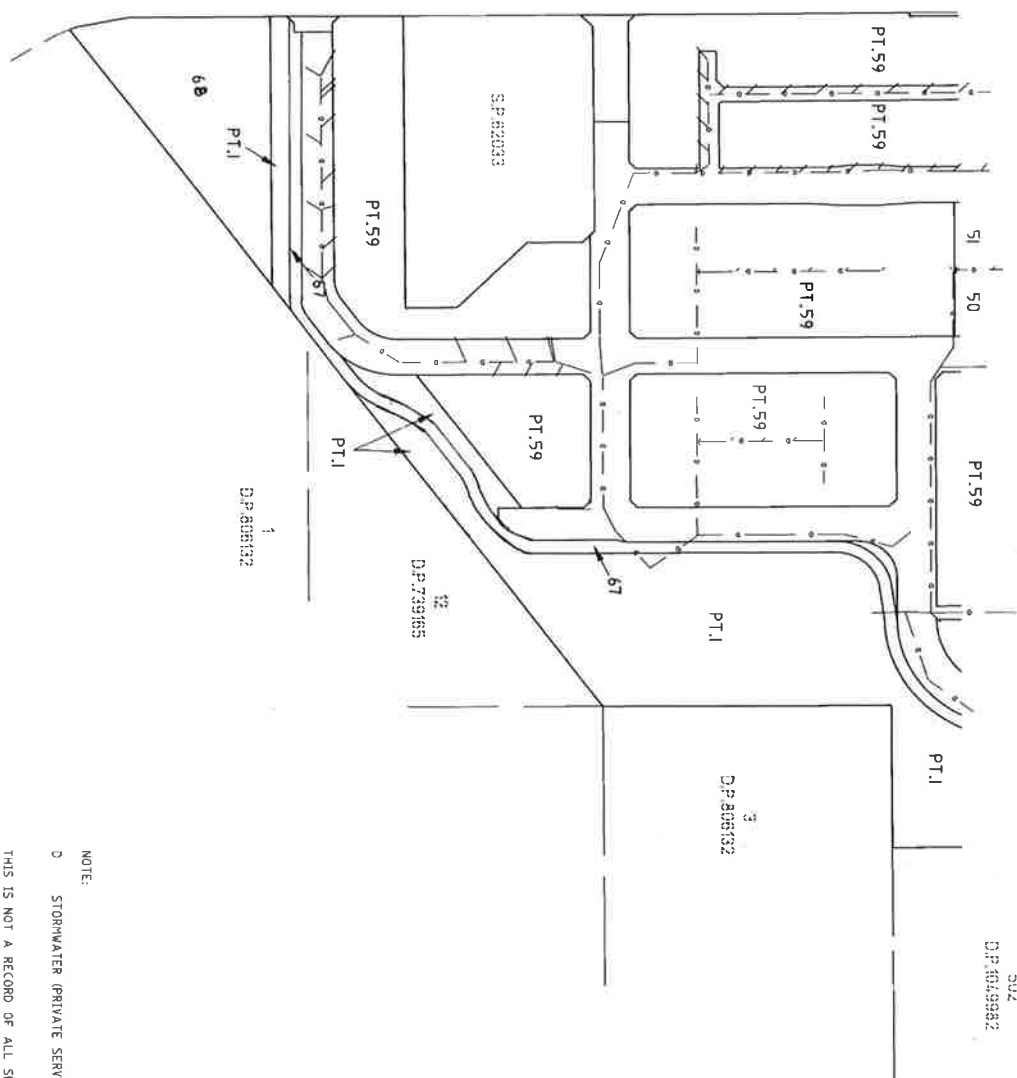
REDUCTION RATIO 1:500 DATE: 07/02/2005

1. DAVID STUCHBURY Surveyor
of STUCHBURY JAMES PTY LTD
P.O. BOX W299, BROOKVALE NSW 2100
certify that this is a plan of the service works,
~~shown~~ not provided for the development
shown in Community present /
Neighbourhood Plan No. 210385.

Signed D. Stethley

REGISTERED  27-4-2005

M.G.A.



NOTE:

D STORMWATER (PRIVATE SERVICE)

THIS IS NOT A RECORD OF ALL SERVICES IN THE DEVELOPMENT.

MANAGEMENT STATEMENT

SHEET 63 OF 66 SHEETS
63 60

HISTORICAL FILE

SEE REPLACEMENT SHEET 63A

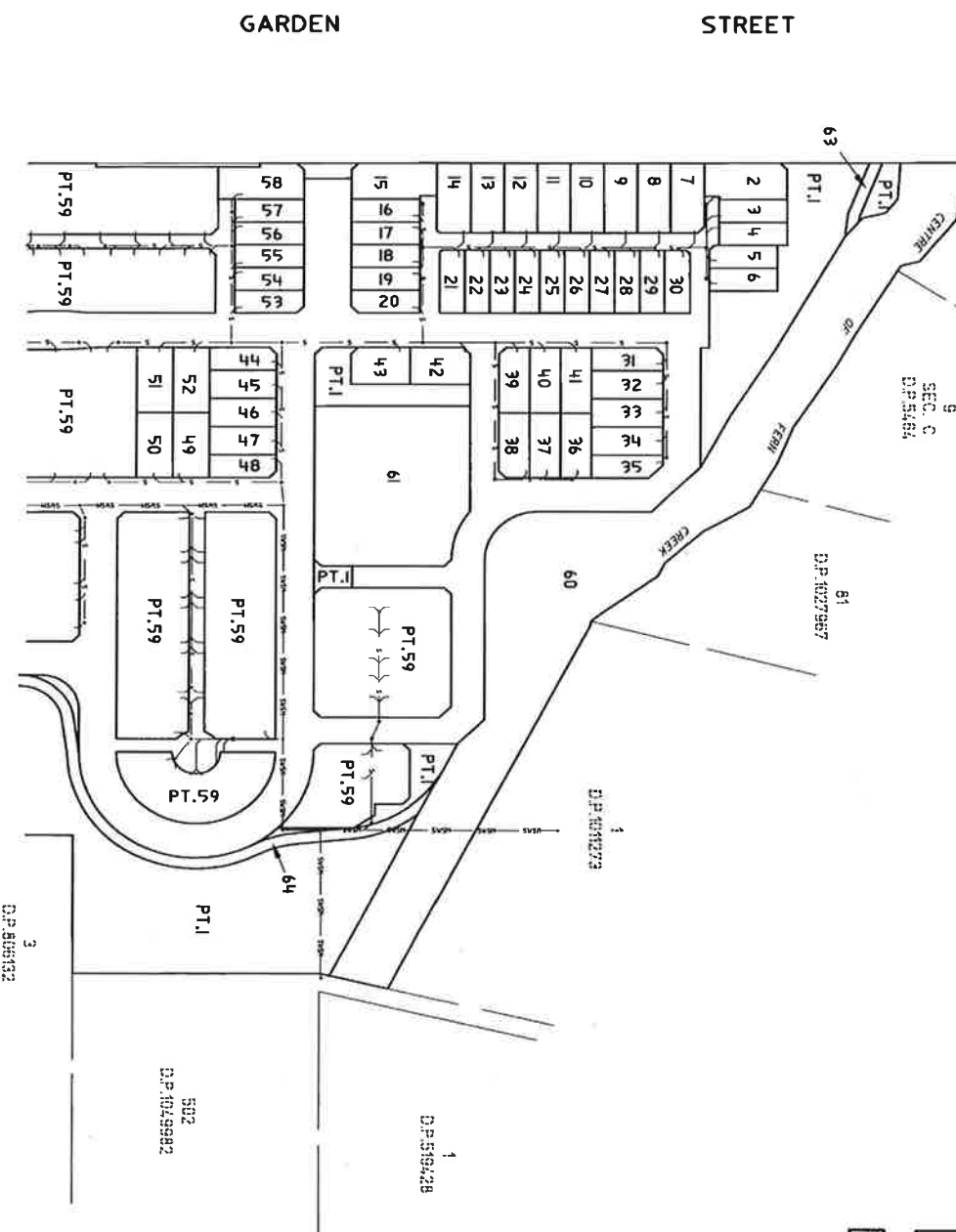
DP270385

PLAN OF SERVICES WORK AS
EXECUTED OR TO BE PROVIDED
AT "SHEARWATER"

REDUCTION RATIO 1/500 DATE: 06/02/2004

I, CRAIG ARTHUR JACOBS
of CRAIG JACOBS & ASSOCIATES
P.O. BOX 4219, BROOKVALE NSW 2100
certify that this is a plan of the service works/
sewerage works provided for the development
shown in Community Development
Neighbourhood Plan No.
Signed
M.G.A.

REGISTERED 11 6 5 2004



NOTES:
SWSM STONEY WATER SEWER MAIN
S SEWER (PRIVATE SERVICE)
THIS IS NOT A RECORD OF ALL SERVICES IN THE
DEVELOPMENT.

REPLACEMENT SHEET 63A

DP270385

PLAN OF SERVICES WORK AS
EXECUTED AT "SHEARWATER"

REDUCTION RATIO 1:1500
DATE: 07/02/2005

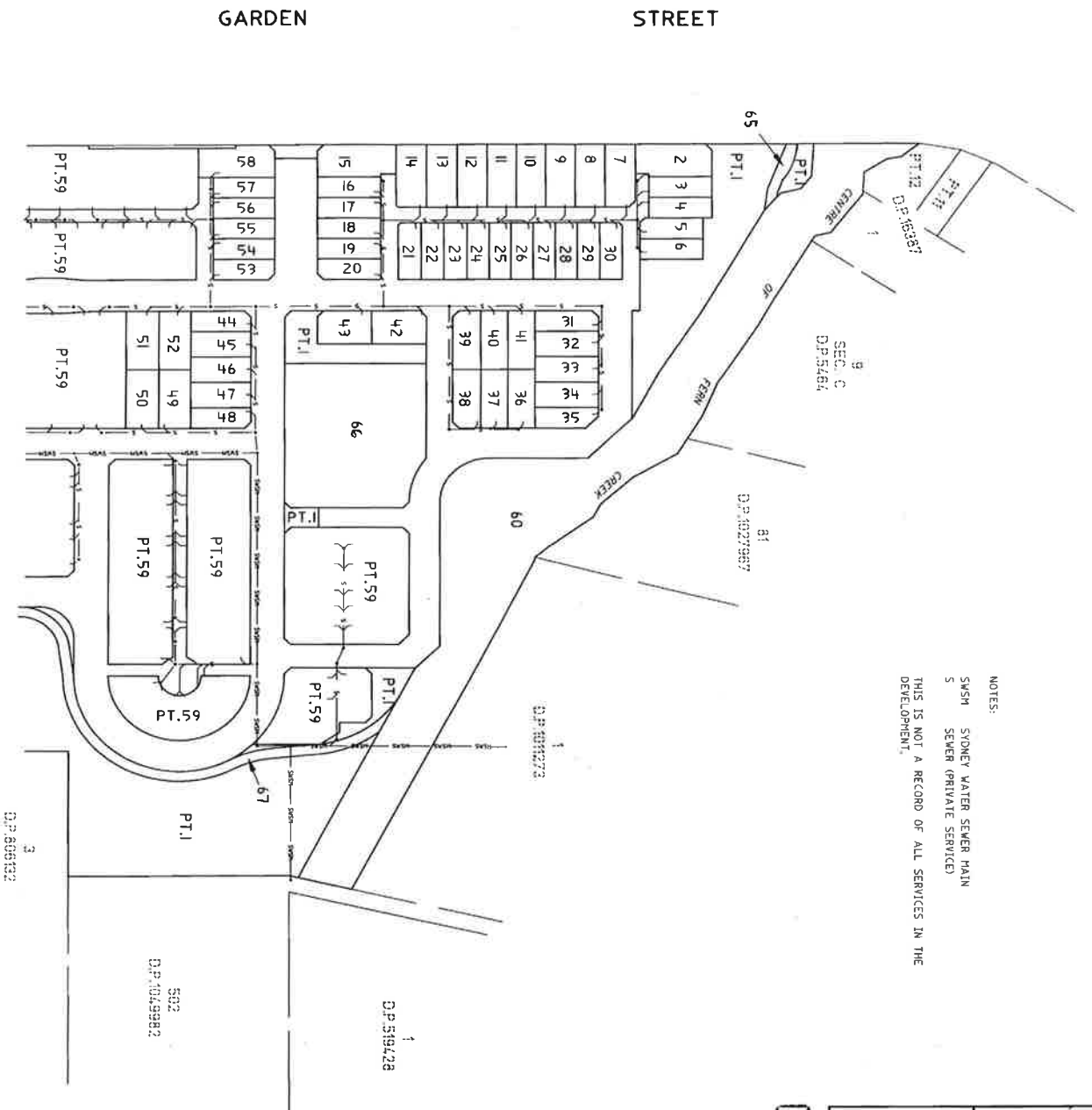
REDUCTION RATIO 1:1500

DATE: 07/02/2005

DAVID STITCHBURY Surveyor
1 STITCHBURY JAMES PTY LTD
of P.O. BOX W249, BROOKVALE NSW 2100
certify that this is a plan of the service works,
access ways provided for the development
shown in Community / Precinct /
Neighbourhood Plan No. 270385.

Signed D. Stuchlik

REGISTERED  27-4-2005



SHEET 62 OF 66 SHEETS

64 68

HISTORICAL FILE

SEE REPLACEMENT SHEET 64A

695

02-10-9962

PLAN OF SERVICES WORK AS
EXECUTED OR TO BE PROVIDED
AT "SHEARWATER"

REDUCTION RATIO 1:1500

DATE: 06/02

REDUCTION RATIO 1:1500
DATE: 06/02/2004

1:1500

DATE: 06/02/2004

CEAIG ARTHUR JADUES Surveyor
of
S.A.D. JADUES & ASSOCIATES
P.O. BOX W299, BROOKDALE NSW 2100
certify that this is a plan of the service works,
~~access~~ ~~way~~ provided for the development
shown in Community / ~~street~~ /
Neighbourhood Plan No

Signed _____

REGISTERED M 6-5-2004

11/6.5.2004



M.G.A.

NOTES:

SWSM SYDNEY WATER SEWER MAIN
S SEWER (PRIVATE SERVICE)

THIS IS NOT A RECORD OF ALL SERVICES IN THE DEVELOPMENT.

MANAGEMENT STATEMENT
REPLACEMENT SHEET 64A OF 68 SHEETS

REPLACEMENT SHEET 64A
DP270385

PLAN OF SERVICES WORK AS
EXECUTED AT 'SHEARWATER'

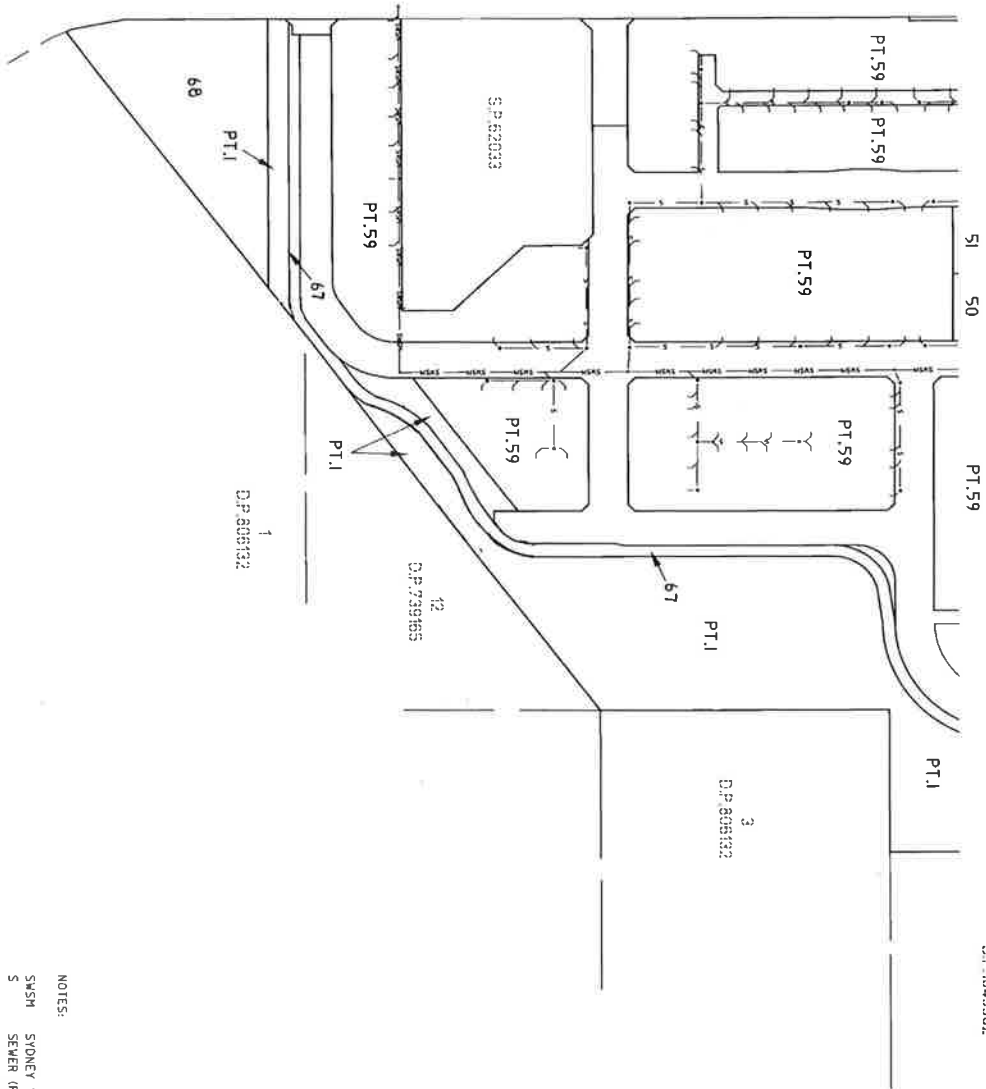
REDUCTION RATIO 1:500 DATE: 07/02/2005

DAVID STUTCHBURY
of STUTCHBURY & ASSOCIATES LTD. Surveyor
certify that this is a plan of the service works/
sewerage provided for the development
shown in Community / Private /
Neighbourhood Plan No. 270385.

Signed *D. Stutchbury*

REGISTERED 27.4.2005

GARDEN STREET



NOTES:

SWSM SYDNEY WATER SEWER MAIN
S SEWER (PRIVATE SERVICE)

THIS IS NOT A RECORD OF ALL SERVICES IN THE
DEVELOPMENT.

SHEET 65 OF 66 SHEETS
65 68

HISTORICAL FILE

SEE REPLACEMENT SHEET 65A

NOTE:

GT	GAS & TELSTRA
PGT	PROPOSED GAS & TELSTRA

THIS IS NOT A RECORD OF ALL SERVICES IN THE DEVELOPMENT.

DP270385

PLAN OF SERVICES WORK AS
EXECUTED OR TO BE PROVIDED
AT "SHEARWATER"

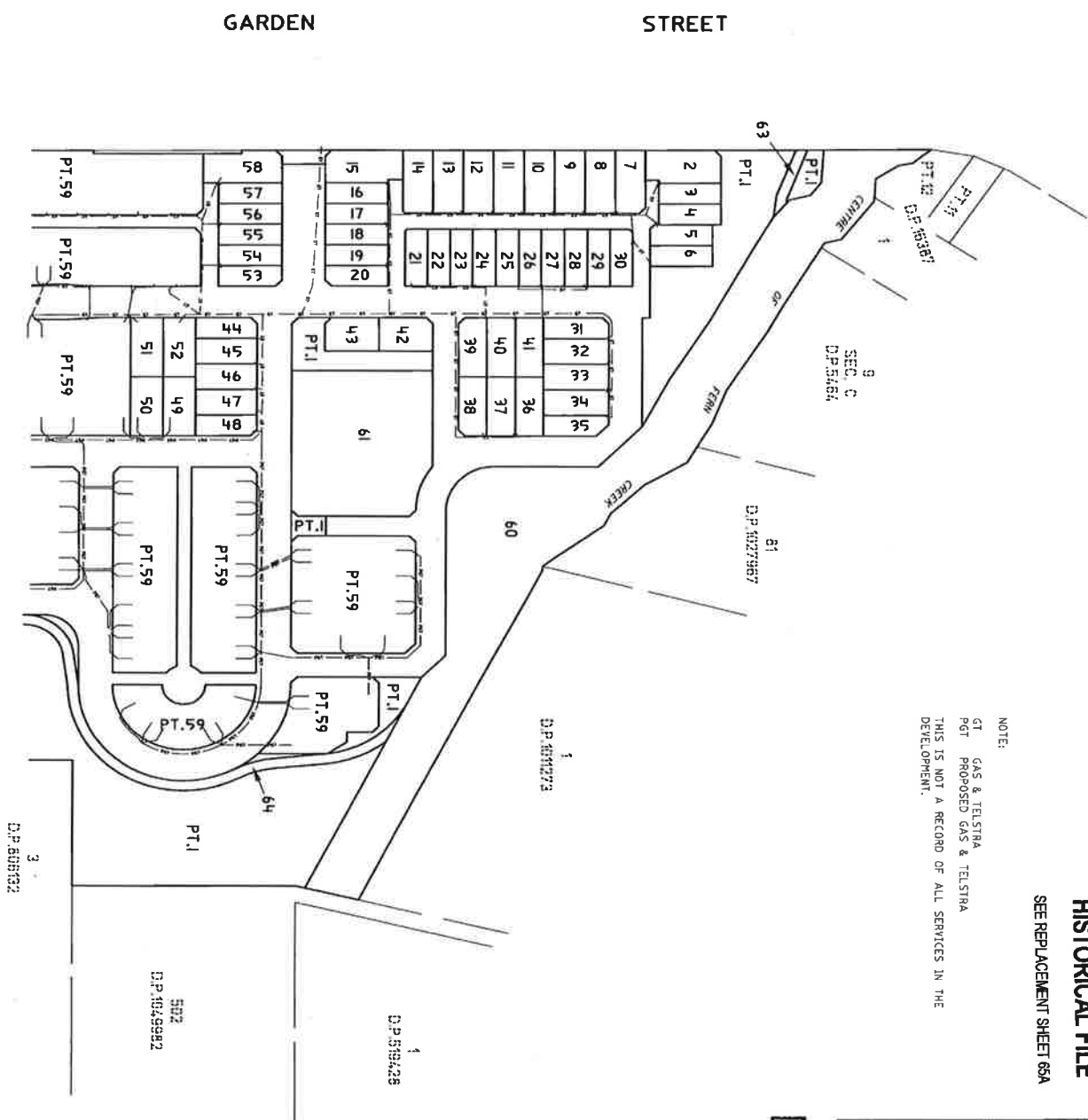
REDUCTION RATIO 1:1500 DATE: 06/02/2004

CRAIG ARTHUR JACQUES Surveyor
CRAIG JACQUES & ASSOCIATES
P.O. BOX 6249 BROOKVILLE, NEW YORK

certify that this is a plan of the service works,
~~sewerage~~ provided for the development
 shown in Community / Precinct /
 Neighbourhood Plan No.

Signer

REGISTERED 6.5.2004



MANAGEMENT STATEMENT
REPLACEMENT SHEET 65A OF 66 SHEETS

REPLACEMENT SHEET 65A
DP270385

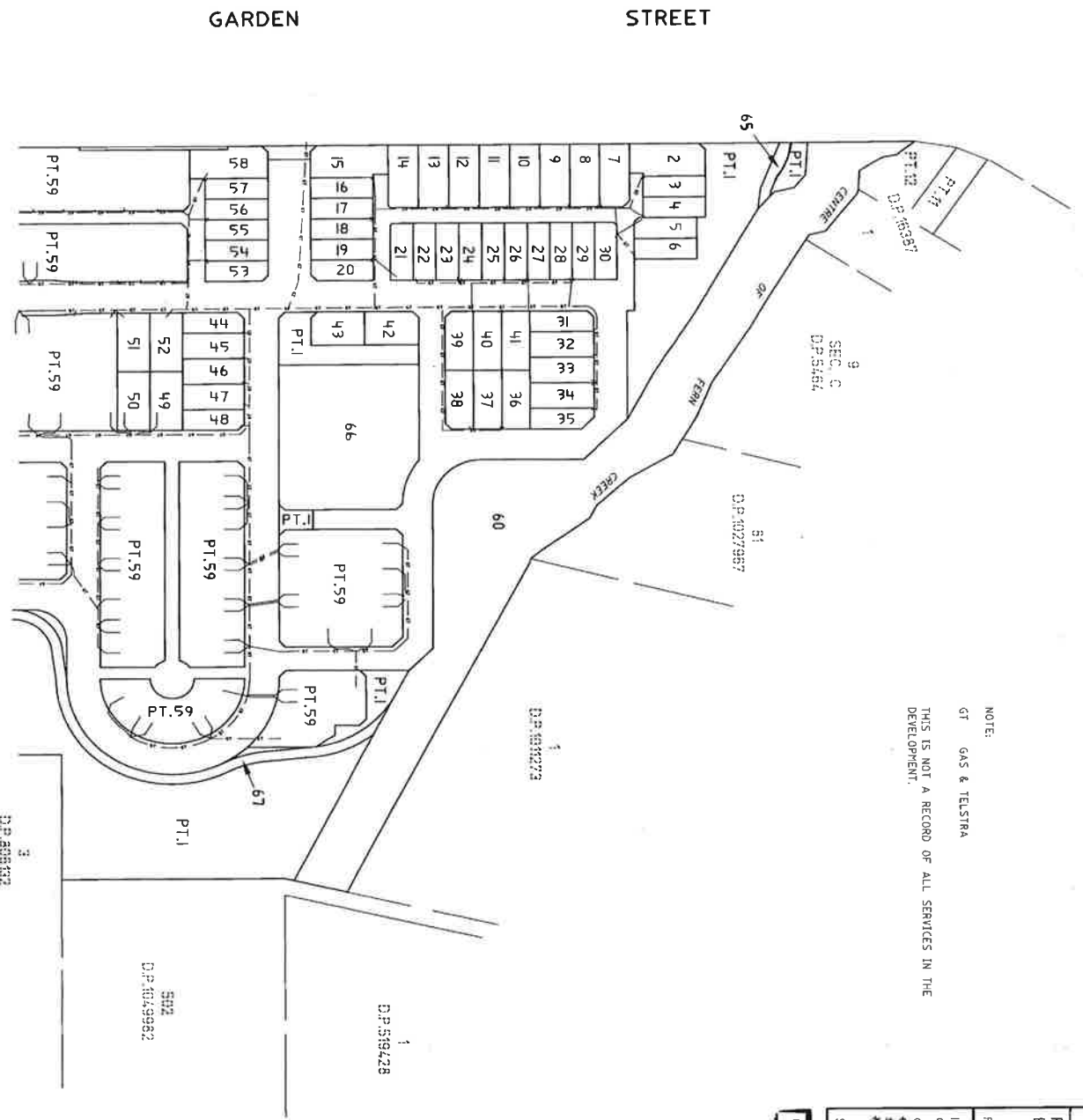
PLAN OF SERVICES WORK AS
EXECUTED AT "SHEARWATER"

REDUCTION RATIO 1/500 DATE: 07/02/2005

I, DAVID STITCHBURY, Surveyor
of STITCHBURY JACOBS PTY LTD,
P.O. BOX 429, BROOKVALE NSW 2100,
certify that this is a plan of the service works/
access ways provided for the development
shown in Community Plan No. 270385.

Signed *David Stichbury*

REGISTERED 8 27 4 2005



MANAGEMENT STATEMENT

SHEET 64 OF 66 SHEETS

66 66

DP270385

HISTORICAL FILE
SEE REPLACEMENT SHEET 66A

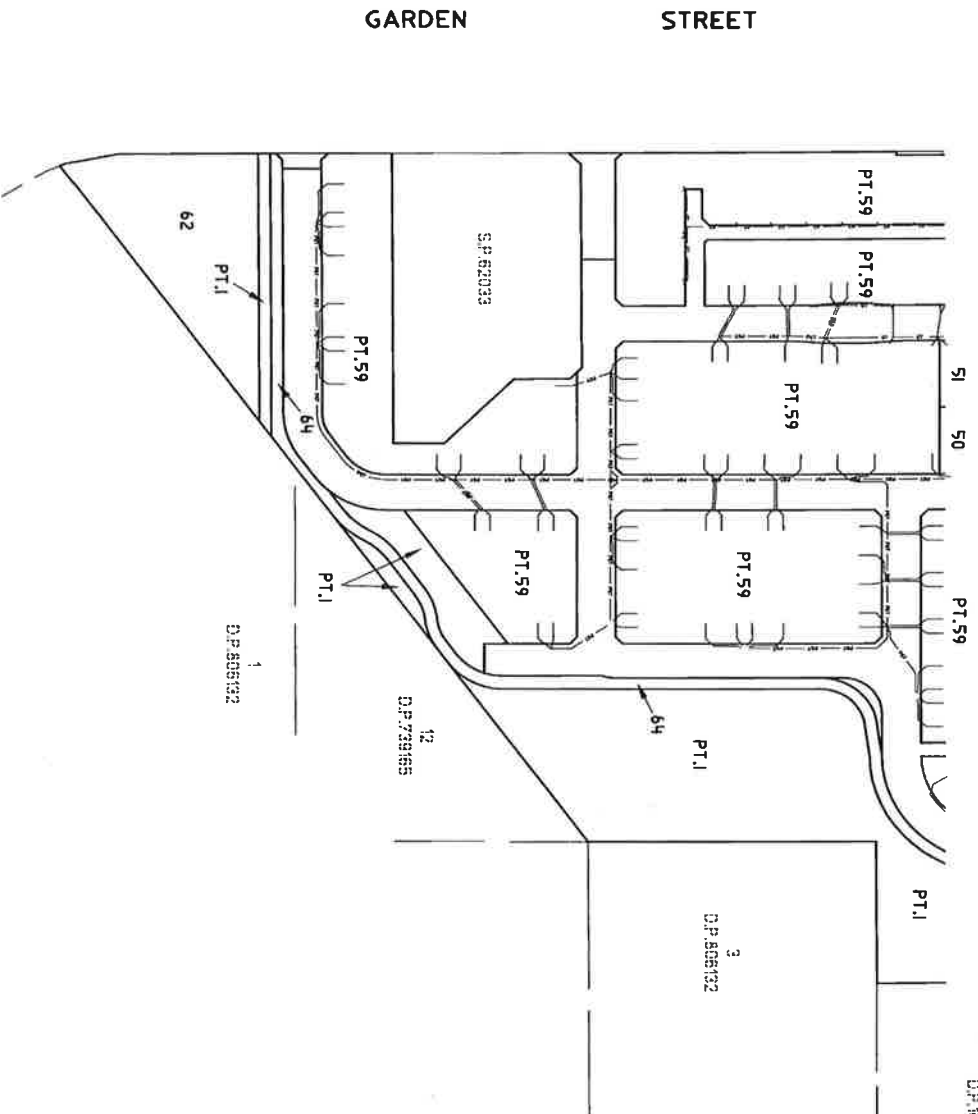
PLAN OF SERVICES WORK AS
EXECUTED OR TO BE PROVIDED
AT "SHEARWATER"

REDUCTION RATIO 1:500 DATE: 06/02/2004

I, CRAIG ARTHUR JAMES Surveyor
of CRAIG JAMES & ASSOCIATES
P.O. BOX 1249 BROOKVALE NSW 2100
certify that this is a plan of the service works/
sewerage provided for the development
shown in Community / Precinct /
Neighbourhood Plan No.

Signed
Date: 06/02/2004

REGISTERED 16.5.2004



NOTE:
GT GAS & TELSTRA
PGT PROPOSED GAS & TELSTRA
THIS IS NOT A RECORD OF ALL SERVICES IN THE
DEVELOPMENT.

MANAGEMENT STATEMENT
REPLACEMENT SHEET 66A OF 68 SHEETS

REPLACEMENT SHEET 66A
DP270385

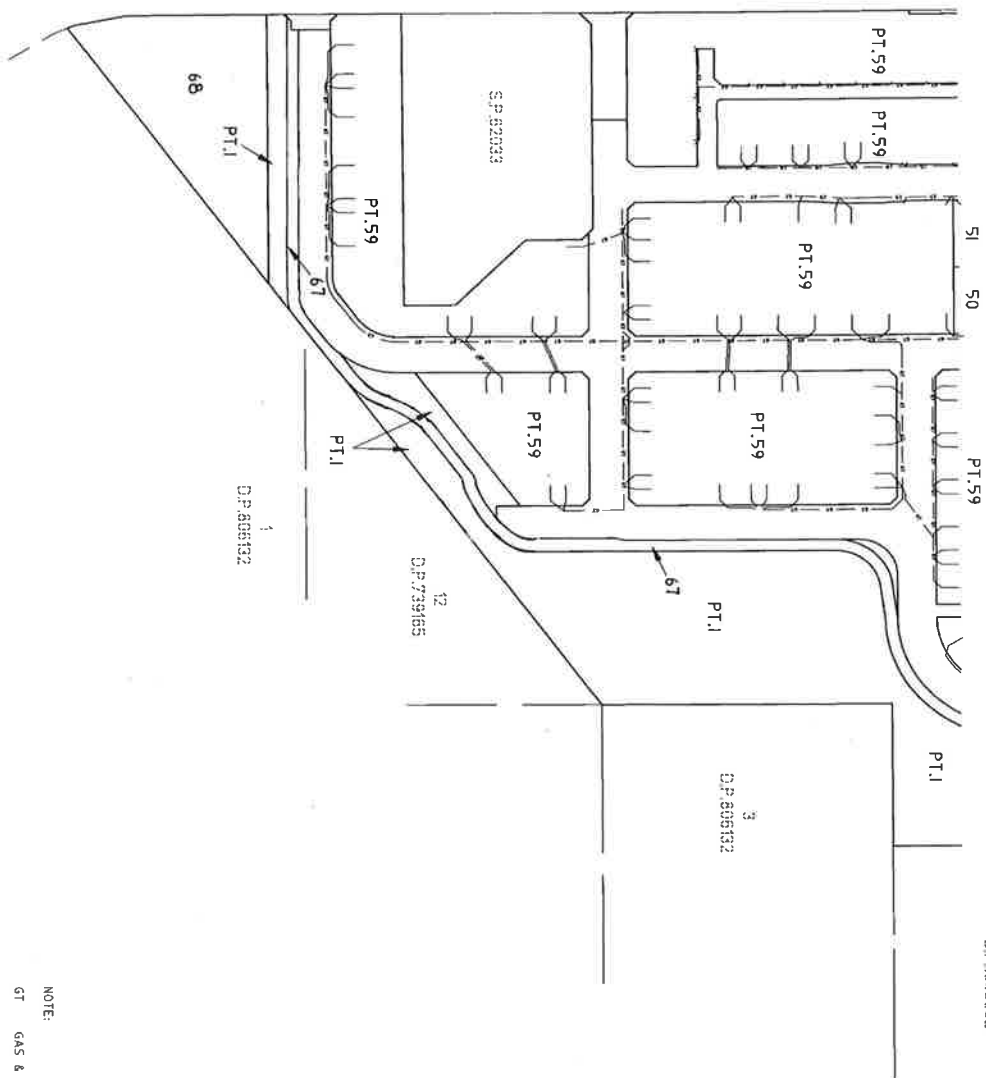
PLAN OF SERVICES WORK AS
EXECUTED AT SHEARWATER

REDUCTION RATIO 1/500 DATE: 07/02/2005

DAVID STUTCHBURY
of STUTCHBURY & JONES PTY LTD
P.O. BOX 4249, BROOKVALE NSW 2000
certify that this is a plan of the service works/
access ways provided for the development
shown in Community / Precinct /
Neighbourhood Plan No. 270385

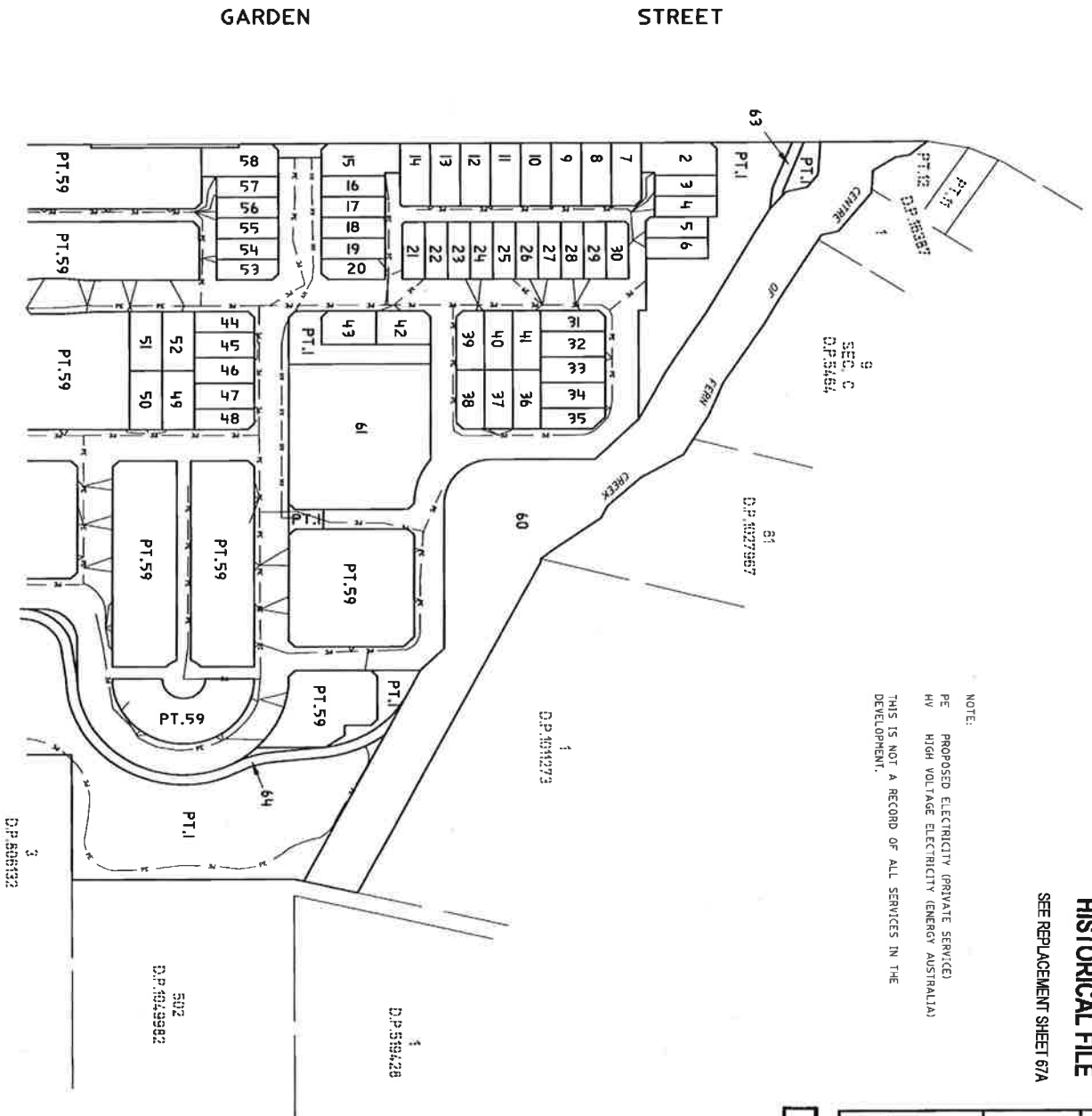
Signed *D. Stutchbury*

REGISTERED 27.4.2005



NOTE:
GT GAS & TELSTRA

THIS IS NOT A RECORD OF ALL SERVICES IN THE
DEVELOPMENT.



NOTE:
PE PROPOSED ELECTRICITY (PRIVATE SERVICE)
HV HIGH VOLTAGE ELECTRICITY (ENERGY AUSTRALIA)
THIS IS NOT A RECORD OF ALL SERVICES IN THE DEVELOPMENT.

MANAGEMENT STATEMENT

SHEET 65 OF 66 SHEETS
67 68

HISTORICAL FILE
SEE REPLACEMENT SHEET 67A

DP270385

PLAN OF SERVICES WORK AS
EXECUTED OR TO BE PROVIDED
AT "SHEARWATER"

REDUCTION RATIO 1:500 DATE: 06/02/2004

I, CRAIG ARTHUR JACOBS, Surveyor
of CRAIG JACOBS & ASSOCIATES, 2100
P.O. BOX 424, BROOKVALE NSW 2100
certify that this is a plan of the service works/
services-type provided for the development
shown in Community / Precinct /
Neighbourhood Plan No. _____

Signed _____

REGISTERED 11/6/5/2004



PLAN OF SERVICES WORK AS
EXECUTED AT "SHEARWATER"

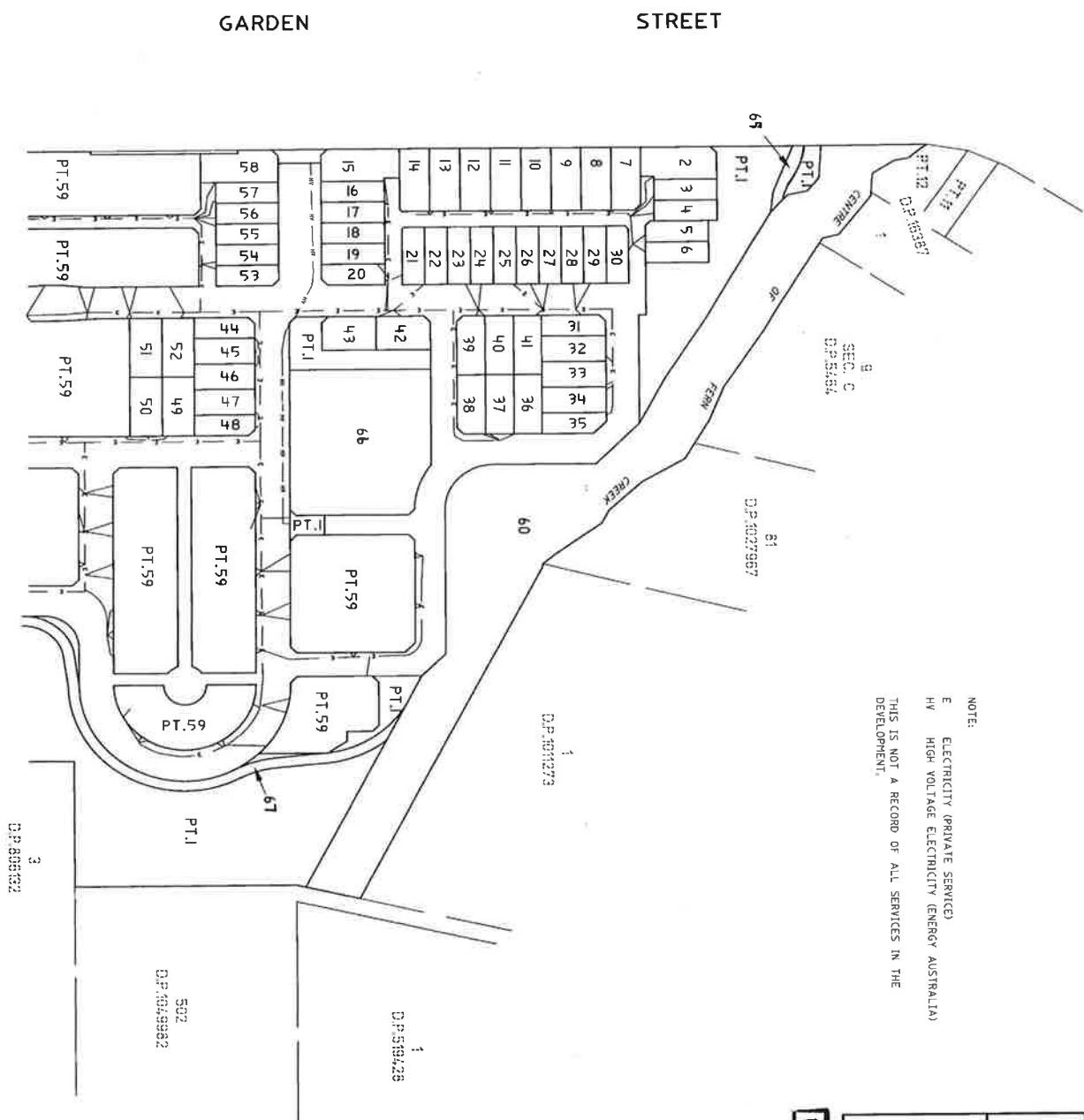
REDUCTION RATIO 1:1500 DATE: 07/02/2005

DAVID STUTCHBURY
STUTCHBURY, JAMES, PLY LTD. Surveyor
P.O. BOX 4249, BROOKVALE NSW 2100
certify that this is a plan of the service works,
access-ways provided for the development
shown in Community / Precinct /
Neighbourhood Plan No. 2/1085.

Signed D. Friedman

REGISTERED  27.4.2005

W.G.W.



NOTE:
E ELECTRICITY (PRIVATE SERVICE)
HV HIGH VOLTAGE ELECTRICITY (ENERGY AUSTRALIA)
THIS IS NOT A RECORD OF ALL SERVICES IN THE DEVELOPMENT.¹⁶

Req:R040394 /Doc:DP 0270385 M /Rev:29-Nov-2012 /6ts:5C,OK /Prt:04-Aug-2015 11:34 /Pgs:ALL /Seq:79 of 87
Ref:LJW:0037 /Roi:M

SURVEYOR'S REFERENCE: 3347/02

SURVEYOR'S REFERENCE: 3347/02

SHEET 66 OF 66 SHEETS
68 68

HISTORICAL FILE

SEE REPLACEMENT SHEET 68A

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PLAN OF SERVICES WORK AS
EXECUTED OR TO BE PROVIDED
AT "SHEARWATER"

REDUCTION RATIO 1:500

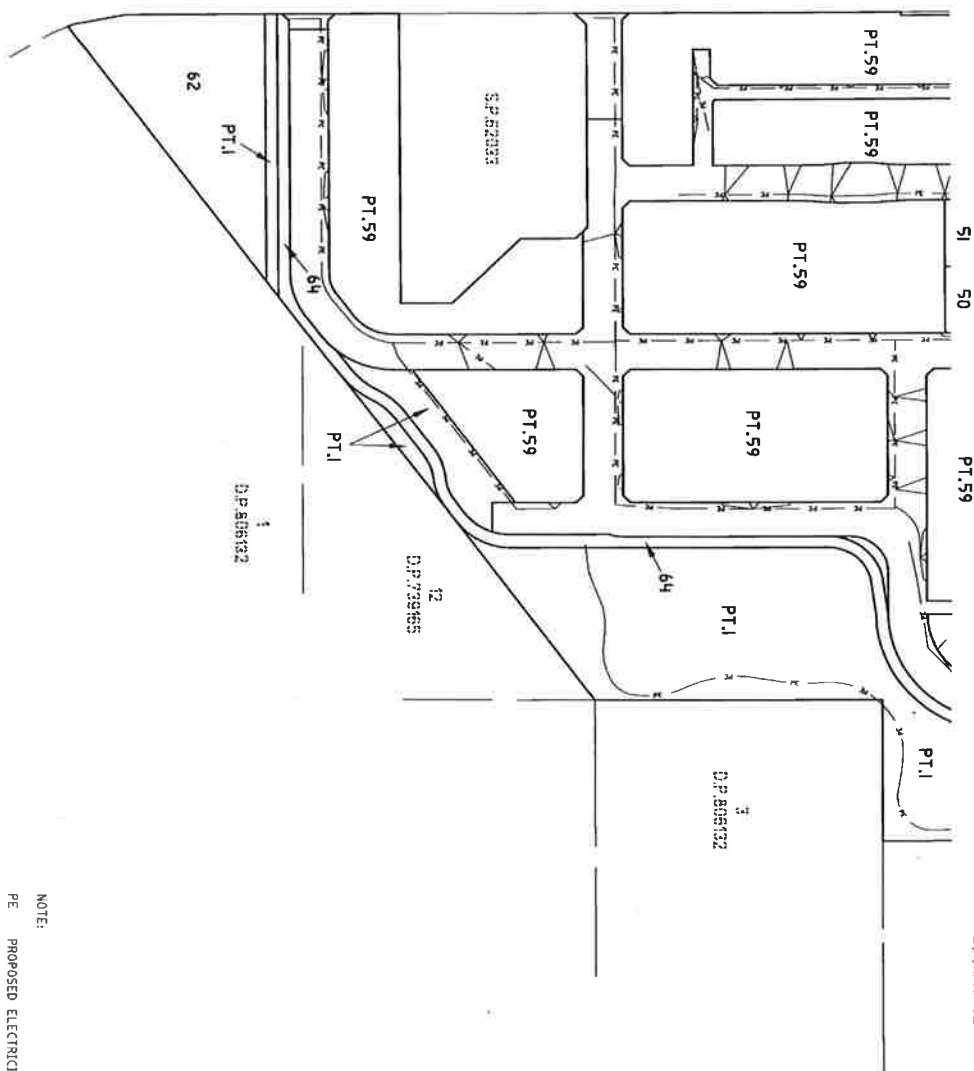
DATE: 06/02

REDUCTION RATIO 1:1500 DATE: 06/02/2004

— CRAIG ARTHUR JACOBS, Surveyor
of CRAIG JACOBS & ASSOCIATES
P.O. BOX 4249, BROOKVALE NSW 2100
certify that this is a plan of the service works,
~~access ways~~ provided for the development
shown in Community / ~~street~~ /
Neighbourhood Plan No.

Signed _____

REGISTERED 6.5.2004



NOTE:

PE HV	PROPOSED ELECTRICITY (PRIVATE SERVICE) HIGH VOLTAGE ELECTRICITY (ENERGY AUSTRALIA)

THIS IS NOT A RECORD OF ALL SERVICES IN THE DEVELOPMENT.

DP270385

PLAN OF SERVICES WORK AS
EXECUTED OR TO BE PROVIDED
AT "SHEARWATER"

REDUCTION RATIO 1:1500 DATE: 06/02/2004

— CRAIG ARTHUR JACOBS, Surveyor
of CRAIG JACOBS & ASSOCIATES
P.O. BOX 4249, BROOKVALE NSW 2100
certify that this is a plan of the service works,
~~access ways~~ provided for the development
shown in Community / ~~street~~ /
Neighbourhood Plan No.

Signed _____

REGISTERED 6.5.2004

REPLACEMENT SHEET 68A
DP270385

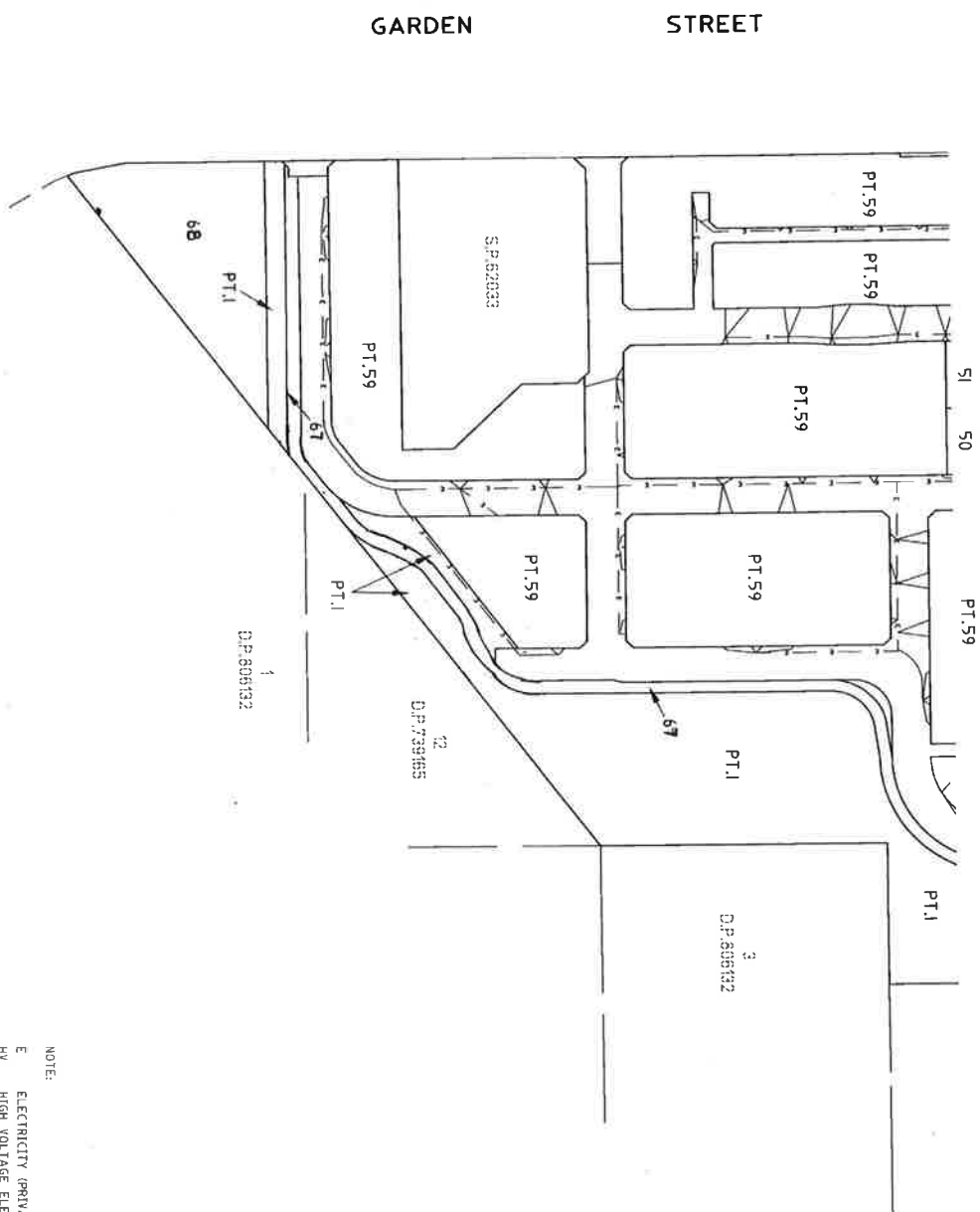
PLAN OF SERVICES WORK AS
EXECUTED AT "SHEARWATER"

REDUCTION RATIO 1:1500 DATE: 07/02/2005

DAVID STUTCHBAUM, Surveyor
STUTCHBAUM JACOBS, P.C. LTD.
P.O. BOX W299, BROOKVALE NSW 2100
certify that this is a plan of the service works,
accessways provided for the development
shown in Community Development
Highgatewood Plan No. Z10385.

Signer D. Stachurski

REGISTERED 27.4.2005



NOTE:

E ELECTRICITY (PRIVATE SERVICE)
HY HIGH VOLTAGE ELECTRICITY (ENERGY AUSTRALIA)

THIS IS NOT A RECORD OF ALL SERVICES IN THE DEVELOPMENT.

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

**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989

DP 270385
MANAGEMENT STATEMENT

ANNEXURE 'A'

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

(A) **TORRENS TITLE**

Folio of the Register for the Association Property
1/270385

(B) **LODGED BY**

Delivery
Box

Name, Address or DX and Telephone

LUKE HUSSEY OF CLARENDON RESIDENTIAL COMMUNITIES P/L
LVL 15, 56 PITT ST, SYDNEY 2000
PH: 8273 6000
Reference (optional):

CODE

CS

(C) **APPLICANT**

Community Association

Deposited Plan No. 270385

(D)

The applicant certifies that by a unanimous resolution passed on 11-10-2004 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed

Added

N/A

N/A

as fully set out below

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

To replace Plan of Accessways filed as sheet 56 of 68, sheet 57 of 68 and sheet 58 of 68 with replacement sheets 56A, 57A, 58A of 68 sheets. The replacement sheets are required as a result of a boundary adjustment to development lots 63 and 64 and association property lot 1.

(G) The common seal of the Community association deposited plan 270385 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

Phillipa Bussey
11 October 2004



All handwriting must be in block capitals.

Page 1 of 1

LAND AND PROPERTY INFORMATION NSW

REGISTERED



29-11-2004

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

**AMENDMENT
MANAGEMENT STATEMENT**

New South Wales
Section 39

Community Land Development

**DP 270385
MANAGEMENT STATEMENT
ANNEXURE 'B'**

PRIVACY NOTE: this information is legally required and

Sheet 1 of 3 sheets

(A) TORRENS TITLE

Folio of the Register for the Association Property
1/270385

(B) LODGED BY

Delivery
Box

Name, Address or DX and Telephone

CLARENDON RESIDENTIAL COMMUNITIES PTY LTD
LVL 15, 56 PITT ST SYDNEY NSW 2000

ATTN: LUKE HUSSEY.
Reference (optional):

CODE

CS

(C) APPLICANT

Community

Association

Deposited Plan No. 270385

(D)

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

(E) BY-LAWS

Repealed

By-law 26

Added

New By-law 26

as fully set out below

(F) TEXT OF ADDED BY-LAW

The applicant certifies that by a special resolution passed on 4 April 2005 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement by replacing sheets 59 to 68 (inclusive) (copies of which are annexed), as described in the plan of service work as executed dated 07/02/2005 certified by David Stutchbury of Stutchbury Jacques Pty Limited.

(G) The common seal of the Community

association deposited plan 270385

was affixed hereto

in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

David Ferguson
David Ferguson - Stutchbury Managing
4th April 2005



All handwriting must be in block capitals.

Page 1 of 3

LAND AND PROPERTY INFORMATION NSW

REGISTERED



& 27.4.2005

DP 270385
MANAGEMENT STATEMENT

ANNEXURE 'B'

THIS IS ANNEXURE "A" TO AMENDMENT OF MANAGEMENT STATEMENT IN CONNECTION WITH COMMUNITY MANAGEMENT STATEMENT DP 270385 Sheet 2 of 3 sheets

THE APPLICANT certifies that by a special resolution passed on 4 April 2005 and in accordance with Section 14 of the *Community Land Management Act 1989*) it amended the Community Management Statement as follows:

1. By-law 26

By-law 26 is repealed and replaced with the following by-law:

ANIMALS AND PETS

26.1 Permitted

An Owner may keep animals without the consent of the Community Association. This by-law must be read in conjunction with by-laws 26.2 and 26.3.

26.2 Prohibited

Despite by-law 26.1, the following dogs are not permitted to visit or be kept on any Lot or any part of the Estate:

- (a) any dog that is not registered with the appropriate Authority;
- (b) any dog which is declared dangerous under the Companion Animals Act 1998 (NSW);
- (c) any dog declared by the Executive Committee to be a prohibited dog (the provisions of this by-law are not retrospective); and
- (d) any of the following;
 - pit bull terrier;
 - American pit bull terrier;
 - dogo argentinoe;
 - fila brasileiros;
 - japanese tosa;
 - any cross breed of the above; or

DP 270385

ANNEXURE D

MANAGEMENT STATEMENT

Sheet 3 of 3 sheets

- any dog which the Australian Government prohibits from importation into Australia.

26.3 General Rules

- (a) No more than 2 animals may be kept on a Lot at any one time.
- (b) Dogs on a Lot must be contained within a fenced compound and at night must be kept within the dwelling on the Lot Burdened. Fenced compounds are permitted only behind the main building on a Lot.
- (c) If requested by the Community Association on reasonable grounds Owners and Occupiers must, in relation to any animals owned or in the care of that Owner or Occupier:
 - (i) clean up all excrement or refuse left upon Community Property or a Subsidiary Body Lot by an animal; and
 - (ii) make good, or bear the cost of making good, any damage to Community Property by an animal.
- (d) If an Owner or Occupier keeps an animal, then the Owner or Occupier:
 - (i) must ensure the animal is at all times kept under the control and within the confines of that Owner's or Occupier's Lot;
 - (ii) must ensure that, when on any part of the Community Parcel, the animal is accompanied by the Owner or Occupier;
 - (iii) must, when on any other part of the Community Parcel, keep the animal appropriately tethered and under control; and
 - (iv) in the case of cats:
 - (A) keep cats inside the residence or within a secured cat house, particularly at night; and
 - (B) ensure cats wears two bells (located on opposite sides of the collar), so as to provide sufficient warning to wildlife;
 - (v) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community Parcel for:
 - (A) any noise which is disturbing to an extent which is unreasonable;
 - (B) for damage to or loss of property or injury to any person caused by the animals.

DP 270385
MANAGEMENT STATEMENT
ANNEXURE 'C'
Sheet 1 of 2 Sheets

Substitute Dealing
Time 9.00
Date 26/11/12
CSB2 [Signature]

**AMENDMENT OF
MANAGEMENT STATEMENT**
New South Wales
Section 39
Community Land Development Act 1989

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	Folio Identifier 1/270385		
(B) LODGED BY	Document Collection Box 28A	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: SAI GLOBAL Property 124247U DX 885 SYDNEY 02 9210 0700 Reference: STRATA - 23982391	CODE CS
(C) APPLICANT	Community Association	Deposited Plan No. 270385	
(D)	The applicant certifies that by a special resolution passed on 22 February 2012 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:		
(E) BY-LAWS	Repealed	Added By-Law 36 as fully set out below	
(F) TEXT OF ADDED BY-LAW	Please see page 2 annexed to form 21CSM		

(G) The common seal of the Community association deposited plan 270385 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

[Signature]

Name of witness: David Ferguson

Date: 21 November 2012

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111



DP 270385

MANAGEMENT STATEMENT

ANNEXURE 'C'

Sheet 2 of 2 Sheets

**PAGE 2 APPENDICED TO FORM 21CSM
SPECIAL BY-LAW DEPOSITED PLAN 270385**

BY-LAW 36

"A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address."



The common seal of Deposited Plan 270385
Was affixed on 4 April 2012 in the presence of

Name: David Ferguson

Signature: [Signature]



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

**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales
Section 39

Community Land Development Act 1989



AB77028R

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

(A) **TORRENS TITLE**

Folio of the Register for the Association Property
1/270385

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone LUKE HUSSEY OF CLARENDON RESIDENTIAL COMMUNITIES P/L LV 15, 56 PITT ST, SYDNEY 2000 PH: 8273 6000 Reference (optional):	CODE CS
--------------	---	-------------------

(C) **APPLICANT**

Community Association	Deposited Plan No. 270385
-----------------------	---------------------------

(D)

The applicant certifies that by a unanimous resolution passed on 11-10-2004, and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed N/A	Added N/A as fully set out below
-----------------	-------------------------------------

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

To replace Plan of Accessways filed as sheet 56 of 68, sheet 57 of 68 and sheet 58 of 68 with replacement sheets 56A, 57A, 58A of 68 sheets. The replacement sheets are required as a result of a boundary adjustment to development lots 63 and 64 and association property lot 1.

(G) The common seal of the Community association deposited plan 270385 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

Phillip Hussey
11 October 2004



REGISTRATION DIRECTION ANNEXURE

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THE FORM.

FILMS WITH AB77028

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
11270385	UNDR CM ON UA.			AMENDMENT TO MANAGEMENT STATEMENT EXISTING SHEETS 56, 57 & 58 OF MANAGEMENT STATEMENT REPLACED WITH REPLACEMENT SHEETS 56A, 57A & 58A. SEE AMENDMENT A
11270385	CT		1W	CLARENDON RESIDENTIAL COMMUNITIES P/L LEVELLS 56 PLT ST SYDNEY 2000.

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

AMENDMENT
MANAGEMENT ST

New South Wales
Section 39

Community Land Development Act 1989



onal

AB385856H

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

(A) TORRENS TITLE	Folio of the Register for the Association Property 1/270385		
(B) LODGED BY	Delivery Box	Name, Address or DX and Telephone CLARENDON RESIDENTIAL COMMUNITIES PTY LTD LVL 15, 56 PITT ST SYDNEY NSW 2000 ATTN: LUKE HUSSEY. Reference (optional):	CODE CS
(C) APPLICANT	Community	Association	Deposited Plan No. 270385
(D)	The applicant certifies that by a special resolution passed on _____ and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:		
(E) BY-LAWS	Repealed By-law 26	Added New By-law 26	as fully set out below

(F) TEXT OF ADDED BY-LAW

The applicant certifies that by a special resolution passed on 4 April 2005 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement by replacing sheets 59 to 68 (inclusive) (copies of which are annexed), as described in the plan of services work as executed dated 07/02/2005 certified by David Stutchbury of Stutchbury Jacques Pty Limited.

(G) The common seal of the Community association deposited plan 270385 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the signing of the seal.

Signature of witness:

Name of witness:

Date:

David Ferguson
David Ferguson - Stutchbury Jacques
4th April 2005



**THIS IS ANNEXURE "A" TO AMENDMENT OF MANAGEMENT
STATEMENT IN CONNECTION WITH COMMUNITY MANAGEMENT
STATEMENT DP 270385**

THE APPLICANT certifies that by a special resolution passed on 4 April 2005 and in accordance with Section 14 of the *Community Land Management Act 1989*) it amended the Community Management Statement as follows:

1. By-law 26

By-law 26 is repealed and replaced with the following by-law:

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- (d) any of the following;
 - pit bull terrier;
 - American pit bull terrier;
 - dogo argentinoe;
 - fila brasileiros;
 - japanese tosa;
 - any cross breed of the above; or

- any dog which the Australian Government prohibits from importation into Australia.

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 - (i) clean up all excrement or refuse left upon Community Property or a Subsidiary Body Lot by an animal; and
 - (ii) make good, or bear the cost of making good, any damage to Community Property by an animal.
- (d) If an Owner or Occupier keeps an animal, then the Owner or Occupier:
 - (i) must ensure the animal is at all times kept under the control and within the confines of that Owner's or Occupier's Lot;
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 - (iv) in the case of cats:
 - (A) keep cats inside the residence or within a secured cat house, particularly at night; and
 - (B) ensure cats wears two bells (located on opposite sides of the collar), so as to provide sufficient warning to wildlife;
 - (v) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community Parcel for:
 - (A) any noise which is disturbing to an extent which is unreasonable;
 - (B) for damage to or loss of property or injury to any person caused by the animals.

Use this slide only for Second Schedule directions

SECOND SCHEDULE AND OTHER DIRECTIONS

[illegible]



Substitute Dealing
Time 9.00
Date 26/11/12
CSB2 df

**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales
Section 39

Community Land Development Act 1989

AG858156D

PRIVACY NOTICE: 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

Folio Identifier 1/270385

(B) LODGED BY

Document Collection Box 28A	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: SAI GLOBAL Property 124247U DX 885 SYDNEY 02 9210 0700 Reference: <u>STRATA - 23482391</u>	CODE CS
---------------------------------------	---	-------------------

(C) APPLICANT

<u>Community</u> Association	Deposited Plan No. <u>270385</u>
------------------------------	----------------------------------

(D) The applicant certifies that by a special resolution passed on 22 February 2012 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed	Added By-Law <u>36</u> as fully set out below
----------	--

(F) TEXT OF ADDED BY-LAW

Please see page 2 annexed to form 21CSM

(G) The common seal of the Community association deposited plan 270385 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal



Signature of witness: David Ferguson

Name of witness: David Ferguson

Date: 21 November 2012

**PAGE 2 APPENDICED TO FORM 21CSM
SPECIAL BY-LAW DEPOSITED PLAN 270385**

BY-LAW 36

"A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address."

The common seal of Deposited Plan 270385
Was affixed on 4 April 2012 in the presence of

Name: David Ferguson

Signature: [Signature]





R.P. 13. No.

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



Fee:—
Lodgment
Endorsement
Certificate

I, FREDERICK WALTER BRAND of Warriewood, Dairyman.

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TWO THOUSAND FIVE HUNDRED AND EIGHTY EIGHT POUNDS.

(£ 2588) (the receipt whereof is hereby acknowledged) paid to me by

WALLACE HOPE GIBSON of 18 Bayview Road, Bayview, Company Director.

(herein called transferee)

do hereby transfer to the said transferee

ALL such my Estate and Interest in ALL the land mentioned in the schedule following—

County.	Parish.	Reference to Title (a)			Description of Land (if part only) (b)
		Whole or Part	Vol.	Fol.	
Cumberland	Narrabeen	Whole	6750	234	as per annexure hereto marked "A"

And the transferee covenants with the transferor

ENCUMBRANCES, &c., REFERRED TO.

Minerals in Grant re Portion 97.

Signed at Sydney the 26th day of December 1923.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed

F.W. Brand
Transferor.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

By his Attorney

C.E.P. Dupont

Solicitor for the Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

[N.B.—Section 177 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words referred to should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

LODGED BY

MARKSALC LEPION & CO
STATION PL
SYDNEY

CONSENT OF MORTGAGEE!
(N.B.—Before execution read marginal note.)

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of 19

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 41662 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at Sydney the 12th day of January 1922
Signed in the presence of C.E. Simpson

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS!

Appeared before me at the day of one thousand nine hundred and and declared that he personally knew signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own hand-writing, and that he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH
<input checked="" type="checkbox"/>	Particulars entered in Register Book, Volume 6750 Folio 224	To be filled in by person lodging dealing.
Checked by		Received Docs.
Passed (in S.D.B.) by		Nos.
Signed by	the 13th day of January 1922	Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD

	Initiate	File
Sent to Survey Branch		
Received from Reports		
Draft written ...		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
VOL.		FOL.

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of such place, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person in the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or any other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 1/- 0-0, if accompanied by the relevant title or evidence of production thereof, (b) 1/- 0-0 otherwise. This fee includes endorsement on the Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) 1/- for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the part of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or easements to receive an easement or in any way affecting an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 10/- for each additional folio where the Certificate extends fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates. If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

G 1916

Annexure to Memorandum of Transfer dated ²⁴ December 1953
from Frederick Walter Brand to Wallace Hope Gibson of land
comprised in Certificate of Title Volume 6750 Folio 224.

5708
The transferee for himself and his assigns HEREBY for the benefit
of the adjoining lands being Lots A and G on Plan annexed to Dealing
No. F.679485 but only during the ownership thereof by the transferor
and Thomas Brand Brand and his assigns
his executors administrators and assigns other than purchases on sale
COVENANTS with the transferor his executors administrators and assigns
that no fence shall be erected on the land hereby transferred to divide
it from such adjoining land without the consent of the transferor his
executors administrators and assigns but such consent shall not be with-
held if such fence is erected without expense to the transferor his ex-
ecutors administrators and assigns and in favour of any person dealing
with the transferee or his assigns such consent shall be deemed to have
been given in respect of every such fence for the time being erected
AND for the purpose of Section 88 of the Conveyancing Act 1919/1943 it
is hereby further agreed that:

- (a) The land to which the benefit of the foregoing covenant is
appurtenant is the adjoining land as above described.
- (b) The land which is subject to the burden of the said covenant
is the land hereby transferred.
- (c) The persons by whom the said covenant may be released varied
or modified are the owner or owners for the time being of the
said adjoining land.

Signed in my presence by the transferor
who is personally known to me:

[Signature]

[Signature]
Transferor

Signed in my presence by the transferee
who is personally known to me:

[Signature]

W. Hope Gibson
by his attorney
[Signature]
Transferee

O. MARSHALL, LUPTON & SCOTT
SOLICITORS,
2 MARTIN PLACE,
SYDNEY.

AP 138 STAMP DUTY



AUG 1984



V299768

TRANSFER
GRANTING EASEMENT

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

TG 3/305 1/11/86
\$ 30 E

DESCRIPTION
OF LAND
Note (a)

4/705969

3/705969

TRANSFEROR
(registered
proprietor of
servient tenement)
Note (b)

WARRIEWOOD VALLEY PTY. LIMITED a Company duly incorporated in New South Wales and having
its registered office at C/- Thomas Davis & Co., 18th Floor, 68 Pitt Street, Sydney

Note (d)

(the abovesigned TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 1.00
and TRANSFERS and GRANTS an easement to drain water 2 wide over site of "easement to
drain water (2 wide) vide Deposited Plan 630618" shown in Lot 4 in Deposited
Plan 705969

OFFICE USE ONLY

OVER

TRANSFEEE
(registered
proprietor of
dominant tenement)
Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEEE

THE COUNCIL FOR THE PROMOTION OF SYDNEY ANGLICAN DIOCESAN SCHOOLS a Body incorporated under
the Church of England (Bodies Corporate) Act 1938 and having its registered office at 95
The Avenue, Hurstville

PRIOR
ENCUMBRANCES
Note (d)

subject to the following PRIOR ENCUMBRANCES: 1. _____

2. _____

DATE OF TRANSFER

1.8.84

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (a)

Signed in my presence by the transferor who is personally known to me
THE COMMON SEAL OF WARRIEWOOD VALLEY PTY.
LIMITED WAS HEREON AFFIXED in accordance
with its Articles of Association in the
presence of _____

Name of witness (BLOCK LETTERS)

Ray Martin SECRETARY

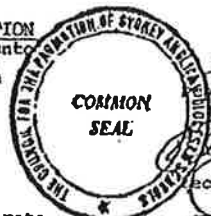


Signature of Transferor

Note (c)

Signed in my presence by the transferee who is personally known to me
THE COMMON SEAL OF THE COUNCIL FOR THE PROMOTION
OF SYDNEY ANGLICAN DIOCESAN SCHOOLS was hereunto
affixed by a resolution of the Council in the
presence of the Deputy Chairman, Secretary/
Treasurer and one other Council Member:-

Name of witness (BLOCK LETTERS)



D. G. Austin
Deputy Chairman

Secretary/Treasurer

Council Member

For consent of Mortgagees see Annexure "A" hereto.

TO BE COMPLETED
BY LODGING PARTY
Notes (f) and (g)

LODGED BY

COMMONWEALTH SAVINGS BANK OF AUSTRALIA
40-42 LITH STREET, SYDNEY, N.S.W.
PX No. 1300 SYDNEY. PHONE 238 3030
234

Delivery Box Number

CT OTHER

LOCATION OF DOCUMENTS

Herewith.

In R.G.O. with

Produced by SIMONS & BASSBY
7/8/84

OFFICE USE ONLY

Extra Fee

Checked by

REGISTERED

-19

OVER



FEB 4 1985

Registrar General

Signature

RF 138

INSTRUCTIONS FOR COMPLETION

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

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

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

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

Registered mortgages, charges and leases of the servient tenement should consent to the grant of easements; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

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

(a) Description of land. **FORGING TITLE REFERENCE**—Insert the current Folio Identifiers or Volume and Folios of the Certificates of Title/Given Grants for both the dominant and servient tenements, e.g., 135SP12345 or Vol. 8514 Fol. 126.

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

(c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.

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

(e) Execution.

GENERALLY

(1) Should there be insufficient space for the execution of this dealing, use an annexure sheet.

(2) The certificate of execution under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, or witness to be personally known.

The solicitor for the transfer may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY

(3) If the transfer is executed by an attorney for the transferor pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of attestation must include the source of his authority, e.g., "AB by his attorney for receiver or delegate, in the case may be) XY pursuant to power of attorney registered book No. and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY

(4) If the transfer is executed pursuant to an authority further than specified in (3), the form of attestation must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION

(5) If the transfer is executed by a corporation under seal, the form of attestation should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

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

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

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS					
DIRECTION: PROP No. OF NAMES:					
(A) FOLIO IDENTIFIER	(B) NO	(C) SHARE	(D) 1	(E)	NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS					
(1) FOLIO IDENTIFIER OR REG. DEALING & FOLIO IDENTIFIER	(2) DIRECTION	(3) NOTIN TYPE	(4) DEALING NUMBER	(5)	DETAILS
4/705969	ON	EA	V299768		Easement to drain water affecting part of the land above described shown so burdened in the title diagram.
3/705969	ON	EA	V299768		Easement to drain water appurtenant to the land above described affecting the land shown so burdened in the title diagram.
4/705969	CT		790 P.		

THIS IS THE ANNEXURE MARKED "A" MENTIONED AND REFERRED TO IN TRANSFER GRANTING
EASEMENT BETWEEN WARRIEWOOD VALLEY PTY. LIMITED (TRANSFEROR) AND THE COUNCIL
FOR THE PROMOTION OF SYDNEY ANGLICAN DIOCESAN SCHOOLS (TRANSFeree)
DATED THIS 15th DAY OF AUGUST 1984.

ED THE COMMONWEALTH SAVINGS BANK OF AUSTRALIA, Mortgagee under Mortgage No. T704387
consents to the within Transfer Granting Easement.
JOHN WILLIAM DIMENTO

ED Acting Special Representative of the Commonwealth Savings Bank of Australia for the purpose of the above mentioned Easement
I, the undersigned, being the Attorney-at-Law for the Commonwealth Savings Bank of Australia, do hereby certify that I have read the within instrument and
I am satisfied that it is in conformity with the provisions of the Commonwealth Savings Bank of Australia Act, 1958, and I have not received any notice or information of the revocation of the said Power of Attorney under the
provisions of that Act or any other law.

Dated at Sydney this 2nd day of August 1984.

SIGNED IN MY PRESENCE BY:

JOHN WILLIAM DIMENTO
Acting Special Representative of the Commonwealth
Savings Bank of Australia, for the purpose of the above mentioned Easement
of the said Bank and its duly authorized officers

COMMONWEALTH BANK
OF AUSTRALIA
By its Attorney

R. G. Stone

R. G. STONE, J.P.

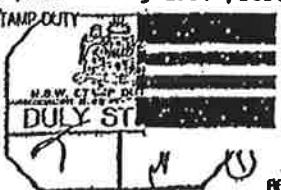
John William Dimento
JOHN WILLIAM DIMENTO

THE COMMONWEALTH SAVINGS BANK OF AUSTRALIA, Mortgagee under Mortgage No. V52782
consents to the within Transfer Granting Easement.

Dated at Sydney the 2nd day of August
1984 for Commonwealth Savings Bank of Australia by
its Attorney-at-Law for the purpose of the above mentioned Easement
I, the undersigned, being the Attorney-at-Law for the Commonwealth Savings Bank of Australia, do hereby certify that I have read the within instrument and
I am satisfied that it is in conformity with the provisions of the Commonwealth Savings Bank of Australia Act, 1958, and I have not received any notice or information of the revocation of the said Power of Attorney under the
provisions of that Act or any other law.

R. R. G. Russell
Witness
R. R. G. RUSSELL (Manager)

R. R. G. RUSSELL
MANAGER LOANS



B



W221521

TRANSFER

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

3 2 3 k
+ 37

A243

DESCRIPTION
OF LAND
Note (a)

Certificate of Title
Folio Identifier
1/713635

If Part Only, Detail Whole and Give Details

WHOLE

Location

County Cumberland
Parish Narrabeen

TRANSFEROR
Note (b)

HENLEN PTY, LIMITED a company duly incorporated in the State of New South Wales having its registered office at C/- Thomas Davis & Co., 68 Pitt Street, Sydney

ESTATE
Note (c)

(The abovesigned TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 677,000.00 and transfers an estate in fee simple in the land above described to the TRANSFEEE

TRANSFEEE
Note (b)

SEASIDE GARDENS PTY, LIMITED a company duly incorporated in the State of New South Wales having its registered office at 7th Floor, 352 Kent Street, Sydney

OFFICE USE ONLY

S

TENANCY
Note (d)

PRIOR
ENCUMBRANCES
Note (e)

subject to the following PRIOR ENCUMBRANCES 1. _____

DATE OF TRANSFER 27th September 1986

See Annexure "A"

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (f)

Signed in my presence by the transferor who is personally known to me
THE COMMON SEAL of HENLEN PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

Name of Witness (BLOCK LETTERS)

Secretary



Signature of Transferor

Note (f)

Signed in my presence by the transferee who is personally known to me
THE COMMON SEAL of SEASIDE GARDENS PTY, LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness



Signature of Transferee

A person duly authorised and in whose presence the Common Seal of the Company may be affixed

TO BE COMPLETED
BY LODGING PARTY
Notes (a)
and (b)

LODGED BY		LOCATION OF DOCUMENTS	
CT	OTHER	CT	OTHER
		Herewith	
		In R.G.O. with	
		Produced by	
Checked	Passed	REGISTERED	28 FEB 1986
Signed	Extra Fee		

PROCTOR SERVICES PTY
C/- DUNHILL, MORGAN WALKER GIBBS
SOLICITORS
34 HUNTER STREET, SYDNEY
DX 234 SYDNEY Phone: 233-3622
Ref: 205K

OFFICE USE ONLY

A person duly authorized
and in whose presence the
Common Seal of the Congress
may be affixed.

INSTRUMENT SETTING OUT TERMS OF BASEMENTS AND
RESERVATIONS TO BE CREATED
PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

Land in the vicinity

(Sheet 1 of 2 sheets)

Plan: DP 739165

Part 1

Full name and address of
the proprietor of the land

Full name and address of
the proprietor of the land

1. Identify and describe the
land affected by the reservation

Lot 1

11

2. Identify the reservation proposed
to be created

Lot 1

11

REGISTERED 24 DEC 1986

12 and 13 and 14 and 15
The Council of the
Shire of Warragul
Municipal Council
Warragul

INSTRUMENT SETTING OUT TERMS OF BASEMENTS AND
RESERVATIONS TO BE CREATED
PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

Land in the vicinity

(Sheet 2 of 2 sheets)

Part 2

Full name and address of
the proprietor of the land

Full name and address of
the proprietor of the land

3. Identify the reservation proposed
to be created

12 and 13 and 14 and 15
The Council of the
Shire of Warragul
Municipal Council
Warragul

12 and 13 and 14 and 15
The Council of the
Shire of Warragul
Municipal Council
Warragul

REGISTERED 24 DEC 1986

This negative is a photograph made on a permanent
record of a document in the custody of the
Registrar General this day.



2nd December 1986

OFFICE USE ONLY



STAMP DUTY



U
831195 T

**TRANSFER
GRANTING EASEMENT** TG
REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

DESCRIPTION
OF LAND
Note (a)

TRANSFEROR
(registered
proprietor of
servient tenement)
Note (b)

Note (c)

TRANSFEEE
(registered
proprietor of
dominant tenement)
Note (b)

PRIOR
ENCUMBRANCES
Note (d)

EXECUTION
Note (e)

Note (e)

TO BE COMPLE-
ED BY LODGING
PARTY
Notes (f)
and (g)

OFFICE USE ONLY

Servient Tenement (Land burdened) Torrens Title Reference	Dominant Tenement (Land benefited) Torrens Title Reference
5/730450	Easement in Gross Pursuant to Section 83A(1) of the Conveyancing Act 1919, as amended.
THE COUNCIL FOR THE PROMOTION OF SYDNEY ANGLICAN DIOCESAN SCHOOLS	
(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$4,000.00 and TRANSFERS and GRANTS the Easement or Rights more particularly described in Annexure 'A' hereto.	
out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEEE	
The WATER BOARD a public authority constituted by Act of Parliament, the Water Board Act, 1987 within the meaning of Section 88A of the Conveyancing Act, 1919.	

OFFICE USE ONLY

OVER.

subject to the following PRIOR ENCUMBRANCES: 1. Mortgage T 704387
2. Mortgage W 611800 3. Caveat I 686415

DATE 11/11/1998

We hereby certify this dealing to be correct for the purposes of the Real Property

Signed in my presence by the transferor who is personally known to me.

The Common Seal of the Council for the Promotion
of Sydney Anglican Diocesan Schools was hereunto
affixed by a resolution of the Council in the
presence of the Chairman, Secretary and one
other Member.

Address and occupation of witness

Signed in my presence by the transferee who is personally known to me

Signature of Witness

RAYMOND KEITH LANNON
Name of Witness (BLOCK LETTERS)

78 CROSE STREET NORTH PARAWATA
Address and occupation of Witness

REALTY OFFICER



Signature of Transferor

The WATER BOARD by its Attorney

KENNETH CHARLES TAYLOR

who hereby states at the time of executing this instrument has
no notice of the revocation of the Power of Attorney Registered
No. 686 Book 3864 under the authority of which this
instrument has been executed.

Signature of Transferee

LODGED BY		LOCATION OF DOCUMENTS	
CT	OTHER	CT	OTHER
			Herewith.
			In L.T.O. with
			Produced by 230 F
Checked OK	Passed RFB	REGISTERED	-18
Signed	Extra Fee	Secondary Directions	
		Delivery Directions	

ANNEXURE 'A'


THIS IS THE ANNEXURE MARKED 'A' REFERRED TO IN THE TRANSFER GRANTING EASEMENT BETWEEN THE COUNCIL FOR THE PROMOTION OF SYDNEY ANGLICAN DIOCESAN SCHOOLS (AS TRANSFEROR) AND THE WATER BOARD (AS TRANSFEREE) AND DATED THE 11TH DAY OF November 1993.

An Easement or Right as more fully set out and described in Memorandum X342178 over that part of the land comprised in Folio Identifier 5/730450, shown on DP 637078 as "PROPOSED EASEMENT FOR WATERMAIN 3.5 WIDE" and referred to for the purposes hereof as "the said land" and subject to the conditions, covenants and provisions set forth in Dealing No. X342178 (which said conditions, covenants and provisions shall be deemed to be incorporated herein) out of the servient tenement to the transferee.

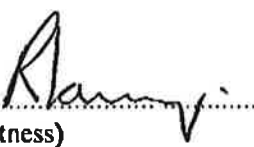
The Common Seal of the Council for the Promotion of Sydney Anglican Diocesan Schools was hereunto affixed by a resolution of the Council in the presence of the Chairman, Secretary and one other Member.

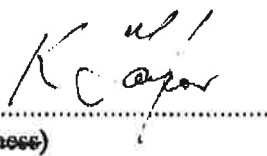


Jan. R. H. ...
Philip ...
M. ...


.....
(Transferor) (Witness)

.....
(Transferor)


.....
(Witness)


.....
(Witness)
Transferee

FILED WITH
U831195

CONSENT

QUMLASH PTY LIMITED the caveator in Caveat No. I626415 hereby consents to the registration of the within Transfer dated 11th November 1993 from The Council For The Promotion of Sydney Diocesan Schools to The Water Board.

Dated:

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals on the day and year first hereinbefore written.

THE COMMON SEAL of QUMLASH)
PTY. LIMITED was hereunto duly)
affixed by authority of the Board)
of Directors and in the presence)
of:)

Director



.....
Secretary

**TRANSFER
GRANTING EASEMENT**

New South Wales
Real Property Act 1900

3799827 G



Instructions for filling out
this form are available
from the Land Titles Office

Office of State Revenue use only

Stamp: N.S.W. LAND REGISTRY 160298 0422 02 2013349865/01 05.17\$

(A) LAND



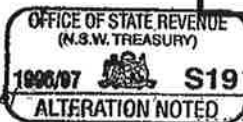
Servient Tenement (Land Burdened)	Dominant Tenement (Land Benefited)
Folio Identifier 1/302016	Easement in Gross Pursuant to Section 88A(1) of the Conveyancing Act, 1919, as amended

(B) LODGED BY

LTO Box 354L	Name, Address or DX and Telephone State Search P.O. Box A909 Sydney South 2000 Reference (15 character maximum): 197631F8	TG
-----------------	---	----

(C) TRANSFEROR

Registered proprietor of
servient tenement



PASQUALE RIGNINI RIGNONI

ONE THOUSAND FOUR HUNDRED DOLLARS (\$1,400.00)

(D) acknowledges receipt of the consideration of

the Easement more particularly described in Annexure 'A'

(E) and transfers and grants

out of the servient tenement and appurtenant to the dominant tenement to the transferee.

(F) TRANSFEE

Registered proprietor of
dominant tenement

SYDNEY WATER CORPORATION LIMITED ACN 063 279 649

(G) Encumbrances (if applicable) 1. 2. 3.

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE 17-2-98

Signed in my presence by the transferor who is personally known to me.

Signature of Witness

SONIA TRINCHINI
Name of Witness (BLOCK LETTERS)

11/29 GLADSTONE ST, NEWPORT 2106
Address of Witness

Signature of Transferor

Signed in my presence by the transferee who is personally known to me.

Signature of Witness

PETER ANDERSON
Name of Witness (BLOCK LETTERS)

SYDNEY WATER CORP.
Address of Witness

Witnessed for SYDNEY WATER CORPORATION LIMITED
ACN. 063 279 649 by its Attorneys
STEPHEN RAYMOND COX
JEFFREY FRANCIS COLENSO

hereby state at the time of executing this instrument have
notice of the revocation of the Power of Attorney Registered
296 Book 4167 under Authority of which this instrument
been executed.

Signature of Transferee

Signature

ANNEXURE 'A'

**THIS IS ANNEXURE 'A' REFERRED TO IN THE TRANSFER GRANTING EASEMENT
BETWEEN PASQUALE RIGNI (AS TRANSFEROR) AND SYDNEY WATER
CORPORATION ACN 063 279 649 (AS TRANSFEREE)
DATED 1997.**

An EASEMENT FOR WATER SUPPLY WORKS incorporating the provisions of Memorandum
O535653 registered in the Land Titles Office over that part of the land comprised in Lot 1 DP 302016
shown as "PROPOSED EASEMENT FOR WATERMAIN 5 WIDE AND VAR." on DP 637078.

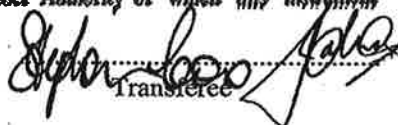
Signed for SYDNEY WATER CORPORATION LIMITED
A.C.N. 063 279 649 by its Attorneys

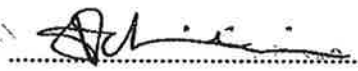
STEPHEN RAYMOND COX

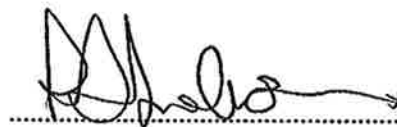
JEFFEREY FRANCIS COLENSO

who hereby state at the time of executing this instrument have
no notice of the revocation of the Power of Attorney Registered
No. 296 Book 4161 under Authority of which this instrument
has been executed.


Transferor


Transferee


Witness


Witness

[illegible]

Plan Drawing only to appear in this space

12 Rott
after the

Drain Lands Office Approval

PLAN APPROVED _____

Additional Order _____

Land District _____

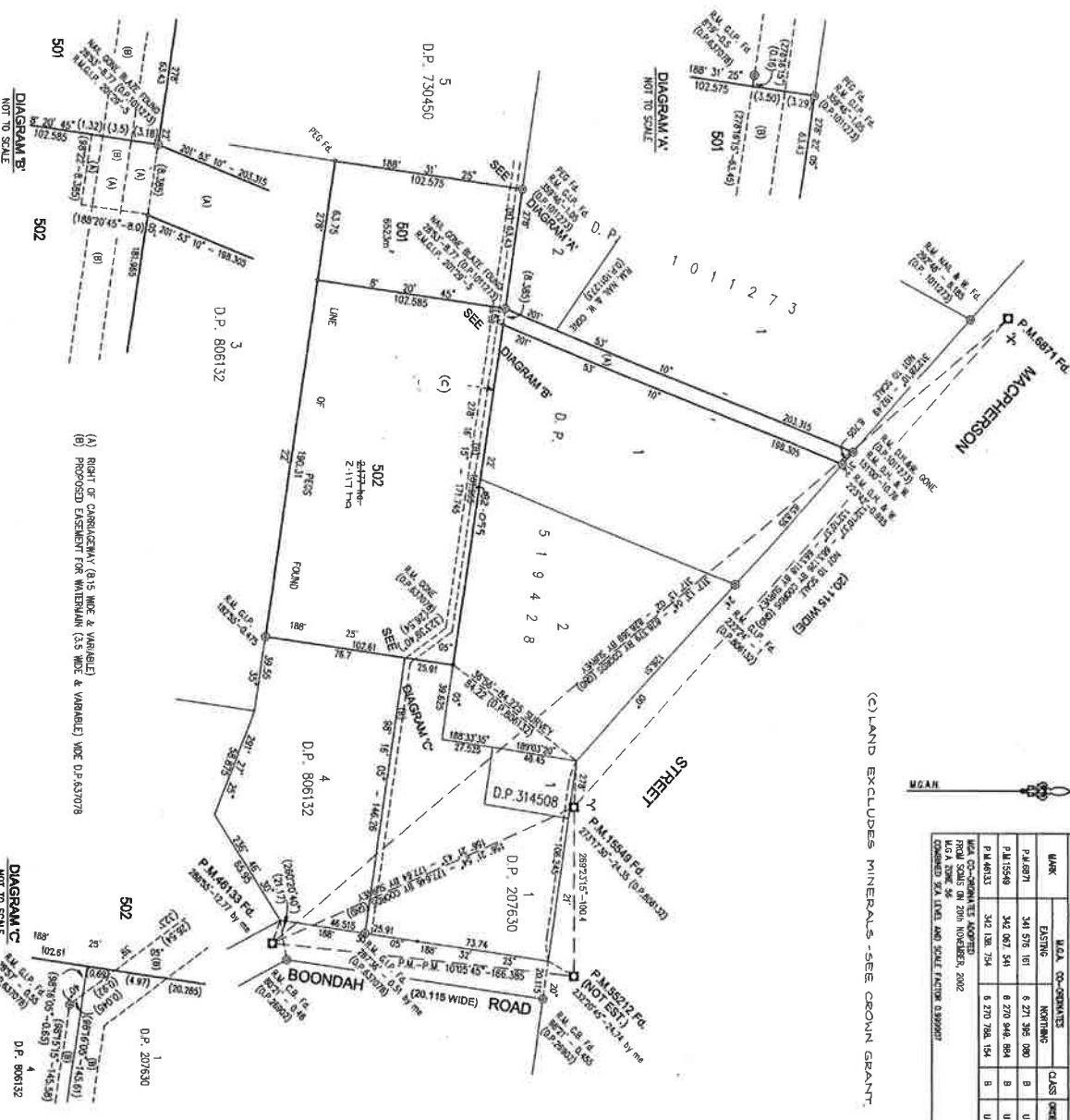
Paper No. _____

Field Book _____ pages _____

Subdivision Certificate

I certify that the purchase of a 100% of the Environmental Permitting and Assessment Act 1979 have been satisfied in relation to the proposed _____

_____ and out here

[illegible]

SANDHILL PRAIRIE RECOVERING 2001 - CLASS 2002				
BARK	W.C. CO-ORDINATES		CLASS	ORDER
	EASTING	NORTHING		
PJ.6787	341 575 161	6 271 395 080	B	U
PJ.15549	342 001 541	6 270 449 864	B	U
PJ.66733	342 186 734	6 270 708 154	B	U

W.C. CO-ORDINATES ADAPTED
FROM SLOOS ON 20th NOVEMBER, 2002
LOCAL DATA FROM 2002
CORRECTED S.A. LONG. AND SCALE FACTOR 0.999977

(C) LAND EXCLUDES MINERALS -SEE CROWN GRANT

DP1049982

2							
---	--	--	--	--	--	--	--

[illegible][illegible]

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

Lengths are in Metres

Sheet 1 of 3 sheets

DP1049982

Subdivision of Lot 5 in Deposited Plan
806132 and Lot B in Deposited Plan
384388 covered by Council's Certificate
No. *P2*
dated *21 January 2003*

Part 1

**Full name and address of
Proprietor of land:**

WARRIEWOOD VALLEY PTY LIMITED
Level 8, Suite 801
46-56 Kippax Street
SURRY HILLS NSW 2010

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

RIGHT OF CARRIAGEWAY (8.15 WIDE AND
VARIABLE)

Schedule of Lots, etc Affected

Lots Burdened
502

Lots Benefited
501

SBR
JBR
[Signature]

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

Lengths are in Metres

Sheet 2 of 3 sheets

DP1049982

Subdivision of Lot 5 in Deposited Plan
806132 and Lot B in Deposited Plan
384388 covered by Council's Certificate
No. *P2*
dated *21 January 2003*

Part 2

1. Terms of Easement firstly referred to in abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part hereof with which the right shall be capable of enjoyment, and every person authorised by him, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

Provided that this easement shall be automatically extinguished at such time as Lot 501 is consolidated or subdivided with other lands.

JHR
JSR
[Signature]

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

Lengths are in Metres

Sheet 3 of 3 sheets

DP1049982

Subdivision of Lot 5 in Deposited Plan
806132 and Lot B in Deposited Plan
384388 covered by Council's Certificate
No. *P2*
dated *21 January 2003*

Part 2

THE COMMON SEAL of
WARRIEWOOD VALLEY PTY
LIMITED was hereunto affixed by
resolution of the Directors in the
presence of:



SBRoth

Secretary

J Roth

Director

PITTWATER COUNCIL

[Signature]

Public Officer

REGISTERED  *NC 7.3.2003*

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Upstate Suite 15, Level 1/888 Pittwater Road, Dee Why, NSW 2099	Phone: 9971 9000 Ref: Michelle Jones
co-agent		
vendor	Patrick William Fitzgibbon and Tanya Jane Fitzgibbon The Grammar House Croughton Road, Aynho, Oxfordshire, OX17 3BE United Kingdom	
vendor's solicitor	Wood Marshall Williams with Parisi Lawyers 696 Pittwater Road, Brookvale NSW 2100 PO Box 1138, Dee Why NSW 2099	Phone: 02 9938 2444 Fax: Ref: TW:KF:20190210 E:twestall@wmw.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date 44 Shearwater Drive, Warriewood, New South Wales 2102 Registered Plan: Lot 151 Plan DP 270385 Folio Identifier 151/270385	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE – Community Title <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> other: air-conditioning, ceiling fans	<input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

buyer's agent

vendor

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

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO☐ yes**Proposed electronic transaction** (clause 30)☐ no☐ YES**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☒ NO☐ yes

GST: Taxable supply

☒ NO☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *RW payment*
(residential withholding payment)☒ NO☐ yes (if yes, vendor must provide
further details)If the further details below are not fully completed at the
contract date, the vendor must provide all these details in a
separate notice within 14 days of the contract date.***RW payment (residential withholding payment) – further details***Frequently the supplier will be the vendor. However, sometimes further information will be required as to which
entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

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

BCS Strata Management Chatswood, Level 13, 12 Help Street, Chatswood NSW 2067 Ph: 9967 1300

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
- 17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
- 18. If a swimming pool is included in the sale:
 - (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

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

Capacity

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

Requisitions and transfer

- 26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
- 27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 30. The purchaser reserves the right to make further requisitions prior to completion.
- 31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

From.....Purchasers' Solicitor

To.....Vendors' Solicitor

Date:

REQUISITIONS ON TITLE**2008 EDITION**

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

RE:.....Purchase From

Property:.....

(In these Requisitions the terms, "Vendors" and "Purchasers" should be read as expressing the appropriate number and gender including neuter gender and "the Act" means the Community Land Management Act 1989 and "Clause" and "Clauses" refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

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

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

DISCLAIMER

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.....
Solicitor for Vendor

SECTION 66W CERTIFICATE

VENDOR(S): Patrick William Fitzgibbon and Tanya Jane Fitzgibbon

PURCHASER(S):

PROPERTY: 44 Shearwater Drive, Warriewood

I, _____ of _____,
Solicitor/Licensed Conveyancer certify as follows:-

1. I am a Solicitor/Licensed Conveyancer currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of the above property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that Contract.
3. I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a Solicitor acting for the Vendor is a member or employee.
4. I have explained to the Purchaser:
 1. the effect of the Contract for the purchase of that property;
 2. the nature of this Certificate;
 3. the effect of giving this Certificate to the vendor, ie. that there is no cooling off period in relation to the Contract.

DATED:

.....

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. 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.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office
Council
County Council
Department of Planning and Environment
Department of Primary Industries
East Australian Pipeline Limited
Electricity and gas
Land & Housing Corporation
Local Land Services
NSW Department of Education

NSW Fair Trading
NSW Public Works Advisory
Office of Environment and Heritage
Owner of adjoining land
Privacy
Roads and Maritime Services
Subsidence Advisory NSW
Telecommunications
Transport for NSW
Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

- 6.1 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 is paid; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

9 Purchaser's default

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party 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* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by 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 prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *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 email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *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 pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is 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;
- 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; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs; incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

44 SHEARWATER DR WARRIEWOOD NSW 2102

Application: **10091545**
Your Ref: 20190210

26 February 2019

**Property details: 44 Shearwater Dr, WARRIEWOOD 2102
LOT 151 DP 270385**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 1/270385

SEARCH DATE	TIME	EDITION NO	DATE
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25/2/2019	3:49 PM	4	28/11/2012

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270385
AT WARRIEWOOD
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF NARRABEEN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP270385

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270385
ADDRESS FOR SERVICE OF DOCUMENTS:
SHEARWATER
STRATA PLUS
PO BOX H181
AUSTRALIA SQUARE NSW 1215

SECOND SCHEDULE (17 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
 - AB77028 AMENDMENT TO MANAGEMENT STATEMENT. EXISTING
SHEETS 56, 57 & 58 OF MANAGEMENT STATEMENT
REPLACED WITH REPLACEMENT SHEETS 56A, 57A & 58A -
SEE ANNEXURE 'A'.
 - AB385856 AMENDMENT TO MANAGEMENT STATEMENT. EXISTING
SHEETS 59 TO 68 INCLUSIVE OF MANAGEMENT STATEMENT
REPLACED WITH REPLACEMENT SHEETS 59A TO 68A,
EXISTING BY-LAW 26 REPEALED BY NEW BY-LAW 26. SEE
ANNEXURE "B"
 - AG858156 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 36
ADDED. SEE ANNEXURE 'C' OF THE MANAGEMENT
STATEMENT.
- 3 LAND EXCLUDES MINERALS AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 4 G1916 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 5 V299768 EASEMENT TO DRAIN WATER APPURTENANT TO THE PART(S)
SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 6 V299768 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 W221521 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270385

PAGE 2

SECOND SCHEDULE (17 NOTIFICATIONS) (CONTINUED)

- THE TITLE DIAGRAM.
- | | | |
|----|-----------|--|
| 8 | DP739165 | EASEMENT TO DRAIN WATER 5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 9 | DP739165 | RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM |
| 10 | U831195 | EASEMENT FOR WATERMAIN 3.5 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (SEE DP637078) |
| 11 | 3799827 | EASEMENT FOR WATER SUPPLY WORKS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (SEE DP637078) |
| 12 | DP1049982 | RIGHT OF CARRIAGEWAY 8.15 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM |
| 13 | DP270385 | EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 14 | DP270385 | EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES VARIABLE WIDTH (N) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 15 | DP270385 | RIGHT OF CARRIAGEWAY VARIABLE WIDTH (Q) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1) |
| 16 | DP270385 | RIGHT OF CARRIAGEWAY VARIABLE WIDTH (AX) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP270385 (DOC.2) |
| 17 | DP270385 | RIGHT OF CARRIAGEWAY 5 METRE(S) WIDE AND VARIABLE (AP) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP270385 (DOC.2) |

NOTATIONS

DP270385 NOTE: REGISTERED 29-11-2004 BOUNDARY ADJUSTMENT OF LOTS 1, 63 & 64 SEE SHEETS 19-23 AND REPLACEMENT SHEETS 12A-17A

DP270385 NOTE: REGISTERED 29-11-2004 MANAGEMENT STATEMENT REPLACEMENT SHEETS 56A-58A

DP270385 NOTE: REGISTERED 29-11-2004 SUBDIVIDES LOTS 61-64 INTO LOTS 65-68 IN DP270385. LOTS 65-68 ARE NOW PUBLIC RESERVE AND ARE SEVERED FROM THE SCHEME

DP270385 NOTE: REGISTERED 27-4-2005. REPLACEMENT SHEETS 59A-68A (10 SHEETS) ADDED TO THE MANAGEMENT STATEMENT

DP270385 NOTE: REGISTERED 12.5.2005. SUBDIVISION OF LOT 59 INTO LOTS 69-191 IN DP270385

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20190210

PRINTED ON 25/2/2019

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 151/270385

SEARCH DATE	TIME	EDITION NO	DATE
25/2/2019	3:49 PM	6	12/12/2015

LAND

LOT 151 IN COMMUNITY PLAN DP270385
AT WARRIEWOOD
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF NARRABEEN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP270385

FIRST SCHEDULE

PATRICK WILLIAM FITZGIBBON
TANYA JANE FITZGIBBON
AS JOINT TENANTS (T AK60238)

SECOND SCHEDULE (6 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 INTERESTS RECORDED ON REGISTER FOLIO 1/270385
- 4 DP270385 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT (DOC. 2)
- 5 DP270385 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT (DOC. 2)
- 6 DP1113285 CROSS EASEMENTS FOR PARTY WALLS (S. 88BB CONVEYANCING ACT, 1919) 0.23 METRE(S) & 0.26 METRE(S) WIDE AFFECTING THE PARTY WALL(S) SHOWN IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 25/02/2019 15:49:10

Application: **10091545**
Your Ref: 20190210

26 February 2019

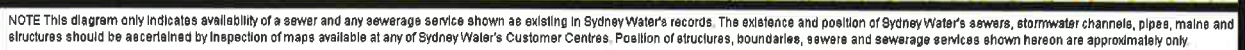
**Property details: 44 Shearwater Dr, WARRIEWOOD 2102
LOT 151 DP 270385**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services



3423.

SURVEY REPORT



MEMBER
THE INSTITUTION OF SURVEYORS, AUSTRALIA
THE ASSOCIATION OF CONSULTING SURVEYORS
N.S.W.

Property
Situated at:

} **WARRIEWOOD**

Lot 151 Shearwater Drive

Date: 25 May 2007

Client: Clarendon Homes

PROUST & GARDNER
CONSULTING PTY LIMITED
SURVEYORS & PLANNERS

Reference 22287/151

Client Clarendon Homes

SURVEY REPORT

We have surveyed the land being Torrens Title Lot 151 in Community Plan DP270385 having a frontage of 17.45 metres to Shearwater Drive with a rear and side boundary to Shearwater Lane at Warriewood in the Local Government Area of Pittwater.

Erected thereon is a two storey brick residence which stands wholly on the subject land and does not encroach upon any adjoining property or street.

The residence stands in relation to the boundaries as shown on the sketch.

The subject land is affected by Restrictions on the Use of Land created by registration DP1033903.

The southeastern boundary of the subject land is partly defined by a line through the centre of a proposed brick party wall 0.23 wide and a proposed brick and timber party wall 0.26 wide. Cross easements in respect of the proposed party walls will be created under Section 88BB of the Conveyancing Act upon registration of a Plan of Easements within the subject land and adjoining lots at the Department of Lands (Land and Property Information Division).

The subject land is affected by a Community Management Statement which together with the Community Plan forms part of the Community Scheme documentation registered under DP270385 with the NSW Department of Lands (Land and Property Information Division). The subject land has an interest in the Community Property of the Scheme being Lot 1 DP270385.

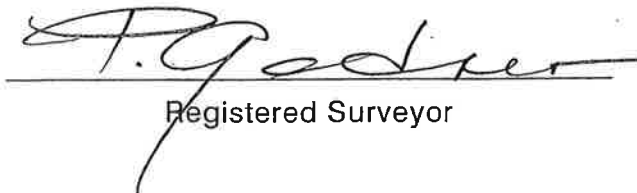
The boundaries of the land are not fenced.

There are no visible encroachments of note by or upon the subject property.

This report and information shown on the sketch herewith has been prepared for identification and/or building certificate purposes. Any improvements to be erected on or near the boundaries will require further survey.

25 May 2007

Per


Registered Surveyor





Telephone 1300 663 215
Facsimile (02) 9659 1633
PO Box 6160
Baulkham Hills BC NSW 2153



R Moy & Associates Pty Ltd
T/as Greenfield Accredited Certifiers
ACN 100 924 605
ABN 23 100 924 605

Final Occupation Certificate

Issued in accordance with section 109C(1)(c) of the Environmental Planning & Assessment Act 1979.

OCCUPATION CERTIFICATE NUMBER CC2007-08398

Subject Site Address	44 Shearwater Drive, WARRIEWOOD 2102
Lot No	151
DP	270385
Council Area	PITTWATER COUNCIL
Description of Building Work	Two Storey Dwelling
Applicant Name	Clarendon Homes Pty Ltd
Applicant Address	PO Box 7106, BAULKHAM HILLS BUSINESS CENTRE 2153
Owner Name	CPG Developments Pty Ltd
Owner Address	Level 15, 56 Pitt Street, SYDNEY

List of documents relied upon by the PCA in making the determination:

Engineers Certificates for Piers and Slab
Part A & B Pest Treatment Certificates
Wet Areas Certificate
Smoke Detectors Certificate
Final identification Survey
BASIX Compliance Certificates
Rainwater Tank Certificate
Photographic Evidence of Street Trees
Bush Fire Compliance Certificate
Sarking Certificate
Landscaping Certificate
Council Submission Cheque - \$30.00

Inspections carried out during construction:

The following stages of construction were inspected and were found to be satisfactory with reference to inspection reports and/or compliance certificates issued by a certifying authority.

Date	Inspection	Inspected By
31/10/06	Commencement	Kieran Tobin
31/10/06	Storm Water	Kieran Tobin
04/05/07	Framework	Luke Jeffree
04/05/07	Wet Areas	Luke Jeffree
31/05/07	Preliminary Final	Stephen Murray
31/05/07	Final OC Completion	Rick Moy

Subject Site Address

44 Shearwater Drive, WARRIEWOOD 2102

Statement by Certifying Authority:

I, the Certifying Authority for building works as described in this certificate, have satisfied myself that the following matters have been complied with:

- A current development consent or complying development certificate is in force for the building
- For building works, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia
- A fire safety certificate has been issued for the building where required under the Act
- A report from the Fire Commissioner has been considered where required under the Act

Signed
Certifying Authority
Accreditation Number
Accreditation Body


Rick Moy
BPB0281
Building Professionals Board

Date of this Certificate

1/06/2007